



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

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EXTRAORDINARY

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 236.] [10 Februarie 1961.

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.— SKOEISELAFDELING.

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 Nywerheids-
versoening, 1956, dat al die bepalings van die
Ooreenkoms wat in die Bylae hiervan verskyn en
op die Skoeiselafdeling van die Leernywerheid
betrekking het, vanaf 14 Februarie 1961 en vir
die tydperk wat op 13 Februarie 1964 eindig,
bindend is vir die werkgewersorganisasies en vak-
verenigings wat genoemde Ooreenkoms aangegaan
het en vir die werkgewers en werknemers wat lede
van daardie organisasies 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, uit-
gesonderd klousules 2, 3, 20 en 21 van Deel I,
vanaf 14 Februarie 1961 en vir die tydperk wat op
13 Februarie 1964 eindig, bindend is vir alle ander
werkgewers en werknemers as dié vermeld in para-
graaf (a) van hierdie kennisgewing, wat betrokke is
by of in diens is in genoemde Nywerheid in die
Unie van Suid-Afrika; 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, 3, 4 (3) (e), 20 en 21 van Deel I, vanaf
14 Februarie 1961 en vir die tydperk wat op 13
Februarie 1964 eindig, in die Unie van Suid-Afrika
mutatis mutandis bindend is vir alle Naturelle in
diens in genoemde Nywerheid by dié werkgewers
vir wie enigeen van genoemde bepalings ten
opsigte van werknemers bindend is en vir daardie
werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 236.] [10 February 1961.

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, UNION OF SOUTH AFRICA.—FOOTWEAR 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 Footwear Section of the
Leather Industry shall be binding from the 14th
February, 1961, and for the period ending the 13th
February, 1964, upon the employers' organisations
and the trade unions which entered into the said
Agreement and upon the employers and employees
who are members of these organisations 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, 3, 20 and 21 of Part I shall
be binding from the 14th February, 1961, and for
the period ending the 13th February, 1964, 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 Union of
South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of
section *forty-eight* of the said Act, declare that in
the Union of South Africa and from the 14th
February, 1961, and for the period ending the 13th
February, 1964, the provisions contained in the
said Agreement excluding clauses 2, 3, 4 (3) (e),
20 and 21 of Part I shall *mutatis mutandis* be
binding upon all Natives employed in the said
Industry by the employers upon whom any of the
said provisions are binding in respect of employees
and upon those employers in respect of Natives in
their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangegaan tussen—

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

DEEL I.

ALGEMENE BEPALINGS WAT VAN TOEPASSING IS OP
DIE SKOEISELAFDELING VAN DIE LEERNYWERHEID.

1. WOORDOMSKRYWING.

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

- „Wet” die Wet op Nywerheidsversoenig, 1956, soos gewysig;
- „volwassene” 'n werknemer, uitgesonderd 'n vakleerling, wat 21 jaar oud of ouer is;
- „vakleerling” 'n werknemer wat gebind word deur 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, geregistreer is of geag word geregistreer te wees;
- „basiese loon” dieselfde as „loon”;
- „Raad” die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge die Wet geregistreer is of geag word geregistreer te wees;
- „distrikskomitee” 'n komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die administrasie van hierdie Ooreenkoms in 'n bepaalde gebied;
- „bedryfsinrigting” 'n plek waarin enige werksaamheid in verband met die Nywerheid uitgeoefen word;
- „Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig die bepalings van sy konstitusie aangestel is;
- „ondervinding”—

- (a) die totale tydperk of tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer werksaam was in die afdeling waarin hy in diens geneem is, afgesien van die werksaamhede wat hy in daardie afdeling verrig het; enige klas diens in 'n afdeling in die leerskoeiselseksie van die skoeiselbedryfstak tel as diens in 'n ooreenstemmende klas diens in enige ander afdeling van die leerskoeiselseksie; met dien verstande dat waar 'n werknemer van een afdeling na 'n werk van 'n ander klas in 'n ander afdeling van die leerskoeiselseksie oorgeplaas word, die distrikskomitee die loon moet spesifiseer ooreenkomstig die tydperk of tydperke wat die betrokke werknemer werksaam was in die leerskoeiselseksie van die Nywerheid;
 - (b) ook dat die jaarlikse verloftydperk waarvoor daar in klousule 10 van hierdie deel voorsiening gemaak word en enige tydperk waarin 'n werknemer militêre opleiding ontvang, by die totale tydperk of tydperke in (a) genoem, ingesluit moet word, maar nie enige tydperk of tydperke van langer as drie agtereenvolgende weke waarin 'n werknemer van sy werk afwesig was en wel nie deur die toedoen van die werkgewer nie;
- „skoeiselbedryfstak” van die Leernywerheid dié tak van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—
- (1) vir die vervaardiging, hoofsaaklik van leer, van skoeisel van alle tipes, uitgesonderd skoeisel wat op maat gemaak is;
 - (2) vir die vervaardiging van skoeisel van alle tipes van ander materiaal as leer;

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

- (a) The Midland and Border Leather Industry Manufacturers' Association;
 - (b) The Cape Western and North-Western Leather Industries Employers' Association;
 - (c) The Transvaal Footwear, Tanning and Leather Trades' Association;
 - (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) The South Western Districts Leather Industries Association; (hereinafter referred to as “the employers” or “the employers' organizations”), of the one part, and
 - (f) The National Union of Leather Workers; and
 - (g) The Transvaal Leather and Allied Trades Industrial Union; (hereinafter referred to as “the employees” or “the trade unions”), of the other part,
- being parties to the National Industrial Council of the Leather Industry of South Africa.

PART I.

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

1. DEFINITIONS.

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

- “Act” means the Industrial Conciliation Act, 1956, as amended;
- “adult” means any employee, other than an apprentice, of the age of 21 years or over;
- “apprentice” means an employee who is bound by a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944, as amended from time to time;
- “basic wage”, see “wage”;
- “Council” means National Industrial Council of the Leather Industry of South Africa, registered or deemed to be registered under the Act;
- “District Committee” means a committee established in accordance with the constitution of the Council for the administration of this Agreement in a particular area;
- “establishment” means any place in which any operations in connection with the Industry are carried on;
- “Executive” means the Executive Committee of the Council appointed in terms of its constitution;
- “experience”—

- (a) means the total period or periods of employment whether prior or subsequent to the date on which this Agreement comes into force which an employee has had in the department in which he had been employed, irrespective of the operations in that department on which he has been employed; employment in any class in any department in the leather footwear division of the footwear section shall count as employment in any corresponding class in any other department of the leather footwear division; provided that where an employee is transferred from one department to a different class in another department of the leather footwear division the District Committee shall specify the wage in accordance with the period or periods of employment the employee concerned has had in the leather footwear division of the Industry;
 - (b) includes the annual leave period provided for in section 10 of this part and any period during which an employee undergoes military training, but excludes any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;
- “footwear section” of the Leather Industry means the section of the Industry in which employers and employees are associated—
- (1) for the manufacture mainly from leather of footwear, including all types, but not including bespoke made footwear;
 - (2) for the manufacture of all types of footwear from material other than leather;

„algemene arbeider” ’n werknemer wat geheel en al of hoofsaaklik in diens geneem is om een of meer van die volgende werksaamhede te verrig:—

- (1) Persele, masjinerie, uitrusting, gereedskap, werktuie, diere, meubels of ander artikels skoonmaak;
- (2) houters was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, werktuie of ander artikels dra, na ’n ander plek bring, en/of opstapel;
- (4) voertuie of houters laai of aflaai;
- (5) vure maak en/of in stand hou;
- (6) afval of as verwyder;
- (7) dose, pakke, bale of kratte oop- of toemaak;
- (8) dose, pakke of bale brandmerk, merk of sjabloneer;
- (9) tee, koffie, kakao of dergelike drank berei;
- (10) help op afleweringswaens of -voertuie;
- (11) briewe, boodskappe of goedere te voet of deur middel van ’n fiets of enige voertuig wat met die hand aangedryf word, af te lewer;

„halfdag” die gewone oggendwerktydperk van die betrokke inrigting;

„uurloon” die weekloon verdeel deur 42, behalwe in die geval van ’n nagwak, wanneer dit beteken die weekloon verdeel deur 72, en behalwe in die geval van ’n ander werknemer as ’n werknemer wat skofwerk verrig en van wie vereis word of wat toegelaat word om gedurende die nagure te werk, wanneer dit beteken die weekloon verdeel deur 38;

„Nywerheid” of „Leernywerheid” die Skoeiselbedryfstak van die Leernywerheid;

„leerling”—

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

„militêre opleiding” die ononderbroke opleiding wat ’n werknemer ingevolge die bepalings van artikel 21 (1), gelees met subartikel (1) en (2) van artikel 22, van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit nie opleiding nie wat hy mag verkies om ooreenkomstig die bepalings van artikel 23 van genoemde Wet te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan;

„nagure” die ure tussen 6 nm. en 6 vm.;

„buitewerk” werk wat deur of namens ’n werkgewer uitbestee word om buite sy geregistreerde fabriek gedoen of voltooi te word aan enige samestellende deel, materiaal of gedeelte van ’n produk wat binne die bestek van hierdie Ooreenkoms val; „stukwerk” enige stelsel waarvolgens ’n werknemer uitsluitlik besoldig word volgens die hoeveelheid werk verrig of geproduseer;

„gekwalifiseerde werknemer”—

- (1) ’n manlike werknemer (uitgesonderd ’n vakleerling of ongekwalifiseerde manlike volwassene soos omskryf in klousule 5 van Deel II van hierdie Ooreenkoms) wat—

- (a) of die leeftyd van 21 jaar bereik het; of
- (b) weens sy ondervinding daartoe geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid wat hy verrig;

- (2) ’n vroulike werknemer wat weens haar ondervinding daartoe geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid wat sy verrig;

„Sekretaris van die Raad” die Algemene Sekretaris van die Raad en ook enige assistent-sekretaris van die Raad;

„korttyd” ’n tydperk wat korter is as die gewone weeklikse werkure;

„aanvullende loon” die addisionele bedrag wat ’n werknemer wat volgens ’n skema vir aanvullende loon of ’n aansporingsloonskema werk, benewens sy basiese loon mag verdien;

„loonaansporingskema” of „skema vir aanvullende loon” ’n stelsel van besoldiging waarvolgens ’n werknemer besoldig word volgens die hoeveelheid werk wat hy verrig of geproduseer het, behoudens die voorwaarde dat hy, ongeag die hoeveelheid werk wat hy verrig of geproduseer het, nie minder as sy basiese loon mag ontvang nie;

„loon” of „basiese loon” of „lone” die weekloon vir ’n bepaalde werksaamheid wat in Aanhangsel C van Deel I en Aanhangsel A van Deel II van hierdie Ooreenkoms voorgeskryf word.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

- (a) word nagekom deur alle lede van die werkgewersorganisasies en vakverenigings wat betrokke is by die Nywerheid (uitgesonderd persone wat uitsluitlik in diens geneem is vir herstelwerk); en
- (b) is op vakleerlinge van toepassing vir sover hierdie bepalings nie met dié van die Wet op Vakleerlinge, 1944, soos gewysig, of met ’n kontrak wat geregistreer is of gaag word geregistreer te wees of met enige voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;

in die Unie van Suid-Afrika.

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

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

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

„hourly wage” means the weekly wage divided by 42, except in the case of a night watchman, when it shall mean the weekly wage divided by 72, and except in the case of an employee other than an employee engaged on shift work who is required or permitted to work during the night hours, when it shall mean the weekly wage divided by 38;

„Industry” or „Leather Industry” means the Footwear Section of the Leather Industry;

„learner” means—

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

„military training” means continuous training which an employee is required to undergo in terms of section 21 (1) read with sub-sections (1) and (2) of section 22, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

„night hours” mean the hours between 6 p.m. and 6 a.m.;

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

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

„qualified employee” means—

- (1) a male employee (other than an apprentice or unqualified male adult as prescribed in section 5 of Part II of this Agreement) who has either—
 - (a) reached the age of 21 years; or
 - (b) become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which he is employed;
- (2) a female employee who has become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which she is employed;

„Secretary of the Council” means the General Secretary of the Council and includes any assistant secretary of the Council;

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

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

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

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

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

- (a) be observed by all members of the employers’ organisations and of the trade unions engaged in the Industry (other than persons engaged exclusively on repair work); and
- (b) apply to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, as amended, or any contract registered or deemed to have been registered or any conditions fixed thereunder;

in the Union of South Africa.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSTERMYN.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister ooreenkomstig die bepalings van artikel *agt-en-veertig* van die Wet mag bepaal en bly van krag vir 'n tydperk van drie (3) jaar of vir die tydperk wat hy mag bepaal.

4. LONE EN LOONSKALE.

(1) (a) Behoudens die bepalings van klousule 9 en 18 van hierdie deel, mag geen loon wat laer is as dié voorgeskryf in Aanhangsel C van Deel I en Aanhangsel A van Deel II van hierdie Ooreenkoms, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie ten opsigte van enige werksaamheid wat deur sodanige werknemer verrig is, en elke werkgewer moet voorts die getalsverhouding of ander voorwaardes wat in genoemde aanhangsels voorgeskryf word, in ag neem.

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

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

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

(2) Alle besoldiging wat ingevolge die bepalings van hierdie Ooreenkoms betaalbaar is, moet weekliks in kontant betaal word en wel nie later nie as op Vrydag en gedurende die gewone werkure van die bedryfsinrigting, of by beëindiging van diens, as dit dit voor die gewone betaaldag van die bedryfsinrigting plaasvind. Die besoldiging moet geplaas word in 'n verseelde kovert waarin of waarop die naam of nommer en die loon van die werknemer, die datum van betaling, die getal ure gewerk, besonderhede van aftrekkings en die netto bedrag van die besoldiging wat in die kovert is, met 'n inktlood of met inkskryf moet word in die volgende vorm of in 'n vorm wat wesenlik daarmee ooreenkom:—

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

Loonskaal.....	R.....
Ure gewerk (uitgesonderd oortyd).....	.....
Loon verskuldig.....	R.....
Oortydbesoldiging.....	R.....
Aanvullende loon.....	R.....
Lewenskostetoelae.....	R.....
TOTAAL.....	R.....

Aftrekkings—

Werkloosheidsversekeringsfonds.....	R.....
Siektebystandsfonds.....	R.....
Voorsorgsfonds.....	R.....
Versekering of Pensioen.....	R.....
Ledegelde vir Vakvereniging.....	R.....
Heffings van Raad.....	R.....
Spaargeld of ander toelaatbare aftrekkings.....	R.....
*TOTALE AFTREKKINGS.....	R.....

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

Datum.....

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

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 of three (3) years, or such period as may be determined by him.

4. WAGES AND RATES.

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

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

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

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

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

Name of employer.....	.....
Name of employee and factory number (if used).....	.....
Wage rate.....	R.....
Hours worked (excluding overtime).....	.....
Wages due.....	R.....
Overtime.....	R.....
Supplementary wages.....	R.....
Cost of living allowance.....	R.....
TOTAL.....	R.....

Deductions—

Unemployment Insurance Fund.....	R.....
Sick Benefit Fund.....	R.....
Provident Fund.....	R.....
Insurance or Pension.....	R.....
Trade Union Subscriptions.....	R.....
Council Levies.....	R.....
Savings or other allowable deductions.....	R.....

*TOTAL DEDUCTIONS..... R.....

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

Date.....

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

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

(a) Waar 'n werknemer van sy werk afwesig is, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, werkloosheidsversekerings-, siekte-, versekerings- of pensioenfondse en vir spaarfondse wat deur die Raad goedgekeur is; en enige bedrag wat deur 'n werknemer verskuldig is ten opsigte van etes, tee en/of ander verversings wat 'n werkgever verskaf het teen 'n koste waarmee die werknemer ingestem het;

(c) heffings van die Raad ooreenkomstig die bepalings van klousule 12 van hierdie deel van die Ooreenkoms;

(d) enige bedrag wat 'n werkgever, daartoe verplig deur enige wet, ordonnansie of regsproses, namens 'n werknemer betaal het;

(e) met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes tot die fondse van 'n vakvereniging wat 'n party is by die Raad.

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

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

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

5. LEWENSKOSTETOELAE.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet elke werkgever aan elkeen van sy werknemers, benewens die ander besoldiging van sodanige werknemer, 'n lewenskostoelae betaal wat vir 'n tydperk van agtien maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, bereken word teen 60 persent van sodanige ander besoldiging en daarna teen 62½ persent totdat hierdie Ooreenkoms verstryk.

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

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

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

6. SPESIALE BONUS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet elke werkgever aan elkeen van sy werknemers 'n spesiale bonus betaal wat bereken word teen 2½ persent van die som van sodanige werknemer se basiese loon en die lewenskostoelae waarvoor daar in klousule 5 voorsiening gemaak word.

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

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

7. WERKURE.

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

(a) om, met uitsondering van etenstye, vir meer as 42 uur in 'n bepaalde week te werk nie; of

(b) om vir meer as 8 uur, etenstye uitgesonderd, op 'n bepaalde dag te werk nie; met dien verstande dat in enige bedryfsinrigting waarin—

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

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

(a) Where an employee is absent from work, a pro rata amount for the period of such absence;

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

(c) Council levies in terms of section 12 of this part of the Agreement;

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

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

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

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

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

5. COST OF LIVING ALLOWANCE.

(1) Subject to the provisions of sub-section (2) of this section, every employer shall pay to each of his employees in addition to the other remuneration of such employee a cost of living allowance calculated at the rate of 60 per cent upon such other remuneration for a period of eighteen months calculated from the date of commencement of this Agreement, and thereafter until the expiration of this Agreement at the rate of 62½ per cent.

For the purposes of this paragraph the term “remuneration” does not include the special bonus mentioned in section 6 of this Agreement.

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

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

6. SPECIAL BONUS.

(1) Subject to the provisions of sub-section (2) of this section, every employer shall pay to each of his employees a special bonus calculated at the rate of 2½ per cent upon the sum of such employee's basic wage, plus the cost of living allowance provided for in section 5.

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

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

7. HOURS OF WORK.

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

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

(b) to work for more than 8 hours, excluding meal times on any one day; provided that in any establishment in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour, on each of the remaining days of the week; or

- (ii) die werknemers gewoonlik nie op meer as vyf dae in die week werk nie, daar op enige werkdag van 'n werknemer vereis mag word of sodanige werknemer op enige werkdag toegelaat mag word om vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of
- (c) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees; of
- (d) om, as dit 'n vrou is—
- (i) tussen sesuur nm. en sesuur vm. te werk nie; of
- (ii) na eenuur nm. op meer as vyf dae in 'n week te werk nie.
- (2) Vir die toepassing van paragraaf (a) van subklousule (1), word 'n werknemer wat nie op 'n vakansiedag genoem in subklousule (6) van klousule 10 van hierdie Deel, werk nie, of wat op sodanige vakansiedag minder werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

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

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

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

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

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

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

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

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

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

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

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

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

(d) Wanneer daar volgens 'n drieskofstelsel gewerk word, is die bepalinge van klousule 8 (3) van toepassing op al die ure wat daar langer as 'n werktyd van 7½ uur gewerk word.

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

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

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

(ii) the employees not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or

(d) who is a female, to work—

(i) between six o'clock p.m. and six o'clock a.m.; or

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

(2) For the purposes of paragraph (a) of sub-section (1) an employee who does not work on any holiday referred to in sub-section (6) of section 10 of this Part or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

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

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

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

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

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

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

(a) On each day a period of not less than ten minutes in the morning between the hours of 10 a.m. and 11 a.m., provided that one hour has been worked;

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

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

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

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

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

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

(d) When a three-shift system is worked the provisions of section 8 (3) shall apply to all hours worked in excess of 7½ hours working time.

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

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

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

8. OORTYD.

(1) Ondanks die bepalings van paragraaf (a) en (b) van subklousule (1) van klousule 7 van hierdie Deel en behoudens die bepalings van hierdie klousule, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) tien uur; of

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

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

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

(b) op meer as drie agtereenvolgende dae nie;

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

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

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

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

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

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

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

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

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

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

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

(a) aan die werknemer—

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

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

(b) aan die werknemer minstens een en eenderde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae vanaf sodanige Sondag een vakansiedag toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

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

9. KORTTYD.

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

(2) Wanneer daar korttyd in 'n bedryfsinrigting gewerk is, mag die werkgewer, behoudens die bepalings van paragraaf (d) van subklousule (1) van klousule 4, 'n pro rata bedrag van die gewone weekloon van die betrokke werknemer aftrek.

8. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) of section 7 of this part and save as is provided in this section, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

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

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

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

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day, unless he has—

(i) given notice thereof to such employee before midday; or

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

(iii) paid such employee a prescribed allowance in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

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

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

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

(a) pay to the employee—

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

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

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(6) Whenever an employee is recommended 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 section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

9. SHORT TIME.

(1) Subject to the provisions of paragraph (f) of sub-section (6) of section 10 when an employer proposes to work short time he shall give to his employees notice either individually or in writing posted in the department or departments in which they are employed not later than the day prior to that on which such short time is to be worked.

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

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

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

10. VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werkgewer moet voor of op 24 Desember elke jaar aan elke werknemer wat in sy diens is, afwesigheidsverlof van minstens twee aaneenlopende weke en twee dae verleen en voor of op die laaste werkdag voor die begin van sodanige verlof aan sodanige werknemer 'n verloftoelae wat gelyk is aan een twaalfde van die loon wat hy in twee weke en twee dae sou verdien, betaal vir elke maand diens by die werkgewer; met dien verstande dat—

(a) die tydperk van sodanige verlof nie met 'n tydperk waarin die werknemer kennis ontvang het dat sy dienste beëindig gaan word of waarin hy militêre opleiding ontvang, mag saamval nie; en

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

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

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

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

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

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

(5) Enige tydperk waarin 'n werknemer—

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

word vir die toepassing van subklousule (1) en (2) geag diens te wees; met dien verstande dat die bepalinge van paragraaf (d) nie ten opsigte van enige tydperk van afwesigheid, weens siekte van meer as drie agtereenvolgende dae van toepassing is nie as die werknemer, nadat hy daartoe versoek is deur die werkgewer, versuim om aan die werkgewer 'n sertifikaat van 'n geneeskundige praktisyn voor te lê waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, of met dien verstande dat die bepalinge van paragraaf (d) nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid, gedurende enige twaalf maande diens, wat meer as dertig dae beloop, van toepassing is nie.

(6) (a) Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Uniedag, Gelofte-dag, Kersdag en Nuwejaarsdag is vakansiedae met volle salaris; met dien verstande dat, wanneer 'n werknemer op

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

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

10. HOLIDAYS AND ANNUAL LEAVE.

(1) Every employer shall grant to every employee employed by him not later than 24th December of each year leave of absence at 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-section (6) of this section falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

(2) Upon termination of employment, the employer shall pay to the employee the amount of the leave allowance due as at the date of such termination, calculated as provided in sub-section (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-sections (1) and (2) and “half a month” shall mean any period of fifteen consecutive calendar days, irrespective of working days; provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes he shall receive the full holiday pay calculated in terms of sub-section (1) for that month; and provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month he shall be entitled to receive the one-twelfth holiday pay for the month.

(4) The amount of the leave allowance payable in terms of sub-sections (1), (2) and (3) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment is terminated, as the case may be.

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

(5) Any period during which an employee—

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

shall be deemed to be employment for the purposes of sub-sections (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.

(6) (a) Good Friday, Easter Monday, Ascension Day, Union Day, Day of the Covenant, Christmas Day and New Year's Day shall be holidays on full pay; provided that whenever an

enigene van hierdie dae werk, sy werkgever hom benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, minstens sy gewone besoldiging moet betaal ten opsigte van die totale tydperk wat hy op sodanige dag gewerk het.

(b) As 'n werknemer se diens eindig gedurende die kalenderweek waarin Goëie Vrydag val, moet die eerste werkgever wie se diens hy gedurende daardie kalenderweek verlaat het, hom twee dae se loon ten opsigte van Goëie Vrydag en Paasmaandag betaal benewens enige ander besoldiging wat aan hom verskuldig is.

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

(d) As 'n werknemer se diens eindig gedurende die maand Desember, moet daar aan hom, benewens enige ander besoldiging wat aan hom verskuldig is, een dag se loon ten opsigte van elkeen van die openbare vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag) betaal word as sodanige betaling nie alreeds geskied het nie, en die lone betaalbaar vir elke sodanige vakansiedag, word bereken teen een vyfde van die gewone weekloon.

(e) 'n Werkgever moet voor die sluiting van sy bedryfsinrigting vir die jaarlikse vakansietydperk genoem in subklousule (1) van hierdie klousule—

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

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

Die kennisgewing hierbo genoem, moet skriftelik wees en moet deur die werkgever aangebring word op 'n plek wat gereedlik toeganklik vir sy werknemers is.

11. WERKPLEK EN BUITEWERK.

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

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

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

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

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

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

12. FONDSE VAN DIE RAAD.

Ten einde die uitgawe van die Raad te bestry, moet elke werkgever op elke betaalag—

- (a) 1c aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie 'n minimum loon van minder as R4.80 per week voorgeskryf word;
- (b) 2c aftrek van die verdienste van elkeen van sy werknemers uitgesonderd vakleerlinge, vir wie 'n minimum loon van R4.80 of meer maar minder as R9.60 per week voorgeskryf word;
- (c) 3c aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie 'n minimum loon van R9.60 per week of meer voorgeskryf word.

By die som van die bedrae aldus afgetrek, moet die werkgever 'n bedrag voeg wat daarmee gelykstaan en die totale bedrag voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, of aan 'n ander beaampte wat die Raad of die Uitvoerende Komitee mag spesifiseer.

13. DIENSBEEÏNDIGING.

(1) 'n Werkgever of sy werknemer wat die dienskontrak wil beëindig, moet minstens een week vooraf skriftelik kennis gee van sy voorneme om die kontrak te beëindig. 'n Week se kennisgewing beteken 'n volle week se werk of 'n volle week se besoldiging teen die skaal van die werknemer se gewone weeklikse besoldiging.

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 calendar week in which Good Friday falls he shall, in addition to any other remuneration due to him, be paid by the first employer whose services he left during that calendar week, two days' pay in respect of Good Friday and Easter Monday.

(c) If any of the public holidays referred to in paragraph (a) of this sub-section 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 and New Year's Day) in respect of which no payment has already been made to him and the wages payable for each such holiday shall be calculated at the rate of one-fifth of the normal weekly wage.

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

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

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

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

11. PLACE OF EMPLOYMENT AND OUTWORK.

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

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

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

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

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

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

12. COUNCIL FUNDS.

For the purpose of meeting the expenses of the Council each employer shall deduct on each pay day—

- (a) 1c from the earnings of each of his employees, other than apprentices, for the whom minimum rates of less than R4.80 per week are prescribed;
- (b) 2c from the earnings of each of his employees, other than apprentices, for whom minimum rates of R4.80 or over but less than R9.60 per week are prescribed;
- (c) 3c from the earnings of each of his employees, other than apprentices, of whom minimum rates of R9.60 per week or over are prescribed.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

13. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee who desires to terminate the contract of employment shall give not less than one week's notice in writing of his intention to terminate the contract. A week's notice shall mean a full week's work or a full week's remuneration at the rate of the employee's ordinary weekly remuneration.

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

(3) 'n Werkgewer kan die dienskontrak sonder kennisgewing beëindig, mits hy aan die werknemer 'n bedrag betaal wat gelyktaam met die gewone weeklikse besoldiging wat die werknemer op die datum van sodanige beëindiging ontvang het, en die bepalinge van hierdie subklousule is *mutatis mutandis* van toepassing op 'n werknemer wat die dienskontrak sonder kennisgewing wil beëindig.

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

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

(6) Die bepalinge van subklousule (1) tot en met (5) van hierdie klousule raak nie—

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

(b) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer is as dié voorgeskryf in hierdie klousule nie.

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

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

(9) Die kennisgewingstermyn wat in subklousule (1) van hierdie klousule voorgeskryf word, mag nie met die werknemer se afwesigheid met jaarlikse verlof ooreenkomstig die bepalinge van klousule 10 van hierdie Ooreenkoms of met enige tydperk van militêre opleiding saamval nie, en 'n werkgewer mag ook nie gedurende sodanige tydperke sodanige kennis gee nie.

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

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

14. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

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

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

15. DIENSSERTIFIKATE.

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

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

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

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

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

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

(6) The provisions of sub-sections (1) to (5) of this section shall not affect—

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

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

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

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

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

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

(11) For the purposes of sub-sections (3), (4) and (7) of this section "ordinary weekly remuneration" does not include any supplementary wage.

14. INSURANCE OF WAGES IN CASE OF FIRE.

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

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

15. SERVICE CERTIFICATES.

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

(2) Every employee who has been issued with a certificate in terms of sub-section (1) hereof shall, on accepting further employment in the Industry, produce the certificate to the employer who shall retain the certificate in safe keeping while such employee remains in his employment. No employer shall engage an employee unless such employee produces such a certificate or a certificate signed by the secretary of a district committee or the Secretary of the Council specifying the previous experience of the applicant, if any.

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

(4) Elke werkgever moet aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, 'n sertifikaat in die vorm van Aanhangsel B van Deel I van hierdie Ooreenkoms verstrek ten opsigte van elke werknemer wat sy diens verlaat. Sodanige sertifikate moet agtereenvolgens genommer word en een kopie van elkeen van hulle moet deur die werkgever bewaar word.

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

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

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

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

16. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

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

17. UITVOERING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die uitvoering van hierdie Ooreenkoms en mag vir die leiding van werkgevers en werknemers menings uitspreek wat nie met die bepaling hiervan onbestaanbaar is nie.

18. VRYSTELLINGS.

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

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

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag sal wees.
- (4) Die Sekretaris van die Raad of die Uitvoerende Komitee moet—

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

(5) Geen vrystelling van die bepaling van paragraaf (d) van subklousule (1) van klousule 7 van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig, verleen word nie behalwe met die doel om werk te verrig—

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

19. PERSONE JONGER AS 15 JAAR.

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

20. AGENTE.

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

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

(4) Every employer shall furnish to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, a certificate in the form of Annexure B to Part I of this Agreement in respect of every employee leaving his service. Such certificates shall be numbered consecutively and one copy of each shall be retained by the employer.

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

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

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

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

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

17. ADMINISTRATION OF AGREEMENT.

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

18. EXEMPTIONS.

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

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

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

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

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

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

(5) No exemption from the provisions of paragraph (d) of subsection (1) of section 7 of this Agreement shall be granted under this section to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

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

19. PERSONS UNDER 15 YEARS OF AGE.

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

20. AGENTS.

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

21. EMPLOYMENT OF MEMBERS OF TRADE UNIONS.

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

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

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

22. LICENSING OF LEARNERS ON CERTAIN OPERATIONS.

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

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

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

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

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

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

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

23. PROHIBITIVE EMPLOYMENT.

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

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

Van.....
Adres.....
Voorsorgsfondsnummer.....
Geboortedatum.....
Geslag.....
Ras.....
Handtekening van Werknemer.....

Voorname _____
 Nuwe Adres _____
 Nuwe Adres _____
 Nuwe Adres _____
 Nuwe Adres _____

[illegible]

12

ANNEXURE A TO PART I.
NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.
SERVICE CERTIFICATE.

Surname.....	Christian Names.....
Address.....	New Address.....
Provident Fund No.....	New Address.....
Date of Birth.....	New Address.....
Sex.....	New Address.....
Race.....	
Signature of Employee.....	

EXPERIENCE.

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

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

AANHANGSEL B VAN DEEL I.
NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID IN SUID-AFRIKA.
DIENSSERTIFIKAAT.

No. van Sertifikaat.....

Seksie van die Nywerheid.....
Naam en adres van werkgever.....

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

1. Van (of Naturellenaam).....
Fondsnummer.....
2. Voorname.....
Belastingnommer (N).....
3. Adres.....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van diensbeëindiging.....
Loongroep (a) S.F..... (b) P.F.....
7. Datum van diensaanvaarding.....
8. Datum van diensbeëindiging.....
9. Het hy die diens uit eie beweging verlaat? (Ja/Nee).....
10. Datum van laaste loonverhoging ooreenkomstig die bepalings van die Ooreenkoms.....
11. Die nommer van die dienssertifikaat uitgereik deur vorige werkgever.....
(voeg naam in) was.....
12. Siektefonds:—
(a) Getal bydraes tot op datum.....
(b) Voordele opgeloopt tot op datum..... uur.

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

Handtekening van Werkgever/Sekretaris.....

ANNEXURE B TO PART I.
NATIONAL INDUSTRIAL COUNCIL FOR THE LEATHER INDUSTRY IN SOUTH AFRICA.
SERVICE CERTIFICATE.

No. of Certificate.....

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

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

1. Surname (or Native name).....
Fund No.....
2. Christian names.....
Tax No. (N).....
3. Address.....
4. Date of birth..... Sex..... Race.....
5. Operations.....
6. Wage paid at date of leaving.....
Wage Group (a) S.F..... (b) P.F.....
7. Date of entering service.....
8. Date of leaving service.....
9. Whether left of own accord (Yes/No).....

10. Date of last increase in terms of Agreement.....
 11. The number of the certificate of service issued by previous employer.....
 (insert name) was.....
 12. Sick Fund:—
 (a) Number of contributions to date.....
 (b) Benefit accrued to date.....hours.

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

Signature of Employer/Secretary.

AANHANGSEL C VAN DEEL I.

		Per week.		
		R	£	s. d.
A.	Nagwagte.....	6.60	3	6 0
B.	Magasynmanne en/of pakhuismanne, versendingsklerke.....	9.00	4	10 0
C.	Stoomketelbedieners.....	5.70	2	17 0
„Stoomketelbediener” beteken ’n werknemer wat aktief besig is om die stroomdruk en die waterinhoud in ’n stoomketel in stand te hou; sodanige werknemer mag ook gebruik word om vure te stook en/of in stand te hou.				
„Versendingsklerk” beteken ’n werknemer wat daarvoor verantwoordelik is om goedere in of van ’n opbergingsplek, pakhuis of die afdelings af te ontvang vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakkette en die weeg, merk en adresseer daarvan.				
„Magasynman en/of pakhuisman” beteken ’n werknemer wat algemene toesig het oor voorrade en wat verantwoordelik is vir die ontvangs van goedere in ’n pakhuis, die opberging en hantering daarvan, die aflewering daarvan uit die pakhuis aan afdelings of vir die versending en/of verpakking, binne die opbergingsplek of pakhuis, en die uitpak daarvan.				
D.	Motorvoertuigbestuurders wat ’n voertuig bestuur wat gelisensieer is om ’n loonvrag te dra of te trek van—	8.40	4	4 0
	(i) minder as 3 ton.....	9.00	4	10 0
	(ii) 3 ton.....	9.60	4	16 0
	(iii) meer as 3 ton maar nie meer as 5 ton nie.....	11.50	5	15 0
	(iv) meer as 5 ton maar nie meer as 7 ton nie.....			
Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op motorvoertuigbestuurders:—				
„Werkure” omvat alle tydperke waarin daar bestuur word en alle tyd wat bestee word aan ander werk wat in verband staan met die voertuig of die vrag en alle tydperke waarin ’n werknemer verplig is om op sy pos gereed te bly om te werk wanneer dit van hom vereis word, maar dit omvat nie etenstye nie.				
„Motorvoertuig” beteken ’n voertuig wat op ’n ander manier as deur mense- of dierekrag aangedryf word.				
„Loonvrag” beteken die „netto dravermoë” of die „netto vrag” wat ’n voertuig mag dra of trek ooreenkomstig enige motortransportsertifikaat of vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur ’n plaaslike padvervoerraad uitgereik is kragtens die bepalings van die Motortransportwet, 1930, soos gewysig.				
E.	Minderjariges wat in diens geneem is vir beroepe waarvoor daar nie lone in hierdie Ooreenkoms voorgeskryf word nie:—	2.70	1	7 0
	Eerste ses maande.....	3.00	1	10 0
	Tweede ses maande.....	3.30	1	13 0
	Derde ses maande.....	3.60	1	16 0
	Vierde ses maande.....	4.20	2	2 0
	Vyfde ses maande.....	4.80	2	8 0
	Sesde ses maande.....	5.40	2	14 0
	Daarna.....			
F.	Werkzaamhede in verband met die maak van kartondose—			
	(i) Valmes- en/of draaiende snymasjiën en/of kerfmasjiën met—	13.20	6	12 0
	(a) kragaandrywing.....	10.55	5	5 6
	(b) handaandrywing.....	6.00	3	0 0
	(c) aandrywing deur kartondoosmakers.....			
	(ii) Die maak van kartondose volgens ondervinding—	2.70	1	7 0
	Eerste ses maande.....	3.00	1	10 0
	Tweede ses maande.....	3.30	1	13 0
	Derde ses maande.....	3.60	1	16 0
	Vierde ses maande.....	4.20	2	2 0
	Vyfde ses maande.....	4.80	2	8 0
	Sesde ses maande.....	6.00	3	0 0
	Daarna.....	11.90	5	19 0
G.	Werknemers wat letters met die hand set en etikette druk met ’n drukmasjiën.....			
H.	Werknemers wat kantstrookies maak—	7.80	3	18 0
	(a) Splits, skaaf, sny, groewe maak en afskuins.....	4.80	2	8 0
	(b) Alle ander werkzaamhede.....	5.10	2	11 0
I.	Verpakkers.....			
	„Verpakker” beteken ’n werknemer wat skoendose in kiste, pakke, bale of kratte verpak.			

ANNEXURE C TO PART I.

	Per Week.			
	R	£	s.	d.
A. Night watchmen.....	6.60	3	6	0
B. Storemen and/or warehousemen, despatch clerks.....	9.00	4	10	0
C. Boiler attendants.....	5.70	2	17	0
"Boiler attendant" means an employee who is actively employed on maintaining steam pressure and water content in any boiler; such employee may also be employed on the making and/or maintaining of fires. "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. "Storeman and/or warehouseman" means an employee who is in general charge of stores and who is responsible for receiving goods into store the storing and handling of same, the delivery of same out of store to departments or for transit and/or for packing within the store or warehouse and the unpacking thereof.				
D. Motor vehicle drivers driving a vehicle authorised to carry or haul a pay-load of—				
(i) under 3 tons.....	8.40	4	4	0
(ii) 3 tons.....	9.00	4	10	0
(iii) over 3 tons but not exceeding 5 tons.....	9.60	4	16	0
(iv) over 5 tons but not exceeding 7 tons.....	11.50	5	15	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 vehicle 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 hours. "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 Boards in terms of the Motor Carrier Transportation Act, 1930, as amended.				
E. Minors employed on occupations for which rates have not been prescribed in this Agreement:—				
First six months.....	2.70	1	7	0
Second six months.....	3.00	1	10	0
Third six months.....	3.30	1	13	0
Fourth six months.....	3.60	1	16	0
Fifth six months.....	4.20	2	2	0
Sixth six months.....	4.80	2	8	0
Thereafter.....	5.40	2	14	0
F. Cardboard box making operations—				
(i) Guillotine and/or rotary cutting machine and/or scoring machine operating by—				
(a) power.....	13.20	6	12	0
(b) hand.....	10.55	5	5	6
(c) cardboard boxmakers.....	6.00	3	0	0
(ii) Making cardboard boxes, according to experience—				
First six months.....	2.70	1	7	0
Second six months.....	3.00	1	10	0
Third six months.....	3.30	1	13	0
Fourth six months.....	3.60	1	16	0
Fifth six months.....	4.20	2	2	0
Sixth six months.....	4.80	2	8	0
Thereafter.....	6.00	3	0	0
G. Employees employed on hand typesetting and printing labels on a printing machine.....	11.90	5	19	0
H. Employees employed on weltmaking—				
(a) Splitting, skiving, cutting, grooving and bevelling.....	7.80	3	18	0
(b) All other operations.....	4.80	2	8	0
I. Packers.....	5.10	2	11	0
"Packer" means an employee who is employed on packing shoe boxes into boxes, packages, bales or crates.				

DEEL II.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE SKOEISELBEDRYFSTAK VAN DIE LEERNYWERHEID.

1. LONE.

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

2. LOONAANSPORINGSKEMA.

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om 'n aandeel te hê in of deel te neem aan enige loonaansporingskema of stukwerk nie tensy sodanige werkgewer behoorlik daartoe gemagtig is by 'n vrystellingslisensie. Sodanige vrystellingslisensie mag deur die Raad of deur die Uitvoerende Komitee van die Raad uitgereik word op die voorwaardes wat die Raad van tyd tot tyd mag voorskryf.

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

3. DIFFERENSIËLE LONE.

(1) Daar mag nie van 'n werknemer vereis word om meer as twee werksaamhede wat in B, D, E en F van klousule I van Aanhangsel A van hierdie Deel gespesifiseer word en waarvoor hoër lone as R8.10 (£4. 1s. 0d.) voorgeskryf word, te verrig nie. Behoudens die bepalings van subklousule (3) hiervan, moet 'n werknemer wat twee sodanige werksaamhede verrig, vir elke uur of gedeelte van 'n uur aan elke werksaamheid bestee, betaal word teen minstens die uurloon wat op elke sodanige werksaamheid van toepassing is; met dien verstande dat—

- (i) as 'n werknemer vir 'n hele week uitsluitlik gebruik word vir 'n werksaamheid ten opsigte waarvan 'n loon van meer as R8.10 (£4. 1s. 0d.) betaalbaar is, sodanige werknemer vir daardie hele week minstens die loon moet ontvang wat vir sodanige werksaamheid voorgeskryf word;
- (ii) as 'n werknemer vir altesaam meer as vier uur in 'n week gebruik word vir die verrigting van elkeen van twee werksaamhede waarvoor daar verskillende lone in die Ooreenkoms voorgeskryf word, hy teen die uurloon wat op elke werksaamheid van toepassing is, besoldig moet word ooreenkomstig die tyd wat hy daaraan bestee het, met dien verstande dat sodanige werknemer vir minstens die helfte van sy tyd teen die hoër loon besoldig moet word;
- (iii) as 'n werknemer op wie (ii) hiervan betrekking het, oortyd werk in verband met 'n werksaamheid waarvoor 'n laer loon voorgeskryf word, die loon wat op sodanige oortydwerk betrekking het, 50 persent van die hoër loon en 50 persent an die laer loon moet wees.

(2) 'n Werknemer wat op 'n bepaalde dag gebruik word vir die verrigting van enigen van die werksaamhede genoem in subklousule (1) van hierdie klousule en ook vir een of meer van die werksaamhede waarvoor 'n loon van R8.10 (£4. 1s. 0d.) of minder voorgeskryf word, moet vir al die tyd wat hy op daardie dag gewerk het, besoldig word teen die loon wat van toepassing is op die werksaamheid waarvoor die hoër of die hoogste loon betaal word.

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

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

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

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

4. LISENSIERING VAN LEERLINGE WAT SEKERE WERKSAAMHEDE VERRIG.

Geen werkgewer mag 'n leerling vir snywerk, die uitsny van sole uit leer, oortrekwerk, spanmasjienwerk (uitgesonderd leesbedekking), die aannaai van kantstrokies, soolstikwerk, soolnaaiwerk, ru-afwerking en groefsnijwerk en die gladsny van rande in diens neem nie behalwe kragtens 'n lisensie wat deur die Raad of die Uitvoerende Komitee ooreenkomstig die bepalings van klousule 22 van Deel I van hierdie Ooreenkoms uitgereik is nadat die Raad of die Uitvoerende Komitee hom daarvan vergewis het dat daar behoorlike fasiliteite bestaan vir die opleiding van sodanige leerling.

5. ONGEKWALIFISEERDE VOLWASSE MANLIKE WERKNEMERS.

(1) 'n Manlike werknemer (uitgesonderd 'n vakleerling) wat ouer as 21 jaar is en wat voorheen in die Nywerheid werksaam was vir 'n tydperk van minstens twaalf maande en wat, na die mening van die Raad of die Uitvoerende Komitee, weens gebrek aan ondervinding nie daartoe in staat is om op 'n bevredigende wyse 'n werksaamheid te verrig nie waarvoor hy gebruik word of gebruik sal word en waarvoor die voorgeskrewe minimum loon meer as R8.10 (£4. 1s. 0d.) per week is, mag met die goedkeuring van die Raad of die Uitvoerende Komitee (wat mag handel op 'n aanbeveling wat vooraf van 'n distrikskomitee verkry is in gevalle waar so 'n komitee vir die betrokke gebied bestaan) as 'n ongekwalifiseerde manlike volwassene vir sodanige werksaamheid in diens geneem word teen 'n loon wat laer is as die minimum loon voorgeskryf in Aanhangsel A van hierdie deel; met dien verstande dat sodanige laer loon nie minder mag wees nie as—

R8.10 (£4. 1s. 0d.) per week vir die eerste ses maande;

R8.70 (£4. 7s. 0d.) per week vir die tweede ses maande;

R9.30 (£4. 13s. 0d.) per week vir die daaropvolgende jaar;

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

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

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

(2) 'n Lisensie om 'n ongekwalifiseerde manlike volwassene werknemer ooreenkomstig die bepalings van subklousule (1) in diens te neem, moet uitgereik word ten opsigte van elke aansoek wat die Raad of die Uitvoerende Komitee goedgekeur het, en 'n afskrif daarvan moet aan die werknemer oorhandig word.

(3) Getalsverhouding van werknemers.—(a) Die getal ongekwalifiseerde manlike volwassenes wat ooreenkomstig die bepalings van subklousule (1) in 'n bedryfsinrigting in diens geneem is, mag te eniger tyd nie meer wees nie as een sodanige werknemer vir elke twintig (of gedeelte van twintig) ander werknemers (uitgesonderd leerlinge en vakleerlinge) wat meer as R8.10 (£4. 1s. 0d.) per week ontvang vir die werksaamhede gemeld in B, D, E en F van klousule 1 van Aanhangsel A van hierdie deel.

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

6. GEREEDSKAP.

Alle gereedskap moet gratis deur die werkgewer verskaf word.

7. OPGAWES IN VERBAND MET GETALSVERHOUDINGS.

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

PART II.

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

1. WAGES.

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

2. WAGE INCENTIVE SCHEMES.

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

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

3. DIFFERENTIAL RATES.

(1) An employee may not be required to perform more than two operations specified in B, D, E and F of section I of Annexure A to this Part, for which wages of more than R8.10 (£4. 1s. 0d.) are prescribed. Subject to the provisions of sub-section (3) hereof, an employee who is employed on any two such operations shall be paid for each hour or part of an hour worked on each operation at no less than the hourly wage rate applicable to each such operation; provided that—

(i) if an employee is employed during the whole of a week solely on an operation in respect of which a wage of more than R8.10 (£4. 1s. 0d.) is payable, such employee shall for the whole of that week be paid at not less than the rate prescribed for such operation;

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

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

(2) An employee who is employed in any one day on any one of the operations mentioned in sub-section (1) of this section and also on one or more of the operations for which wages of R8.10 (£4. 1s. 0d.) or less are prescribed shall be paid at the wage applicable to the higher or highest paid operation for the whole of the time worked in that day.

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

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

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

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

4. LICENSING OF LEARNERS ON CERTAIN OPERATION.

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

5. UNQUALIFIED MALE ADULT EMPLOYEE.

(1) A male employee (other than an apprentice) over the age of 21 years who has been previously employed in the Industry for a period of not less than twelve months, and who in the opinion of the Council or Executive is not able, owing to lack of experience, to perform satisfactorily an operation on which he is or is to be employed and for which the prescribed minimum wage is more than R8.10 (£4. 1s. 0d.) per week, may, with the approval of the Council or Executive (which may act upon the prior recommendation of a District Committee where one exists for the area concerned), be employed on such operation as an unqualified male adult at less than the minimum wage prescribed in Annexure A of this part; provided that such lower wage shall not be less than—

for the first six months: not less than R8.10 (£4. 1s. 0d.) per week;

for the second six months: not less than R8.70 (£4. 7s. 0d.) per week;

for the next year: not less than R9.30 (£4. 13s. 0d.) per week;

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

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

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

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

(3) Ratio of employees.—(a) The number of unqualified male adults employed in terms of sub-section (1) in an establishment shall not at any time exceed one such employee to each twenty or part of twenty other employees (excluding learners and apprentices) receiving more than R8.10 (£4. 1s. 0d.) per week on operations within sections B, D, E and F of section I of Annexure A to this part.

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

6. TOOLS.

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

7. RATIO RETURN.

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

AANHANGSEL A VAN DEEL II VAN DIE OOREENKOMS.

1. LEERSKOEISEL, UITGESONDERD PLATNATE EN DOPPERS.

A.—PATROONAFDELING.

	Per week.		
	R	£	s. d.
(i) Gekwalifiseerde werknemers wat in diens geneem is as patroonsnyers wat oorspronklike ontwerpe produseer en volgens beperkings met die hand gradeer, en/of skoentekenaars.....	15.00	7	10 0
(ii) Gekwalifiseerde werknemers—			
(a) wat met die hand gradeer maar nie volgens beperkings nie en wat nie oorspronklike ontwerpe produseer nie.....	12.60	6	6 0
(b) wat met gradeermasjiene werk en volgens beperkings gradeer.....			
(c) wat oorspronklike voeringpatrone volgens oorleerpatrone sny, in gevalle waar daar geen leeseksemplare of oorspronklike ontwerpe geproduseer word nie.....			
(iii) Gekwalifiseerde werknemers—wat met gradeermasjiene werk maar wat nie volgens beperkings gradeer nie en wat gebruik word vir enige werksaamheid wat nie in (i) en (ii) hiervan gespesifiseer word nie.....	9.90	4	19 0

B.—SNYAFDELING.

Gekwalifiseerde werknemers wat gebruik word vir—

(i) Snywerk—

(a) Basgelooid of chroomgelooid splitleer, basgelooid of halfchroomgelooid kalfsleer, chroomgelooid suedekalfsleer en basgelooid skaap- en bokvelle.....	13.20	6	12 0
Wit kalfsleer wat ten volle chroomgelooid is vir die vervaardiging van skoene in een stuk, bluchers en velskoene alleenlik, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe (almal in Suid-Afrika gelooi).....			
Kinderskoeisel, enige materiaal, alle nommers tot en met nommer 1½ en alle leerpantoffels (vir mans, vrouens en kinders).....			
(b) Enige ander leer, met inbegrip van kunstiggedrewe leer, weefstowwe, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe.....	15.00	7	10 0
Ingeval daar 'n geskil ontstaan oor wat „kunstiggedrewe leer” is, is die Raad se beslissing finaal.			
Met dien verstande dat een gekwalifiseerde snyer uit elke drie (of 'n gedeelte van drie) wat ooreenkomstig die bepaling van hierdie paragraaf in diens geneem is, 'n bedrag moet ontvang van.....	15.00	7	10 0
By die berekening van hierdie getalsverhouding moet die sorteerder van gesnyde stukke ingesluit word as hy uitsluitlik vir sorteer- en/of snywerk gebruik word.			
„Gedeelte van drie” beteken 'n res van minstens twee nadat die totale getal vakmanne deur drie gedeel is.			

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

(1) vervaardig ter uitvoering van 'n kontrak.....	15.00	7	10 0
(2) nie ter uitvoering van 'n kontrak vervaardig nie, met dien verstande dat al sodanige skoeisel geag word vervaardig te wees ter uitvoering van 'n kontrak tensy die teenoorgestelde bewys word.....	15.00	7	10 0
Getalsverhouding.—Vir elke vier (of gedeelte van vier) gekwalifiseerde snyers mag daar nie meer as een leerling of proefvakleerling in diens geneem word nie, met dien verstande dat, vir die toepassing van hierdie klousule, vakleerlinge geag word leerlinge te wees.			
„Gedeelte van vier” beteken 'n res van minstens een nadat die totale getal gekwalifiseerde snyers deur vier verdeel is.			

(ii) Voering-, binnesool- en paswerk, snywerk en/of klein garneersels aanbring en/of uitsnyers met 'n pers of houthamer uitklop:—

Binnetonge en smal agterlissies uitsny uit afvalstukke vir die gestikte dele van skoene van die Oxford- en Derbypatroon vir kinders, seuns en meisies.....	10.20	5	2 0
Vir al die ander snywerk in verband met tonge en agterlissies moet daar betaal word teen die skaal wat van toepassing is op die sny van die materiaal ooreenkomstig die bepaling van paragraaf (i) hiervan.			
<i>Opmerking.</i> —'n Garneersel is 'n versiering wat nie 'n noodsaaklike deel van die skoen se oorleer uitmaak nie.			
Ingeval daar 'n geskil ontstaan oor wat 'n „klein garneersel” uitmaak, is die Raad se beslissing, na ondersoek, finaal.			
Getalsverhouding.—Vir elke gekwalifiseerde werknemer in hierdie seksie mag daar hoogstens twee leerlinge in diens geneem word teen lone ooreenkomstig die skaal wat in klousule H van hierdie Aanhangsel vir leerlinge voorgeskryf word.			

(iii) Patrone uitreik—

Bediening van splitsmasjiene.....	9.90	4	19 0
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(iv) Nommers afstempel en/of verf—

Die aanbring van Acme-agterstukke.....	8.10	4	1 0
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C.—STIKAFDELING.

Gekwalifiseerde werknemers wat gebruik word vir:—

(i) „Puritan”-masjienswerk.....	10.80	5	8 0
(ii) Die stik van voorskote op oorleer met buitesoelstikmasjiene.....	10.80	5	8 0
(iii) „Pilot”-masjienswerk.....	10.20	5	2 0
(iv) Ander masjienswerk—			
(a) Alle stikwerk op bas- en chroomgelooid splitleer, bas- en halfchroomgelooid kalfsleer, suede en chroomgelooid kalfsleer, voeringmasjienswerk, wit kalfsleer wat ten volle chroomgelooid is vir die vervaardiging van slegs skoeisel in een stuk, bluchers en velskoene, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe (almal in Suid-Afrika gelooi).....	7.50	3	15 0
(b) Werksaamhede met ander soorte leer as dié in (a) gespesifiseer:—			
Stikwerk aan voorstukke.....	8.40	4	4 0
Addisionele rye op die voorstuk en parallel met die voorstukstikwerk met 'n masjiensstik....			
Stikwerk aan oorskoene (hele oorskoene).....			
Fantasieskoene volgens die saamhoustelsel, heeltemal met masjiene gestik (alle soorte).....			
Fantasiesmasjienswerk volgens die saamhoustelsel, met inbegrip van krae, uitsnyers, oplegels en sierpatroonstikwerk sonder merkers.....			
Randwerk of enige werksaamheid met afwerkmasjiene, uitgesonderd Oxford- en Derbypatrone en Derbysykante.....			
Stikwerk aan voorstukke van skoene met kwarte oor voorstukke.....			

	Per week.		
	R	£	s. d.
(c) Ander werksaamhede as dié in (a) en (b) hierbo gespesifiseer, met inbegrip van die aanbring van bindstukke vir Franse bindwerk op plet- of afwerkmasjien.....	8.40	4	4 0
Alle masjienwerk aan soldaatstewels, uitgesonderd „Pilot”- en „Puritan”-masjienwerk.....	8.40	4	4 0
(d) Alle werksaamhede aan kinderskoeisel tot No. 1½.....	7.50	3	15 0
Alle leerpantoffels (vir mans, vrouens en kinders).....			
Alle werksaamhede aan rund- en gemiddelde kalfsleer (uitgesonderd stikwerk aan oorskoene, fantasiewerk en werk aan skoeisel vir mynwerkers of skoeisel van die mynwerkerstipe).....			
(v) Vetergate maak, perforeerwerk, afskaafwerk, plooiwerk en blinkmaakwerk met 'n masjien of met die hand en paswerk op 'n blok—			
(a) Bas- en chroomgelooide splitleer.....	7.50	3	15 0
Bas- en halfchroomgelooide kalfsleersuede, chroomgelooide skaap- en bokvelle.....			
Wit kalfsleer wat ten volle chroomgelooi is, vir die vervaardiging van slegs skoeisel in een stuk, bluchers, en velskoene (alles in Suid-Afrika gelooi).....			
(b) Alle ander soorte leer.....			
(vi) Plat bindwerk.....	7.50	3	15 0
Vasmaakwerk.....			
Omdraai van bindwerk.....			
Aanwerk van gespes en knope.....			
Knoopsgatwerk.....			
Omboorwerk.....			
Deurslagwerk met die hand.....			
Kruis- en bandstikwerk.....			
Naatstrykwerk.....			
Soomplatslaanwerk.....			
Strikke en gespes met die hand of 'n masjien aanwerk.....			
Assistentwerk (uitgesonderd dié wat paswerk op 'n blok doen).....			

D.—AFDELING VIR SOLE EN HAKKE.

Klas I-werksaamhede.

Gekwalifiseerde werknemers wat gebruik word:—

(i) As soolsnyers uit leer.....	14.40	7	4 0
Vir die sortering en pas van ongegradeerde en ongestempelde voorrade.....			
Vir die sortering van gegradeerde en gestempelde voorrade.....			
(ii) As snyers van binnesole, verstywers, deurlopers, middelsole en toonleërs uit ander leer as splitleer, en soolsnyers uit ander materiaal as leer.....	12.60	6	6 0
Vir die dunnermaak van gefatsoeneerde rubbersole op die pers.....			

(Getalsverhouding. Kyk klousule J.)

Klas II-werksaamhede.

Gekwalifiseerde werknemers wat gebruik word:—

(i) Vir groefsnwywerk—			
Randgenaaide binnesole.....	10.20	5	2 0
Vir ander werk.....	10.20	5	2 0
Perssnywerk, uitgesonderd dié genoem in Klas I.....	10.50	5	5 0
(ii) Vir monterwerk met gesorteerde en gegradeerde voorrade.....	9.90	4	19 0
Vir die aanbring van ribbes aan randgenaaide binnesole.....			
Klapsplitwerk.....			
Vir versterk- en bandaanbringwerk.....			
Vir hakvormwerk.....			
Vir die maak van hakke.....			
Vir die pers van hakke.....			
Vir die inslaan van polydraad.....			
Vir die afronding van sole en binnesole.....			
Vir die maak van groewe in sole.....			
Vir die vul van punte.....			

(Getalsverhouding. Kyk klousule J.)

Klas III-werksaamhede.

Gekwalifiseerde werknemers wat gebruik word vir:—

Die oopsny van groewe.....	8.10	4	1 0
Die bedekking van rande.....			
Die afwerking van rande.....			
Buigwerk.....			
Kantwerk aan binnesole.....			
Die vasspyker van sooltjies en/of rande.....			
Randomdraaiwerk.....			
Skuurwerk in perskamer.....			
Brugmonterwerk.....			
Brugvormwerk.....			
Skaafwerk.....			
Nommerstempelwerk.....			
Vormwerk aan sole, binnesole en verstywers.....			
Sool- en binnesoolsplitwerk.....			
Bediening van soolgradeermasjien.....			
Sole rofmaak vir aanplakwerk.....			
Die aansmeer van rubberlym.....			
Die poleer en krimp van verstywers.....			
Die bereiding van kantistrokies.....			

(Getalsverhouding. Kyk klousule J.)

E.—MAAKAFDELING.

Klas I-werksaamhede.

Gekwalifiseerde werknemers op—

		Per week.		
		R	£	s. d.
(i) Oortrek en „consol”-leeswerk en/of „little way”-leeswerk—				
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word.....	14.40	7	4	0
(b) Spykers- en/of spyker- en naaiwerk met uitsondering van mynwerker- en halfmynwerkerskoeisel en leërstewels.....	12.60	6	6	0
(c) Alle ander grade.....	14.40	7	4	0
(ii) Leeswerk aan beddings (alleen neusstukke):—				
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word.....	14.40	7	4	0
(b) Ander werk.....	14.40	7	4	0
(iii) Leeswerk aan beddings en kante met enige masjien:—				
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word.....	11.40	5	14	0
(b) Ander werk.....	11.40	5	14	0
<i>Opmerking.</i> —As van 'n leesmasjienbediender vereis word om skoeisel te lees (d.w.s. bedding en/of boleer en neusstukke) moet hom die hoogste loon betaal word en geen verskillende lone mag toegepas word nie.				
As van 'n oortrek- en/of consolmasjienbediener vereis word om op enige afsonderlike dag oortrek- en leeswerk aan 'n neusstuk, bedding en/of boleer te verrig, moet hy teen die hoogste lone betaal word en geen verskillende loonskale mag toegepas word nie.				
(iv) Sool geheel vassit met randsoolmasjien.....	10.20	5	2	0
Randsol vaskram.....	14.40	7	4	0
(v) Randsol vasnaai.....	14.40	7	4	0
(vi) Ru-afwerking:—				
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word.....	14.40	7	4	0
(b) Ander werk.....	14.40	7	4	0
(vii) Sole vasnaai.....	14.40	7	4	0
(viii) Sole vasstik:—				
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word.....	14.40	7	4	0
(b) Buitesole aan lopers van Indiërsandale op No. 6-buigstikmasjien stik.....	12.60	6	6	0
(c) Ander werk.....	14.40	7	4	0
(ix) (a) Masjiengestikte boleer aan sole kram.....	10.20	5	2	0
(b) Masjiengestikte boleer aan sole met gare vaswerk.....	10.20	5	2	0
(c) Masjiengestikte toonkappe vorm.....	10.20	5	2	0
(d) Platformbedekkings met masjien vee.....	10.20	5	2	0
(e) Leeswerk op Kamboriaanse masjien.....	10.20	5	2	0
(x) Uitklopwerk.—(Opmerking—geen werknemers onder 18 jaar oud mag vir uitklopwerk in diens wees nie):—				
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word.....	12.00	6	0	0
(b) Mynwerker- en mynwerkertipeskoeisel en leër- en leërtipeskoeisel.....	13.20	6	12	0
„Leërtipeskoeisel” beteken die swaar tipe stewel waarvan dieselfde swaar werk as kontrak-leërstewels verwag word.				
(c) Ander werk.....	12.00	6	0	0

(Getalverhouding.—Maakafdeling.)

Klas I-werksaamhede.

(a) Vir elke drie of gedeelte van drie gekwalifiseerde werknemers op oortrek, masjien- en/of leeswerk aan beddings (met uitsondering van leeswerk aan middel- en bostukke), randsool en/of sole naai, stikwerk en ru-afwerking, mag daar hoogstens een leerling of vakleerling op proef in diens geneem word, met dien verstande dat vir die doel van hierdie artikel vakleerlinge as leerlinge beskou moet word.

(b) Vir elke drie of gedeelte van drie gekwalifiseerde werknemers werksaam by ander werksaamhede as dié genoem in (a) kan een leerling in diens geneem word.

(c) „Gedeelte van drie” waarna in (a) en (b) verwys word, beteken die orige van minstens twee nadat die totale getal gekwalifiseerde werknemers deur drie gedeel is.

Klas II-werksaamhede.

Gekwalifiseerde werknemers op:—

(i) Aansit met gom-proses—

Sool regsit aan boleer en terselfdertyd perswerk verrig.....	9.90	4	19	0
Sool regsit aan voorkant van boleer en bedding voordat perswerk verrig word.....				
Perswerk aan sool wat reggesit is (sien klas III vir vasspyker aan bedding alleen).....				
Sole aanmekeer naai met 'n ander masjien as 'n snelstikmasjien voordat hulle aan die skoene vasgenaai word, maar met uitsondering van mynwerker- en halfmynwerkerskoeisel.....				
Inmekeersit van masjiengestikte werk of oortrek van masjiengestikte werk.....				
Kopspykers inslaan met die hand of masjien.....				
Toonplate en hakskermes met die hand of masjien aanbring.....				
Hakke aansit.....				
Knoppies en kruisooltjies aan voetbalskoene sit.....				
Handskaafwerk, behalwe masjiengestikte werk.....				
Binnenate afwerk.....				
Voegwerk (voerings, skoonmaak aan bostukke oor aansluiting vasspyker).....				
Losspyker of vasspyker van voorkwarte en brugge.....				
Louis-bekleedsel met die hand afwerk.....				
Masjinaal gelykmaak.....				
Vasskroefwerk.....				
Met masjien gestikte, gespykerde en/of gespykerde en genaaië sole aanbring.....				
Sole aanplak met plakmateriaal deur masjien verhit.....				
Verstyf, hoeke maak en vasspyker.....				
Steke skel.....				
Draadspykerwerk.....				
Vorentoe vasspyker van hakbeddings.....				
Rofmaak van boleer.....				
Brug kleiner maak nadat dit genaai is.....				
Houthakke pas.....				
Rande uitklop en skaaf.....				
Gedrewe werk op randsol doen.....				

(ii) Vulkaniseerproses—

Sole aan geleesde bostukke vulkaniseer.....	9.90	4	19	0
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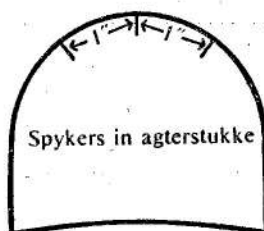
(Getalverhouding.—Sien afdeling J.)

Klas III-werksaamhede.

Per week.
R £ s. d.

Gekwalifiseerde werknemers op—

Klopwerk.....				
Toediening met masjien van verstyfharse aan toonkappe.....				
Onderskoen opvul.....				
Groewe en rante afwerk en sluit.....				
Spykers voer in masjien vir hakke aan te sit.....				
Gelykmaak van masjiengestikte dele met die hand.....				
Hakke oortrek.....				
Insit van verstywers in boleer en neusstuk.....				
Louis-hakbekselsel met die hand afwerk.....				
Louis-hak gladmaak.....				
Louis-hakbekselsel met die masjien afwerk.....				
Aweregse bevestiging van boleer op polvybedding.....	8.10	4	1	0
Beddings met spyker inslaan en/of vasslaan.....				
Beddings rondmaak.....				
Middels aansit.....				
Sool aan bedding spyker vir gomproses.....				
Rubberlym aansmeer, bevogtig en vasplak.....				
Kopspykers sorteer.....				
Groefsnij in sole, randsoolwerk en/of rubbersole.....				
Vasspyker van sole of pas van binnesole.....				
Spykers uittrek.....				
Onderste dele aan lees vasspyker.....				
Spykers in agterstukke slaan voordat dit oorgetrek word op skoene met toe rugge, en spykers word hoogstens 1 duim van die middel van die agterste van hakvlak geplaas (sien tekening).....				



Sandaalrugge spyker waar geen verstywers gebruik word nie.....				
Bostukke aan masjiengestikte dele en sandale spyker.....	8.10	4	1	0
Alle ander draadkramwerk.....				
Krammetjies uittrek nadat die boleer met die lees vasgestik is.....				
Boleer afwerk.....				

(Getalverhouding.—Sien afdeling J.)

Handleerwerksaamhede.

Gekwalifiseerde werknemers op—

(i) Met die hand oortrek en/of handleeswerk aan mynwerker- en halfmynwerkerskoeisel.....	12.60	6	6	0
<i>Opmerking.</i> —Geen kwantum of aanvullende loon word toegestaan vir handleeswerk aan mynwerker- en halfmynwerkerskoeisel nie.				
(ii) Ander oortrek met die hand en/of handleeswerk.....				
Handleeswerk aan beddings van masjiengestikte dele.....				
Bankwerk met die hand soos vasspyker en sole en/of hakke met die hand aansit, asook rubberkwartpunte.....	9.90	4	19	0
Leerstokies aan houtsole spyker.....				

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

F.—AFWERKAFDELING.

Klas I-werksaamhede.

Gekwalifiseerde werknemers op—

(1) Gladsny van rande:—

(i) Spyker- en/of spyker- en naaiwerk, maar met uitsondering van mynwerker- en half-mynwerker- en leerstewels.....				
Rubbersole en rubberkomposisiesole.....	12.60	6	6	0
Kinderskoeisel tot en met nommer 1½.....				
Alle pantoffels (vir mans, vrouens en kinders).....				
Masjiengestikte skoeisel vervaardig uit rundkalfsleer.....	14.40	7	4	0
(ii) Alle ander werk.....				

(2) Afwerk van rande:—

(i) Gespykerde en/of gespykerde en genaaiende werk, maar met uitsondering van mynwerker en half-mynwerker- en leerstewels.....				
Binnesole.....				
Brûe en/of bo-stukke.....	10.20	5	2	0
Kinderskoeisel, alle nommers tot en met nommer 1½.....				
Alle pantoffels (vir mans, vrouens en kinders).....				
Masjiengestikte skoeisel vervaardig uit rund- en kalfsleer.....	12.60	6	6	0
(ii) Outomatiese masjien vir die afwerk van rande, alle grade.....	12.60	6	6	0
(iii) Alle ander werk.....	10.20	5	2	0
(3) Hakke afwerk.....				

(Getalverhouding.—Sien afdeling J.)

Klas II-werksaamhede.

Gekwalifiseerde werknemers op—

		Per week.		
		R	£	s. d.
Betinslagwerk met die hand of masjien.....	}	9.90	4	19 0
Hakke skuur.....				
Hakspoeiwerk.....				
Uitholwerk.....				
Heeltemal afwerk met die hand.....				
Afwerk van bo-stukke.....				
Werk met bunkwiel.....				
Gladstryk van Louis-bekleedsel.....				
Rande en onderkante afvryf, en gebreke aan rande, hakke, brue, hoeke of onderdele herstel en rand afwerk				
Beddingswielwerk.....				
Sole gladstryk (d.i. die rand of voorste deel of brug van die sool met masjien- of met handgereedskap afwerk, hetsy voor of dat die ondersool nagmaak en gepoleer is).....	}			
Gedrewe werk op randsole doen.....				

(Getalieverhouding.—Sien afdeling J.)

Klas III-werksaamhede.

Gekwalifiseerde werknemers op—

Borsel, opvul en/of blinkvryf.....	}	8.10	4	1 0
Gedrewe werk op sole doen.....				
Met die vingers skuur.....				
Hakke sny.....				
Swartmaak, kleur, was aansmeer en bevogtig.....				
Leeste insit, uittrek en wegbêre.....				
Holwerk (die band onder die soolrand verwyder).....				
Rand en sole afvryf.....				

(Getalieverhouding.—Sien afdeling J.)

G.—SKOENMAKER.

Gekwalifiseerde werknemers op—

Namaakwerk.....	}	12.00	6	0 0
Herstelwerk aan verlake skoetsel.....				
Relief en/of stempelwerk doen.....	}	7.20	3	12 0
In dose verpak.....				
Rangskik en/of sorteer.....				
Met blaasspuut afwerk.....				
Poleer en skoonmaak met die hand.....				
Uitstryk.....				
Van etikette voorsien.....				
Afwerk van voering.....				
Nommers op skoetsel stempel.....				
Binnesole insit.....				
Beskrywing en nommers op etikette stempel.....				
Agterkwarte modelleer.....				

H.—LEERLINGE.

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

Die eerste ses maande.....	3.00	1	10	0
Die tweede ses maande.....	3.50	1	15	0
Die derde ses maande.....	4.50	2	5	0
Die vierde ses maande.....	5.50	2	15	0
Die vyfde ses maande.....	6.50	3	5	0
Die sesde ses maande.....	7.50	3	15	0
Die sewende ses maande.....	8.50	4	5	0
Die agste ses maande.....	10.00	5	0	0
Daarna die voorgeskrewe loon.				

(ii) Leerlinge van Klas III in die Afdeling vir sole en hakke en die Afwerkdafdeling, volgens ondervinding—

Die eerste ses maande.....	2.70	1	7	0
Die tweede ses maande.....	3.00	1	10	0
Die derde ses maande.....	3.30	1	13	0
Die vierde ses maande.....	3.60	1	16	0
Die vyfde ses maande.....	4.20	2	2	0
Die sesde ses maande.....	4.80	2	8	0
Daarna die voorgeskrewe loon.				

(iii) Ander leerlinge, volgens ondervinding—

Die eerste ses maande.....	2.70	1	7	0
Die tweede ses maande.....	3.00	1	10	0
Die derde ses maande.....	3.30	1	13	0
Die vierde ses maande.....	3.60	1	16	0
Die vyfde ses maande.....	4.20	2	2	0
Die sesde ses maande.....	4.80	2	8	0
Die sewende ses maande.....	6.00	3	0	0
Die agste ses maande.....	7.20	3	12	0
Die negende ses maande.....	8.40	4	4	0
Die tiende ses maande.....	10.20	5	2	0
Daarna die voorgeskrewe loon.				

met dien verstande dat—

- (a) 'n leerling wat, hetsy voor of gedurende die geldigheidstydperk van hierdie Ooreenkoms, teen 'n hoër loon in diens was as dié voorgeskryf vir iemand van sy ervaring, verhogings betaal moet word asof hy volgens ervaring geregtig was om die loon betaal te word waarteen hy in diens geneem is;
- (b) 'n leerling werksaam op 'n werksaamheid waarvoor 'n laer loon as R10.20 (£5. 2s. 0d.) voorgeskryf word, vir solank as hy op sodanige werksaamheid in diens is, nie geregtig is om meer as sodanige voorgeskrewe loon te eis nie;

(c) dat leerlinge in die stikafdeling en skoenkamer—

- (i) na die sesde ses maande ervaring geregtig is tot 'n loon van R7.20 (£3. 12s. 0d.) as hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;
- (ii) na die sewende ses maande ervaring geregtig is op 'n loon van R8.40 (£4. 4s. 0d.) as hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;

(d) dat leerlinge in klas II-werksaamhede, behalwe groefsnry en perssny, na die agste ses maande ervaring gekwalifiseerde werknemers word en geregtig is op 'n loon van R9.90 (£4. 19s. 0d.).

(e) dat leerlinge in die snyafdeling vir maatstempel en verf na die sesde ses maande ervaring geregtig is op 'n loon van R8.10 (£4. 1s. 0d.).

Werwing van enige leerling vir klas-I of klas-II werksaamheid moet met bevordering uit die voorgaande laer klas geskied teen 'n loon van minstens die loon wat die werknemer op die datum van bevordering ontvang het; met dien verstande dat indien geen werknemer beskikbaar is nie, of indien 'n beskikbare werknemer onbekwaam is vir bevordering, 'n werknemer uit 'n ander klas werksaamhede aangestel kan word, of 'n nuwe leerling vir die betrokke werksaamheid in diens geneem kan word.

J.—GETALSV ERHOUDINGS.

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

Vir elke drie of gedeelte van drie gekwalifiseerde werknemers was klas I-werksaamhede tesame geneem in die sole- en hakke- en afwerkafdelings verrig, mag daar hoogstens een leerling of vakleerling op proef in diens geneem word, met dien verstande dat vir die doel van hierdie artikel, vakleerlinge as leerlinge beskou moet word.

„Gedeelte van drie” beteken die orige van minstens twee nadat die getal gekwalifiseerde werknemers deur drie gedeel is.

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

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

„Gedeelte van drie” beteken vir hierdie doel die orige van minstens twee nadat die getal gekwalifiseerde werknemers deur drie gedeel is.

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

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

2. SKOEISEL VAN SEILDOEK VAN DIE PLIMSOLLTENNIS-, EN GIMNASIUMSOORT EN SANDALE EN RUBBEROORSTEWELS.

(1) LONE.

Gekwalifiseerde werknemers op—

(a) Afdeling waar bo-leer gesny word—

Groep 1—

Afmerk en/of sny (seildoek of weefsel)..... 13.50 6 15 0

Groep 2—

Afmerk en/of sny (rubber en/of rubberdeurtrekte seildoek)—rubberstewels..... 5.70 2 17 0

(b) Stikafdeling—

Groep 3—

Alle stikwerksaamhede met inbegrip van die maak van vetergaatsies, perforeer- en skaafwerk 7.80 3 18 0

(c) Onderwerkafdeling—

Groep 4—

Met die pers of met die hand sole sny uit rubber..... 11.10 5 11 0

Groep 5—

Alle ander snywerksaamhede met die pers..... 7.50 3 15 0

(d) Werkafdeling—

Groep 6—

Leeswerk met die hand, aansit van rubbersole met die hand..... 5.70 2 17 0

Sole aan boleer vulkaniseer..... 5.70 2 17 0

Groep 7—

(i) Alle ander werksaamhede wat nie in (a), (b), (c) en (d) hierbo gespesifiseer word nie..... 5.40 2 14 0

(ii) Alle ander werksaamhede aan gevormde skoeisel wat nie in (a), (b), (c) en (d) hierbo gespesifiseer word nie..... 5.70 2 17 0

(2) LEERLINGE.

(i) Vroulike werknemers in die sluitafdeling en op verpak in dose en verpak, en alle leerlinge in die afdeling waar bo-leer gesny word en onderwerkafdelings:—

Volgens ondervinding—

Die eerste drie maande.....	2.70	1 7 0
Die tweede drie maande.....	3.00	1 10 0
Die derde drie maande.....	3.30	1 13 0
Die vierde drie maande.....	3.60	1 16 0
Die vyfde drie maande.....	4.20	2 2 0
Die sesde drie maande.....	4.80	2 8 0

(ii) Ander leerlinge:—

Volgens ondervinding—

Die eerste ses maande.....	2.70	1 7 0
Die tweede ses maande.....	3.00	1 10 0
Die derde ses maande.....	3.30	1 13 0
Die vierde ses maande.....	3.60	1 16 0
Die vyfde ses maande.....	4.20	2 2 0
Die sesde ses maande.....	4.80	2 8 0

met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'n weekloon van minder as R4.80 (£2. 8s. 0d.) voorgeskryf word, nie terwyl hy, of sy, sodanige werksaamheid bly verrig op 'n hoër loon as sodanige voorgeskrewe loon geregtig is nie, en voorts met dien verstande dat 'n leerling wat werksaamhede, genoem onder artikel 1 (e) verrig, R5.10 (£2. 11s. 0d.) vir die sesde drie maande of na gelang die sesde ses maande van die leertydperk, betaal moet word.

(3) GETALSV ERHOUDING.

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

(4) DIFFERENSIËLE WERK.

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

(5) MELK.

Een pint melk per dag moet aan alle werknemers in die melkkamer en die persafdeling verskaf word.

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

(1) LONE.

Gekwalifiseerde werknemers op:—

Kwalifiseerde werknemers op:—		Per week.		
		R	£	s. d.
A. Afdeling waar bostukke gesny word—				
Sny van bostukke.....		10.80	5	8 0
Sny van binnesole en/of sny van voering.....		8.05	4	0 6
Inmekaarpas van bostukke en/of merk en/of stempel.....		6.65	3	6 6
B. Masjienstikafdeling—				
Neusstukke.....	}	6.90	3	9 0
Omslae.....				
Nate.....				
Bind.....				
Knoopsgate maak.....				
Knope aanwerk.....				
Tonge.....				
Binnesole.....	}			
Stopsel.....				
C. Sole- en hakke-afdeling—				
(i) Sny van sole (alle soorte).....		11.40	5	14 0
(ii) Binnesole, sooltjies en bostukke sny.....		7.50	3	15 0
(iii) Stempel.....		6.60	3	6 0
D. Werkafdeling—				
(i) Omdraaiwerk aan pantoffels.....		11.40	5	14 0
(ii) Stoom en met uitklophammer fatsoneer—				
(a) Veltwerk.....		8.40	4	4 0
(b) Leerwerk, geweepte kubane.....		9.00	4	10 0
(iii) Aansit met gom-proses—				
(a) Handleeswerk.....	}	8.70	4	7 0
Sool grofmaak.....				
Sool regsit aan bostuk en terselfdertyd perswerk verrig.....				
Sool regsit aan voorkant van bostuk en bedding voordat perswerk verrig word.....				
Perswerk waar sole van tevore reggesit is.....				
(b) Werksaamhede by die vassit met rubberlym.....		7.50	3	15 0
(c) Sole en binnesole vasspyker.....		7.20	3	12 0
(iv) Sole aan geleeste bostukke vulkaniseer.....		8.70	4	7 0
(v) Spykerwerk.....		7.50	3	15 0
(vi) Groefsnswerk.....	}	7.20	3	12 0
Met die hand gelykmaak.....				
Hakke aansit.....				
Spykers in agterstukke slaan.....				
(vii) Pantoffels omkeer.....		5.70	2	17 0
E. Afwerkafdeling—				
Rande afwerk.....		11.10	5	11 0
Rande stel.....		8.10	4	1 0
Hakke afwerk.....		7.80	3	18 0
Skuurwerksaamhede.....		6.90	3	9 0
Swartmaak, kleur en borsel.....		6.90	3	9 0
F. Skoenafdeling—				
Alle skoenkamerwerksaamhede.....		6.60	3	6 0

(2) LEERLINGE.

Volgens ondervinding—

Die eerste ses maande.....	2.70	1	7 0
Die tweede ses maande.....	3.00	1	10 0
Die derde ses maande.....	3.30	1	13 0
Die vierde ses maande.....	3.60	1	16 0
Die vyfde ses maande.....	4.20	2	2 0
Die sesde ses maande.....	4.80	2	8 0
Die sewende ses maande.....	6.00	3	0 0
Die agste ses maande.....	7.20	3	12 0
Die negende ses maande.....	8.40	4	4 0
Die tiende ses maande.....	10.20	5	2 0

met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'n loon van minder as R10.20 (£5. 2s. 0d.) voorgeskryf word, nie terwyl hy sulke werksaamheid verrig, geregtig is om 'n hoër loon as daardie voorgeskrewe loon te eis nie.

(3) GETALVERHOUDING.

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

(4) DIFFERENSIËLE WERK.

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

4. PLATNATE EN DOPPERS.

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

(1) LONE.

Gekwalifiseerde werknemers:—	Per week.		
	R	£	s. d.
(i) Snywerk.....	10.55	5	5 6
(ii) Werk met kragmasjien.....	5.70	2	17 0
Werk, maar nie met krag masjien nie.....	4.80	2	8 0
Ander stikafdelingswerk.....	5.70	2	17 0
(iii) Soolsnywerk met kragmasjien.....	12.55	6	5 6
Soolsnywerk, behalwe met kragmasjien.....	7.20	3	12 0
(iv) Oortrekwerk met die hand en/of handleeswerk.....	7.20	3	12 0
Handstikwerk.....	4.80	2	8 0
(v) Kantafwerking met kragmasjien.....	10.55	5	5 6
Kantafwerking behalwe met kragmasjien.....	7.20	3	12 0
(vi) Pare bymekaarsit en/of nommers merk.....	4.80	2	8 0
(vii) Enige ander werksaamheid behalwe dié wat in (i), (ii), (iii), (iv), (v) en (vi) hiervan bepaal is.....	7.20	3	12 0

(2) LEERLINGE.

Leerlinge volgens ondervinding:—			
Die eerste ses maande.....	2.70	1	7 0
Die tweede ses maande.....	3.00	1	10 0
Die derde ses maande.....	3.30	1	13 0
Die vierde ses maande.....	3.60	1	16 0
Die vyfde ses maande.....	4.20	2	2 0
Die sesde ses maande.....	4.80	2	8 0

Daarna die loon van toepassing op die werksaamheid waarop die werknemer in diens is.

(3) GETALVERHOUDING.

Vir elke drie werknemers wat minstens R4.80 (£2. 8s. 0d.) per week ontvang, kan daar hoogstens een werknemer in diens wees teen 'n loon van minder as R4.80 (£2. 8s. 0d.).

(4) DIFFERENSIËLE WERK.

'n Gekwalifiseerde werknemer wat in enige week twee of meer werksaamhede verrig wat in hierdie afdeling van hierdie Aanhangsel bepaal is, moet die loon betaal word wat hy sou verdien het as hy vir die hele tyd wat gedurende daardie week gewerk is uitsluitlik in diens was teen die hoogste loonskaal vir daardie werksaamhede.

(5) ALGEMENE ARBEIDERS.

Algemene arbeiders in enige inrigting.....	Per week.		
	R	£	s. d.
	4.80	2	8 0

ANNEXURE A TO PART II OF THE AGREEMENT.

1. LEATHER FOOTWEAR, OTHER THAN "PLATNATE" AND "DOPPERS".

A.—PATTERN DEPARTMENT.

	Per Week.		
	R	£	s. d.
(i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen.....	15.00	7	10 0
(ii) Qualified employees—			
(a) employed on hand grading but not to restrictions and not producing original standards.....	12.60	6	6 0
(b) employed on grading machines and grading to restrictions.....			
(c) employed on making original lining patterns from upper patterns, where no last copies or original standards are produced.....			
(iii) Qualified employees on grading machines but not grading to restrictions on any operation not specified in (i) and (ii) hereof.....	9.90	4	19 0

B.—CLICKING DEPARTMENT.

Qualified employees on:—

(i) Clicking—

(a) Vegetable or chrome split, vegetable or semi-chrome kip, suede chrome kip and vegetable tanned sheepskins and goatskins.....	13.20	6	12 0
White full chrome kip for the production of whole-cuts, bluchers and veldschoens only, but excluding miners' and miners' type footwear (all South African tannage).....			
Children's work, any material, all sizes up to and including size 1½ and all leather slippers (men's, women's and children's).....			
(b) Any other leather, including fancy embossed leathers, fabrics, but excluding miners' and miners' type footwear.....	15.00	7	10 0

In the event of any dispute as to what are "fancy embossed leathers" the Council's decision shall be final.

Provided that one qualified clicker in three, or part of three, employed in terms of this paragraph shall receive.....

15.00 7 10 0

In calculating this ratio the sorter of cut stuff shall be included, if solely employed on sorting and/or cutting.

"Part of three" means a remainder of not less than two after the total number of journey-men has been divided by three.

		Per Week.		
		R	£	s. d.
(c) Miners' and miners' type and army boots—				
(1) made in execution of a contract.....		15.00	7	10 0
(2) not made in execution of a contract provided that all such footwear shall be deemed to have been made in execution of a contract unless the contrary is proved.....		15.00	7	10 0
Ratio.—For every four or part of four qualified clickers there may be employed not more than one learner or probationer-apprentice, provided that for the purpose of this section apprentices shall be regarded as learners.				
"Part of four" shall mean a remainder of not less than one after the total number of qualified clickers has been divided by four.				
(ii) Lining, sock and fitting, cutting, and/or small trimmings and/or cut-outs died out by press or mallet:—				
Cutting from offal of inside tongues and narrow backstraps for children's, youths' and maids' stitch-downs of Oxford and Derby patterns.....		10.20	5	2 0
All other tongue and backstrap cutting shall be paid for at the rate applicable to clicking of the materials in terms of paragraph (i) hereof.				
NOTE.—A trimming is a decoration not being an essential part of the shoe upper.				
In the event of any disputes as to what comprises a "small trimming" the Council's decision shall after investigation, be final.				
Ratio.—For every qualified employee in this section there may be employed not more than two learners at wages in accordance with the scale laid down for learners in Section H of this Annexure.				
(iii) Giving out patterns—				
Operating splitting machine.....		9.90	4	19 0
(iv) Size stamping and/or painting—				
Applying acme-backing.....		8.10	4	1 0
C.—CLOSING DEPARTMENT.				
Qualified employees on—				
(i) Puritan machining.....		10.80	5	8 0
(ii) Stitching aprons on uppers on out-sole stitching machines.....		10.80	5	8 0
(iii) Pilot machining.....		10.20	5	2 0
(iv) Other machining—				
(a) All closing operations on vegetable and chrome split, vegetable and semi-chrome kip, suede and chrome kip lining machining white full chrome kip for the production only of whole-cuts, bluchers and veldschoens, but excluding miners' and miners' type footwear (all of South African tannage)		7.50	3	15 0
(b) Operations on leathers other than those specified in (a)—				
Vamping.....		8.40	4	4 0
Machining additional rows of stitching on the vamp parallel to the vamp stitching.....				
Golosh machining (whole goloshes).....				
Fancy shoes on the held-together system, machined through (all classes).....				
Fancy machining on the held-together system, including collars, cut-outs, overlays and fancy pattern stitching without markers.....				
Running round or any operation or post-trimming machine, excluding Oxford and Derby pattern Derby-sides.....		8.40	4	4 0
Vamping shoes with quarters over vamps.....				
(c) Operations other than those specified in (a) and (b) above, including attaching binding for French binding on flat or post machine.....		8.40	4	4 0
All machining on army boots other than polit and puritan machining.....		8.40	4	4 0
(d) All operations on children's work up to size 1½.....		7.50	3	15 0
All leather slippers (men's, women's and children's).....				
All operations on box hide and willow hide (excluding goloshing, fancy work and miners' and/or miners' type).....				
(v) Eyeletting, perforating, skiving, folding and burnishing by machine or hand and fitting on block—				
(a) Vegetable and chrome split.....		7.50	3	15 0
Vegetable and semi-chrome kip suede chrome kip and vegetable tanned sheepskins and goatskins				
White full chrome kip for the production only of whole cuts, bluchers and veldschoens (all of South African tannage).....				
(b) All other leathers.....				
(vi) Flat binding.....				
Bagging.....		7.50	3	15 0
Turning of binding.....				
Buckle and button fastening.....				
Button holing.....				
Lacing.....				
Hand punching.....				
Staying and taping.....				
Seam rubbing.....				
Seam hammering.....				
Sewing on bows and buckles by hand or machine.....				
Table hands (other than those fitting on block).....				

D.—ROUGH STUFF DEPARTMENT.

Class I Operations.

Qualified employees—				
(i) As sole cutters from leather.....	14.40	7	4	0
On sorting and fitting up ungraded and unstamped stock.....				
On sorting graded and stamped stock.....				
(ii) As cutters of insoles, stiffeners, throughs, runners and puffs from leather other than split, and sole cutters of material other than leather.....	12.60	6	6	0
On reducing shaped rubber soles on the press.....				

(Ratio.—See Section J.)

Class II Operations.

Qualified employees on:—				
(i) Channelling—				
Welted insoles.....		10.20	5	2 0
Other work.....		10.20	5	2 0
Press cutting operations other than those in Class I.....		10.50	5	5 0

	Per Week.		
	R	£	s. d
(ii) Assembling from sorted and graded stock.....	9.90	4	19 0
Attaching ribs to welted insoles.....			
Flap splitting.....			
Gemming and taping.....			
Heel breasting.....			
Heel building.....			
Heel compressing.....			
Slugging.....			
Sole and insole rounding.....			
Sole grooving.....			
Tip filling.....			

(Ratio.—See Section J.)

Class III Operations.

Qualified employees on—

Channel opening.....	8.10	4	1 0
Edge covering.....			
Edge reducing.....			
Flexing.....			
Insole feathering.....			
Lift and/or rand tacking.....			
Lip turning.....			
Press room scouring operations.....			
Shank assembling.....			
Shank moulding.....			
Skiving.....			
Size stamping.....			
Sole, insole and stiffener moulding.....			
Sole and insole splitting.....			
Sole grading machine operating.....			
Sole roughening for stuck-on work.....			
Solutioning.....			
Stiffener waxing and crimping.....			
Welt preparation.....			

(Ratio.—See Section J.)

*E.—MAKING DEPARTMENT.**Class I Operations.*

Qualified employees on—

(i) Pulling over, consol lasting and/or Littleway Lasting—			
(a) Welted work other than staple welted work.....	14.40	7	4 0
(b) Riveted and/or riveted and stitched work, excluding miners' and miners' type, and army boots..	12.60	6	6 0
(c) All other grades.....	14.40	7	4 0
(ii) Bed Lasting (toes only)—			
(a) Welted work other than staple welted work.....	14.40	7	4 0
(b) Other work.....	14.40	7	4 0
(iii) Lasting of seats and sides by any machine—			
(a) Welted work other than staple welted work.....	11.40	5	14 0
(b) Other work.....	11.40	5	14 0
NOTE.—If a lasting machine operator is required to last boots or shoes through (i.e., seats and/or sides and toes), he shall be paid at the highest rate and no differential rates may be applied.			
If a pullover and/or consol lasting machine operator is required on any one day to work on pulling over and lasting toes, seat and/or sides, he shall be paid at the highest rate and no differential rate shall be applied.			
(iv) Complete sole attaching by staple machine.....	10.20	5	2 0
Staple welt attaching.....	14.40	7	4 0
(v) Welt sewing.....			
(vi) Rough rounding—			
(a) Welted work other than staple welted work.....	14.40	7	4 0
(b) Other work.....	14.40	7	4 0
(vii) Sole sewing.....	14.40	7	4 0
(viii) Sole stitching—			
(a) Welted work other than staple welted work.....	14.40	7	4 0
(b) Welted work other than staple welted work.....	12.60	6	6 0
(c) Stitching outer soles to runners on Indian sandals on a No. 6 Harness Stitching machine.....	14.40	7	4 0
(d) Other work.....	10.20	5	2 0
(ix) (a) Stitchdown staple lasting.....	10.20	5	2 0
(b) Stitchdown thread lasting.....	10.20	5	2 0
(c) Stitchdown toe forming.....	10.20	5	2 0
(d) Wiping platform covers by machine.....	10.20	5	2 0
(e) Lasting operations on a Kamborian machine.....	10.20	5	2 0
(x) Pounding. (Note.—No employee under the age of 18 years may be employed upon pounding)—			
(a) Welted work other than staple welted work.....	12.00	6	0 0
(b) Miners' and miners' type and army type boots.....	13.20	6	12 0
"Army type boots" means the heavy type of boot involving the same strenuous pounding as contract army boots.			
(c) Other work.....	12.00	6	0 0

(Ratio.—Making Department.)

Class I Operations.

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

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

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

Class II Operations.

Per Week.

R £ s. d.

Qualified employees on—

(i) Stuck-on process work—

Sole positioning on upper and press, operating in one operation.....	}	9.90	4	19	0
Sole positioning on upper at forepart and seat before pressing.....					
Press operating with sole previously positioned (see Class III for tacking at seat only).....					
Stitching soles together by machine other than the rapid stitcher prior to being attached to footwear, but excluding miners' and miners' type footwear.....					
Stitchdown assembling or pulling over stitchdown work.....					
Hobnailing by hand or machine.....					
Putting on toe plates and heel tips by hand or machine.....					
Heel attaching.....					
Football boot studding and barring.....					
Hand levelling other than stitchdown.....					
Inseam trimming.....					
Jointing (clearing linings and tacking upper down over joints).....					
Loose nailing or poggng foreparts and waists.....					
Louis flap trimming by hand.....					
Machine levelling.....					
Screwing.....					
Sole attaching, machine-sewn, riveted and/or riveted and stitched work.....					
Sole adhesive heat activating by machine.....					
Stiffener cornering and tacking.....					
Stitch separating.....					
String nailing.....					
Tacking forward of heel seats.....					
Upper roughening.....					
Waist reducing after being sewn.....					
Woodheel fitting.....					
Welt butting and skiving.....					
Welt wheeling.....					

(ii) Vulcanising process—

Vulcanising soles to lasted uppers.....	9.90	4	19	0
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(Ratio.—See Section J.)

Class III Operations.

Qualified employees on—

Beating.....	}	8.10	4	1	0
Application by machine of hardening resins to puffs.....					
Bottom filling.....					
Channel closing and edge raising.....					
Feeding nails to heeling machine.....					
Hand levelling of stitchdowns.....					
Heel covering.....					
Inserting stiffeners and puffs.....					
Louis heel flap clamping, Louis heel slicking.....					
Louis heel flap trimming by machine.....					
Reverse seat moulding for stitchdowns.....					
Seat nailing and/or pegging.....					
Seat rounding.....					
Shank attaching.....					
Sole tacking at seat for stuck on process.....					
Solutioning, damp and pasting.....					
Sorting hobs.....					
Sole laying welted work and/or rubber soles.....					
Sole tacking or sole fitting throughs and runners.....					
Tack pulling.....					
Tacking bottom stock to lasts.....					
Tacking over backs before pulling over on closed back shoes, tacks being placed not further than 1 inch from middle of back of heel seat. (See illustration).....					



Tacking over sandal backs where no stiffener is inserted.....	}	8.10	4	1	0
Tacking top pieces on stitchdowns and sandals.....					
All other wire grip tacking.....					
Upper stapling after lasting sides.....					
Upper trimming.....					

(Ratio.—See Section J.)

Hand-lasting Operations.

Qualified employees on—

(i) Pulling over by hand and/or hand lasting miners' or miners' type.....	12.60	6	6	0	
NOTE.—There shall be no quantum or supplementary wage allowed for the hand-lasting of miners' and miners' type footwear.					
(ii) Other pulling over by hand and/or hand-lasting.....	}	9.90	4	19	0
Hand-lasting seats of stitchdowns.....					
Hand-lasting in the manufacture of clogs.....					
Bench work such as riveting, putting on soles, and/or heels by hand, including rubber quarter tips....					
Tacking leather straps to wooden soles.....					

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

F. FINISHING DEPARTMENT.

Class I Operations.

	Per Week.		
	R	£	s. d.
Qualified employees on—			
(1) Edge trimming—			
(i) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots			
Rubber and rubber composition soles.....	12.60	6	6 0
Children's footwear up to and including size 1½.....			
All slippers (men's, women's and children's).....			
Stitchdown footwear produced from box hide and willow hide.....	14.40	7	4 0
(ii) All other work.....			
(2) Edge setting—			
(i) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots			
Through runners.....	10.20	5	2 0
Waists and/or top pieces.....			
Children's footwear, all sizes up to and including size 1½.....			
All slippers (men's, women's and children's).....	12.60	6	6 0
Stitchdown footwear produced from box hide and willow hide.....	12.60	6	6 0
(ii) Automatic edge-setting machine, all grades.....	10.20	5	2 0
(iii) All other work.....			
(3) Heel trimming.....			

(Ratio.—See Section J.)

Class II Operations.

Qualified employees on—			
Bitting by hand or machine.....			
Bottom scouring.....			
Heel scouring.....			
Heel spraying.....			
Ploughing out.....			
Complete finishing by hand.....	9.90	4	19 0
Top piece trimming.....			
Bunk wheeling.....			
Louis flap ironing.....			
Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners or bottoms and feather of edge.....			
Seat wheeling.....			
Top ironing (i.e., marking edge of forepart or waist of sole by machine or by hand tool whether before or after bottoms are faked and polished.....			
Welt wheeling.....			

(Ratio.—See Section J.)

Class III Operations.

Qualified employees on—			
Brushing, padding and/or burnishing.....			
Crow wheeling.....			
Finger scouring.....			
Heel breast cornering.....	8.10	4	1 0
Inking, staining, waxing and damping.....			
Inserting, slipping and putting away lasts.....			
Ploughing (removing the scarf round underedge of sole).....			
Rubbing off edges and bottoms.....			

(Ratio.—See Section J.)

G.—SHOE ROOM.

Qualified employees on—			
Faking.....	12.00	6	0 0
Patent repairing.....			
Embossing and/or stamping.....			
Boxing.....			
Dressing and/or sizing.....			
Dressing by spray gun.....			
Hand polishing and cleaning.....	7.20	3	12 0
Ironing.....			
Labelling.....			
Lining trimming.....			
Size stamping on footwear.....			
Socking.....			
Stamping descriptions and sizes on labels.....			
Quarter reforming by machine.....			

H.—LEARNERS.

(i) Learners engaged on the operations referred to in Section 4 of Part II of this Agreement—			
First six months.....	3.00	1	10 0
Second six months.....	3.50	1	15 0
Third six months.....	4.50	2	5 0
Fourth six months.....	5.50	2	15 0
Fifth six months.....	6.50	3	5 0
Sixth six months.....	7.50	3	15 0
Seventh six months.....	8.50	4	5 0
Eighth six months.....	10.00	5	0 0
Thereafter, the prescribed rate.			
(ii) Learners in Class III in the rough stuff, making and finishing departments, according to experience—			
First six months.....	2.70	1	7 0
Second six months.....	3.00	1	10 0
Third six months.....	3.30	1	13 0
Fourth six months.....	3.60	1	16 0
Fifth six months.....	4.20	2	2 0
Sixth six months.....	4.80	2	8 0
Thereafter, the prescribed rate.			

	Per Week.		
	R	£	s. d.
(iii) Other learners, according to experience—			
First six months.....	2.70	1	7 0
Second six months.....	3.00	1	10 0
Third six months.....	3.30	1	13 0
Fourth six months.....	3.60	1	16 0
Fifth six months.....	4.20	2	2 0
Sixth six months.....	4.80	2	8 0
Seventh six months.....	6.00	3	0 0
Eighth six months.....	7.20	3	12 0
Ninth six months.....	8.40	4	4 0
Tenth six months.....	10.20	5	2 0
Thereafter the prescribed rate.			

Provided—

- (a) that a learner who, whether before or during the currency of this Agreement, was engaged at a higher rate than that prescribed for one of his experience shall be paid increments, as though he had been by experience entitled to be paid at the rate at which he was engaged;
- (b) that a learner who is engaged on an operation for which a wage of less than R10.20 (£5. 2s. 0d.) is prescribed, shall not, while employed on such operation, be entitled to claim more than such prescribed wage;
- (c) that learners in the closing department and shoe room shall—
 - (i) after the sixth six months of experience become entitled to a wage of R7.20 (£3. 12s. 0d.) if on operations for which this rate is prescribed;
 - (ii) after the seventh six months of experience become entitled to a wage of R8.40 (£4. 4s. 0d.) if on operations for which this rate is prescribed.
- (d) that learners on Class II Operations other than on channelling and press cutting shall after the eighth six months of experience become qualified employees and become entitled to a wage of R9.90 (£4. 19s. 0d.);
- (e) that learners in the clicking department, on size stamping and painting, shall, after the sixth six months of experience become entitled to a wage of R8.10 (£4. 1s. 0d.).

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

J.—RATIOS.

- (i) Class I Operations in the rough and finishing departments.
For every three or part of three qualified employees on Class I Operations collectively in the Rough Stuff and Finishing Departments, there may be employed not more than one learner or probationer-apprentice; provided that for the purpose of this section apprentices shall be regarded as learners.
“Part of three” means a remainder of not less than two after the number of qualified employees has been divided by three.
- (ii) Class II Operations in the Rough Stuff, Making and Finishing Departments.
On these operations all taken collectively there may be employed not more than one learner to three or part of three qualified employees.
“Part of three” for this purpose means a remainder of not less than two after the number of qualified employees has been divided by three.
- (iii) Class III Operations in the Rough Stuff, Making and Finishing Departments.
On these operations all taken collectively there may be employed not more than two learners to each qualified employee.

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

(1) WAGES.

Qualified employees on—	Per Week.		
	R	£	s. d.
(a) Upper Cutting Department—			
Group 1.—Marking and/or cutting (from canvas or fabric).....	13.50	6	15 0
Group 2.—Marking and/or cutting (from rubber and/or canvas impregnated with rubber) gum boots	5.70	2	17 0
(b) Closing Department—			
Group 3.—All closing operations, including eyeletting, perforating and skiving.....	7.80	3	18 0
(c) Bottom Stock Department—			
Group 4.—Sole cutting from rubber by press or by hand.....	11.10	5	11 0
Group 5.—All other press cutting operations.....	7.50	3	15 0
(d) Making Department—			
Group 6—			
Hand-lasting, rubber sole attaching by hand.....	5.70	2	17 0
Vulcanising soles to uppers.....	5.70	2	17 0
Group 7—			
(i) Any other operations not specified in (a), (b), (c) and (d) above, excluding operations on moulded footwear.....	5.40	2	14 0
(ii) Any other operations on moulded footwear not specified in (a), (b), (c) and (d) above....	5.70	2	17 0

(2) LEARNERS.

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

According to experience—

First three months.....	2.70	1	7 0
Second three months.....	3.00	1	10 0
Third three months.....	3.30	1	13 0
Fourth three months.....	3.60	1	16 0
Fifth three months.....	4.20	2	2 0
Sixth three months.....	4.80	2	8 0

	Per Week.		
	R	£	s. d.
(ii) Other learners—			
According to experience—			
First six months.....	2.70	1	7 0
Second six months.....	3.00	1	10 0
Third six months.....	3.30	1	13 0
Fourth six months.....	3.60	1	16 0
Fifth six months.....	4.20	2	2 0
Sixth six months.....	4.80	2	8 0

Provided that a learner who is employed on an operation for which a weekly wage of less than R4.80 (£2. 8s. 0d.) is prescribed shall not, while he or she continues to be employed on such operation, be entitled to a higher wage than such prescribed wage, and provided further that a learner who is engaged on operations covered by section 1 (e) shall be paid R5.10 (£2. 11s. 0d.) for the sixth three months or sixth six months, as the case may be, of the learnership period.

(3) RATIOS.

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

(4) DIFFERENTIAL WORKING.

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

(5) MILK.

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

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

1. WAGES.

	Per Week.		
	R	£	s. d.
Qualified employees on—			
A. Upper Cutting Department—			
Upper cutting.....	10.80	5	8 0
Stock cutting and/or lining cutting.....	8.05	4	0 6
Upper assembling and/or marking and/or stamping.....	6.65	3	6 6
B. Machining Department—			
Toe caps.....	6.90	3	9 0
Collars.....			
Seams.....			
Binding.....			
Button-holing.....			
Buttoning.....			
Tongues.....			
Socks.....			
Pads.....			
C. Rough Stuff Department—			
(i) Sole cutting (all types).....	11.40	5	14 0
(ii) Insole cutting and lift and top-piece cutting.....	7.50	3	15 0
(iii) Stamping.....	6.60	3	6 0
D. Making Department—			
(i) Slipper turn-sewing.....	11.40	5	14 0
(ii) Steaming and blocking into shape—			
(a) Felt work.....	8.40	4	4 0
(b) Leather work, fabric cubans.....	9.00	4	10 0
(iii) Stuck-on process—			
(a) Hand lasting.....	8.70	4	7 0
Sole roughening.....			
Sole positioning on upper and press operating in one operation.....			
Sole positioning on upper at forepart seat before pressing.....			
Press operating with sole previously positioned.....			
(b) Solutioning operations.....	7.50	3	15 0
(c) Sole and insole tacking.....	7.20	3	12 0
(iv) Vulcanising soles to lasted uppers.....	8.70	4	7 0
(v) Slugging.....	7.50	3	15 0
(vi) Channelling.....	7.20	3	12 0
Hand levelling.....			
Heel attaching.....			
Tacking backs.....			
(vii) Slipper turning.....	5.70	2	17 0
E. Finishing Department—			
Edge trimming.....	11.10	5	11 0
Edge setting.....	8.10	4	1 0
Heel trimming.....	7.80	3	18 0
Scouring operations.....	6.90	3	9 0
Inking, staining and brushing.....	6.90	3	9 0
F. Shoe Room Department—			
All shoe room operations.....	6.60	3	6 0

(2) LEARNERS.

According to experience—	Per Week.		
	R	£	s. d.
First six months.....	2.70	1	7 0
Second six months.....	3.00	1	10 0
Third six months.....	3.30	1	13 0
Fourth six months.....	3.60	1	16 0
Fifth six months.....	4.20	2	2 0
Sixth six months.....	4.80	2	8 0
Seventh six months.....	6.00	3	0 0
Eighth six months.....	7.20	3	12 0
Ninth six months.....	8.40	4	4 0
Tenth six months.....	10.20	5	2 0

Provided that a learner who is employed on an operation for which a wage of less than R10.20 (£5. 2s. 0d.) is prescribed shall not, while employed on such operation, be entitled to claim more than such prescribed wage.

(3) RATIO.

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

(4) DIFFERENTIAL WORKING.

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

4. "PLATNATE" AND "DOPPERS".

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

(1) WAGES.

Qualified employees on—	Per Week.		
	R	£	s. d.
(i) Clicking.....	10.55	5	5 6
(ii) Machining by power.....	5.70	2	17 0
Machining other than by power.....	4.80	2	8 0
Other closing room operations.....	5.70	2	17 0
(iii) Sole cutting by power.....	12.55	6	5 6
Sole cutting other than by power.....	7.20	3	12 0
(iv) Pulling over by hand and/or hand-lasting.....	7.20	3	12 0
Stitching by hand.....	4.80	2	8 0
(v) Edge trimming by power.....	10.55	5	5 6
Edge trimming other than by power.....	7.20	3	12 0
(vi) Pairing and/or size marking.....	4.80	2	8 0
(vii) Any operation other than those specified in (i), (ii), (iii), (iv), (v) and (vi) hereof.....	7.20	3	12 0

(2) LEARNERS.

According to experience—	Per Week.		
	R	£	s. d.
First six months.....	2.70	1	7 0
Second six months.....	3.00	1	10 0
Third six months.....	3.30	1	13 0
Fourth six months.....	3.60	1	16 0
Fifth six months.....	4.20	2	2 0
Sixth six months.....	4.80	2	8 0

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

(3) RATIO.

For every three employees receiving not less than R4.80 (£2. 8s. 0d.) per week there may be employed not more than one employee at a wage of less than R4.80 (£2. 8s. 0d.).

(4) DIFFERENTIAL WORKING.

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

(5) GENERAL LABOURERS.

General labourers in any establishment.....	Per Week.		
	R	£	s. d.
	4.80	2	8 0

AANHANGSEL B VAN DEEL II VAN DIE OOREENKOMS.

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

BOEK VIR DIFFERENSIËLE LONE.

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

Werksaamheid.	Tyd begin.		Tyd opgehou.		Totale tyd.	Uurloon.	Loon betaalbaar.	Paraaf.		Opmerkings.
	Uur.	Min.	Uur.	Min.	Uur. Min.			R	Voorman.	Werker.

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

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

ANNEXURE B TO PART II OF THE AGREEMENT.

[Vide Section 4 (4) of this Part.]

DIFFERENTIAL WAGE BOOK.

No. _____

Week ending _____ Name _____

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

TOTAL WAGES EARNED..... R _____

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

Hierdie Ooreenkoms is op hede die 20ste dag van Desember 1960 namens die partye onderteken.

H. A. KENDALL,
Lid van die Raad.B. A. KEYTER,
Lid van die Raad.A. S. YOUNG,
Algemene Sekretaris van die Raad.

This Agreement signed on behalf of the parties on this 20th day of December, 1960.

H. A. KENDALL,
Member of the Council.B. A. KEYTER,
Member of the Council.A. S. YOUNG,
General Secretary of the Council.

No. 237.] [10 Februarie 1961.

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 bepalings van die Ooreenkoms en kennisgewing in verband met die Skoelafdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing No. 236 van 10 Februarie 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 237.] [10 February 1961.

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 subsection (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 Footwear Section of the Leather Industry, published under Government Notice No. 236 of the 10th February, 1961, 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. 238.] [10 Februarie 1961.

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 Oorlogsmaatreëls No. 43 van 1942 gepubliseer is, hierby die bepalings van subregulasie (1) van regulasie 2 van genoemde regulasies op ten opsigte van alle werknemers wat kragtens klousule 5 van die Ooreenkoms vir die Skoelafdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing No. 236 van 10 Februarie 1961 op 'n lewenskostetoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 238.] [10 February 1961.

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 Footwear Section of the Leather Industry, published under Government Notice No. 236 of the 10th February, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

No. 239.]

[10 Februarie 1961.]

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.—
AFDELING ALGEMENE GOEDERE.

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 afdeling Algemene Goedere van die Leernywerheid betrekking het, vanaf 14 Februarie 1961 en vir die tydperk wat op 13 Februarie 1964 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies 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, 3, 20 en 21 van Deel I, vanaf 14 Februarie 1961 en vir die tydperk wat op 13 Februarie 1964 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 Unie van Suid-Afrika; 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, 3, 4 (3) (e), 20 en 21 van Deel I, vanaf 14 Februarie 1961 en vir die tydperk wat op 13 Februarie 1964 eindig, in die Unie van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

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

- (a) Midland and Border Leather Industry Manufacturers' Association;
- (b) Cape Western and North-Western Leather Industries Employers' Association;
- (c) Transvaal Footwear, Tanning and Leather Trades Association;
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) South Western Districts Leather Industries' Association;
- (hierin „die werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die—
- (f) National Union of Leather Workers;
- (g) Transvaal Leather and Allied Trades Industrial Union; en
- (h) Trunk and Box Workers' Industrial Union (Transvaal);

(hierin „die werknemers” of „die vakverenigings” genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

No. 239.]

[10 February 1961.]

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, UNION OF SOUTH AFRICA.—GENERAL GOODS 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 General Goods Section of the Leather Industry shall be binding from the 14th February, 1961, and for the period ending the 13th February, 1964, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations 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, 3, 20 and 21 of Part I shall be binding from the 14th February, 1961, and for the period ending the 13th February, 1964, 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 Union of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the 14th February, 1961, and for the period ending the 13th February, 1964, the provisions contained in the said Agreement excluding clauses 2, 3, 4 (3) (e), 20 and 21 of Part I shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

- (a) The Midland and Border Leather Industry Manufacturers' Association;
- (b) The Cape Western and North-Western Leather Industries Employers' Association;
- (c) The Transvaal Footwear, Tanning and Leather Trades Association;
- (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) The South Western Districts Leather Industries' Association;
- (hereinafter referred to as “the employers” or “the employers' organizations”), of the one part, and—
- (f) The National Union of Leather Workers;
- (g) The Transvaal Leather and Allied Trades Industrial Union; and
- (h) The Trunk and Box Workers' Industrial Union (Transvaal);

(hereinafter referred to as “the employees” or “the trade unions”), of the other part, being parties to the National Industrial Council of the Leather Industry of South Africa.

DEEL I.

ALGEMENE BEPALINGS VAN TOEPASSING OP DIE AFDELING ALGEMENE GOEDERE VAN DIE LEERNYWERHEID.

1. WOORDOMSKRYWINGS.

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

- „Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
- „volwassene” 'n werknemer van 21 jaar of ouer;
- „basiese loon” kyk „loon”;
- „Raad” die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, wat ingevolge die bepalings van artikel twee van Wet No. 11 van 1924, soos gewysig geregistreer is en geag word ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig geregistreer te wees;
- „Distrikskomitee” 'n komitee wat ooreenkomstig die konstitusie van die Raad saamgestel is vir die toepassing van Ooreenkomste in 'n bepaalde gebied;
- „bedryfsinrigting” enige plek waarin werksaamhede in verband met die Nywerheid uitgevoer word;
- „Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ingevolge die bepalings van sy konstitusie aangestel is;
- „ondervinding” —

(a) die totale tydperk of tydperke diens, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, van die werknemer in die afdeling waarin hy in diens was, afgesien van die soorte werk in daardie afdeling waarvoor hy in diens was; diens in enige werksaamheid in enige afdeling in die Afdeling Algemene Goedere word gereken as diens vir enige ooreenstemmende werksaamheid en enige ander afdeling van die Afdeling Algemene Goedere; met dien verstande dat minstens die helfte van die tydperk waartydens 'n werknemer in diens was vir enige werksaamheid in die Afdeling Algemene Goedere, gereken moet word as diens vir enige ander werksaamheid in die Afdeling Algemene Goedere, en voorts met dien verstande dat die volle tydperk waarin 'n werknemer vir enige werksaamheid in die Afdeling Algemene Goedere in diens was, gereken moet word as diens vir enige ander werksaamheid in dieselfde bedryfsinrigting, waar dié diens-tydperke aaneenlopend is;

(b) omvat die jaarlikse verlof, vasgestel in artikel 10 van hierdie Deel en die gewone tydperk van verpligte militêre opleiding, maar nie 'n tydperk of tydperke van langer as drie agtereenvolgende weke waarin 'n werknemer van die werk afwesig was sonder die toedoen van die werkgever nie;

„Afdeling Algemene Goedere” van die Leernywerheid dié deel van die Nywerheid waarin die werkgewers en werknemers met mekaar geassosieer is—

- (1) vir die vervaardiging van die volgende goedere, hoofsaaklik uit leer—
 - (a) dokumentetasse, tasse en alle ander houers ontwerp vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;
 - (b) tuie, tooms, saals, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting uitgesonderd klere, dameshandsakke, inkopiesakke, breisakke, sakke vir Naturelle van die soort wat gewoonlik „Xhosa-sakke” genoem word, notetassies, beursies, oorlosiebande, polsbande, halsbande vir honde, leiband vir honde, reisdekenbande, kruisbande, lyfbande, kousophouers, kousbande, armbande, en ander soortgelyke artikels afgesien van hulle soort, maar wat bedoel is as plaasvervangers vir enige van bogenoemde artikels;
- (2) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging van die artikels in paragraaf (1) genoem uit ander soorte materiaal as leer, met dien verstande dat hierdie paragraaf nie die vervaardiging van inkopiesakke wat hoofsaaklik van papier gemaak is, omvat nie;
- (3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesel, hout, weefstof, seildoek of weefsel of enige samestelling daarvan;

„algemene arbeider” 'n werknemer wat uitsluitlik of hoofsaaklik in diens is in een of meer van die volgende werksaamhede:—

- (1) Personele, masjinerie, installasie, gereedskap, gerei, diere meubels of ander artikels skoonmaak;
- (2) houers was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, installasies, gereedskap, gerei of ander artikels dra, verplaas en/of opstapel;

PART I.

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

1. DEFINITIONS.

All expressions used in the Agreement which are defined in the Industrial Conciliation Act, 1956, 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 of the age of 21 years or over;
- “basic wage” see “wage”;
- “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;
- “District Committee” means a committee established in accordance with the constitution of the Council for the administration of Agreements in a particular area;
- “establishment” means any place in which any operations in connection with the industry are carried on;
- “Executive Committee” means the Executive Committee of the Council appointed in terms of its constitution;
- “experience” —

(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; employment on any operation in any department in the General Goods Section shall count as employment on any corresponding operation in any other department of the General Goods Section; provided that not less than half the period during which an employee has been engaged on any operation in the General Goods Section shall count as employment on any other operation in the General Goods Section, and provided further that the full period during which an employee has been engaged on any operation in the General Goods Section shall count as employment on any other operation in the same establishment, where such periods of employment are continuous;

(b) includes the annual holiday provided for in section 10 of this Part and the normal period of compulsory 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;

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

- (1) for the manufacture mainly from leather of—
 - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (b) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, native bags of the type commonly known as “Xosa bags”, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
 - (2) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1), provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
 - (3) for the manufacture of travelling requisites, including trunks mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- “general labourer” means an employee employed wholly or mainly in one or more of the following operations:—
- (1) Cleaning premises, machinery, plant, tools, utensils, animals, furniture or other articles;
 - (2) washing or cleaning containers;
 - (3) carrying, moving, and/or stacking raw materials, manufactured or semi-manufactured products; machinery, plant, tools, utensils or other articles;

- (4) voertuie of vergaarbakke laai of aflaai;
- (5) vuurmaak en/of vure aan die brand hou;
- (6) vuilgoed of as verwyder;
- (7) dose, pakke, bale of kratte oop- of toemaak;
- (8) dose, pakke of bale brandmerk, merk of sjabloneer;
- (9) tee, koffie, kakao of soortgelyke drankke maak;
- (10) op afleweringswaens of voertuie help;
- (11) briewe, boodskappe of goedere te voet of met 'n fiets of enige handvoertuig aflewer;

„halfdag” die gewone oggendwerktyd van die betrokke bedryfs-inrigting;

„uurloon” die weekloon gedeel deur 42, uitgesonderd in die geval van nagwagte, wanneer dit die weekloon gedeel deur 72 beteken, en uitgesonderd in die geval van 'n werknemer, uitgesonderd 'n werknemer of skofwerk, wat verplig of toegelaat word om in die nagure te werk, wanneer dit die weekloon gedeel deur 38 beteken;

„Nywerheid of Leernywerheid” die Afdeling Algemene Goedere van die Leernywerheid;

„leerling”—

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

„militêre opleiding” die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *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;

„nagure” die ure tussen 6 nm. en 6 vm.;

„buitewerk” werk wat deur of namens die werkgever uitgegee word om buite sy geregistreerde fabriek voltooi te word op enige onderdeel, materiaal of dele van 'n produk wat binne die bestek van hierdie Ooreenkoms val;

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

„werknemer, gekwalifiseer”—

- (1) 'n manlike werknemer wat of—
 - (a) 21 jaar oud is; of
 - (b) deur ondervinding geregtig daarop geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamhede waarvoor hy in diens is;
- (2) 'n vroulike werknemer wat deur ondervinding geregtig daarop geword het, om die volle loon te ontvang wat in hierdie Ooreenkoms gespesifiseer word vir die werksaamhede waarvoor sy in diens is;

„Sekretaris van die Raad” die Hoofsekretaris van die Raad, en omvat enige Assistent-sekretaris van die Raad;

„korttyd” 'n korter tydperk as die gewone werkure vir 'n week;

„loon” of „basiese loon” of „lone” die weekloon vir enige werksaamhede voorgeskryf in Aanhangsel C van Deel I en die Aanhangsel van Deel II van hierdie Ooreenkoms;

„aanvullende loon” die bykomende bedrag wat 'n werknemer bo sy basiese loon kan verdien as hy volgens 'n aanvullende loonstelsel of loonaansporingstelsel werk;

„loonaansporingskema” of „aanvullende loonskema” 'n stelsel van besoldiging waardeur 'n werknemer besoldig word volgens die hoeveelheid of omvang van die werk wat hy verrig, behoudens die voorwaarde dat hy minstens sy basiese loon moet ontvang, ongeag die hoeveelheid of omvang van die werk wat hy gedoen het;

„werk deur 'n noodtoestand genoodsaak” werk wat weens onvoorsiene omstandighede, met inbegrip van brande storms, ongelukke, epidemie, gewelddade, strakings, onklaarraking van installasies of masjinerie of vertraging in die lewering van materiaal, wat die Nywerheid regstreeks of onregstreeks raak, sonder versuim verrig moet word.

2. TOEPASSINGBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie ooreenkoms moet deur alle werkgewers in die Unie van Suid-Afrika nagekom word wat lede is van die werkgewersorganisasies en in die Afdeling Algemene Goedere van die Leernywerheid werksaam is, en deur alle werknemers (uitgesonderde persone wat uitsluitlik in diens is vir herstelwerk) wat lede is van die vakverenigings en in daardie Nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

3. DATUM EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid, kragtens die bepalinge van artikel *agt-en-veertig* van die Wet bepaal en bly van krag vir 'n tydperk van drie jaar, of vir 'n tydperk wat hy bepaal.

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

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

„hourly wage” means the weekly wage divided by 42, except in the case of a night watchman, when it shall mean the weekly wage divided by 72, and except in the case of an employee other than an employee engaged on shift work who is required or permitted to work during the night hours, when it shall mean the weekly wage divided by 38;

„Industry or Leather Industry” means the General Goods Section of the Leather Industry;

„learner” means—

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

„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;

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

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

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

„qualified employee” means—

- (1) a male employee who has either—
 - (a) reached the age of 21 years; or
 - (b) become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which he is employed;
- (2) a female employee who has become entitled by experience to receive the full wage specified in this Agreement for the operations upon which she is employed;

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

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

„wage” or „basic wage” or „wages” means the weekly wage for any operation as prescribed in Annexure C to Part I and the Annexure to Part II of this Agreement;

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

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

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

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Union of South Africa by all employers who are members of the employers' organisations and are engaged in the General Goods Section of the Leather Industry, and by all employees (other than persons engaged exclusively on repair work) who are members of the trade unions and who are employed in that industry and for whom minimum wages are prescribed in this agreement.

3. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force for a period of three years or such period as may be determined by him.

4. LONE EN LOONSKALE.

(1) (a) Behoudens die bepalings van artikel 7 en 18 van hierdie Deel, mag geen werkgewer laer lone betaal en geen werknemer laer lone aanneem nie as dié wat in Aanhangsel C van Deel I en in die Aanhangsel van Deel II van hierdie Ooreenkoms voorgeskryf word ten opsigte van enige werksaamheid wat die werknemer verrig, en elke werkgewer moet voorts die getalsverhouding of ander voorwaardes wat in genoemde Aanhangsels voorgeskryf word, nakom.

(b) Behalwe waar daar anders bepaal word, moet die voorgeskrewe lone oor die hele Unie van Suid-Afrika betaal word.

(c) Uitgesonderd in die geval van 'n nagwag en 'n werknemer uitgesonderd 'n werknemer op skofwerk wat verplig of toegelaat word om in die nagure te werk, is die lone, voorgeskryf in die Aanhangsel van Deel I en II van hierdie Ooreenkoms, gelees met paragraaf (a) hiervan, betaalbaar vir 'n werkweek van 42 uur. In die geval van 'n nagwag is die lone betaalbaar vir 'n werkweek van 72 uur en in die geval van 'n werknemer op skofwerk wat verplig of toegelaat word om in die nagure te werk, vir 'n werkweek van 38 uur. Die werkweek mag nie voor Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die voorwaardes vir oordydwerk waarvoor voorsiening gemaak word in artikel 8 van hierdie deel.

(d) As minder ure gewerk word as dié wat in paragraaf (c) hiervan voorgeskryf word, kan die loon van elke werknemer na verhouding verminder word, uitgesonderd in die geval van 'n nagwag en met dien verstande dat as 'n motorvoertuigbestuurder op enige dag minder as die voorgeskrewe ure moet werk, hy by die toepassing van hierdie artikel geag word sy gewone getal ure te gewerk het vir daardie dag ongeag die getal ure werklik deur hom gewerk.

(2) Alle verdienste en die bykomende bedrae wat in artikel 5 en 6 van hierdie Deel genoem word, moet wekeliks in kontant betaal word op of voor Vrydag en gedurende die gewone werksure van die bedryfsinrigting, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag van die bedryfsinrigting. Die verdienste moet in 'n verseëlde koevert geplaas word waarop die volgende met inpotlood of ink aan die buitekant geskryf moet word, naamlik die naam of nommer en loonskaal van die werknemer, die datum van betaling, die ure gewerk, besonderhede van aftrekkings gedoen en die netto bedrag van verdienste daarin en wel op die volgende wyse:—

Werknemer.....	.....
Loonskaal.....	.....
Ure gewerk.....	.....
Verskuldigde loon.....	.....
Aftrekkings—	
Werkloosheidsbystandfonds.....	.....
Siektebystandfonds.....	.....
Voorsorgsfonds.....	.....
Versekerings- of pensioenfonds.....	.....
Ledegeld aan vakvereniging.....	.....
Raadheffings.....	.....
*Totale aftrekkings.....	.....
Netto verdienste.....	.....
Werkgewer.....	.....
Datum.....	.....

* Slegs totale aftrekkings hoef aangedui te word, uitgesonderd in die geval van enige veranderinge in die netto verdienste van 'n werknemer, wanneer die aftrekkings vir daardie week in besonderhede uiteengesit moet word, soos aangedui.

(3) Met uitsondering van die volgende, mag geen aftrekkings van enige aard van die geld aan 'n werknemer verskuldig, gemaak word nie:—

- Wanneer 'n werknemer van die werk afwesig is, 'n bedrag, *pro rata* vir die tydperk van sodanige afwesigheid.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, werkloosheid-, siekte-, versekerings- of pensioenfondse, en vir spaarfondse wat die Raad goedkeur, en enige bedrag wat die werknemer verskuldig is ten opsigte van etes, tee en/of ander verversings wat die werkgewer verskaf teen 'n koste waartoe die werknemer ingestem het.
- Heffings ingevolge die bepalings van artikel 12 van hierdie Deel van die Ooreenkoms.
- Enige bedrag wat 'n werkgewer verplig is om namens 'n werknemer te betaal ingevolge 'n wet, ordonnansie of regs-geding.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes aan die fondse van 'n vakvereniging wat 'n party by die Raad is.
- 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vorder of aanneem nie.

(5) Waar werk in 'n inrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgewer aan elkeen van die werknemers sy verdienste betaal.

(6) Niks in hierdie Ooreenkoms kan enige tydloon wat tans betaal word en wat gunstiger is as dié wat in hierdie Ooreenkoms vir die werknemer vasgestel is, verlaag solank hy in diens van dieselfde werkgewer is nie.

4. WAGES AND RATES.

(1) (a) Subject to the provisions of sections 7 and 18 of this Part, no employer shall pay and no employee shall accept wages less than those prescribed in Annexure C to Part I and the Annexure to Part II of this Agreement in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in the said Annexures.

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

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

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

(2) All earnings and the additional amounts referred to in sections 5 and 6 of this part shall be paid in cash weekly not later than on Friday and during the ordinary working hours of the establishment, or on termination of employment if this takes place before the ordinary pay-day of the establishment. The earnings shall be placed in a sealed envelope on the outside of which the name or number and rate of wages of the employee, the date of payment, the hours worked, details of deductions made and the net amount of earnings contained therein shall be written in indelible pencil or ink in the following manner:—

Employee.....	.....
Wage rate.....	.....
Hours worked.....	.....
Wages due.....	.....
Deductions—	
Unemployment fund.....	.....
Sick benefit fund.....	.....
Provident fund.....	.....
Insurance or pension.....	.....
Trade union subscriptions.....	.....
Council levies.....	.....
*Total deductions.....	.....
Net earnings.....	.....
Employer.....	.....
Date.....	.....

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

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

- Where the employee is absent from work, a *pro rata* amount for the period of such absence.
- With the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council, and any amount due by an employee in respect of meals, tea and/or other refreshment supplied by an employer at a charge agreed to by the employee.
- Levies in terms of section 12 of this part of the Agreement.
- Any amount paid by an employer compelled by any law, 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 any Trade Union which is a Party to the Council.

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

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

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

5. SPESIALE BONUS.

(1) Behoudens die bepalings van subartikel (2) en (3) van hierdie artikel, moet elke werkgewer aan elkeen van sy werknemers wat in diens is in die Afdeling Reisbenodigdhede, Saals, Tuie en Naturellekoffers, 'n spesiale bonus betaal wat bereken word teen 2 persent van die bedrag van dié werknemer se basiese loon plus die lewenskostetoelae vasgestel in artikel 6.

(2) Die spesiale bonus wat ingevolge die bepalings van hierdie artikel betaalbaar is, word geag as ingesluit te wees by enige aanvullende loon wat 'n werknemer kan verdien wat in diens is kragtens 'n aansporingsbonusskema; met dien verstande dat dié aanvullende loon twee persent of meer bedra van sodanige werknemer se basiese loon. Ingevolge hierdie aanvullende loon minder as twee persent van die werknemer se basiese loon bedra is dié werknemer nietemin geregtig op betaling van die spesiale bonus teen twee persent in plaas van sodanige aanvullende loon.

(3) 'n Werkgewer wat 'n werknemer meer betaal as die basiese loon wat in hierdie Ooreenkoms voorgeskryf word, kan nie verplig word om daarbenewens die spesiale bonus te betaal nie; met dien verstande dat die bedrag waarmee die werklike loon meer is as die basiese loon, minstens twee persent is. Ingeval die bedrag waarmee die werklike loon meer is as die basiese loon, minder is as twee persent, moet die werkgewer die verskil betaal in die vorm van 'n spesiale bonus.

(4) In die geval van 'n werknemer wat oortyd werk, moet die spesiale bonus wat aan die werknemer betaal moet word ten opsigte van die tydperk van oortyd, bereken word teen sy gewone besoldigingskaal en nie teen oortydskale nie.

6. LEWENSKOSTETOELAE.

(1) Behoudens die bepalings van subartikel (2) van hierdie artikel, moet elke werkgewer aan elkeen van sy werknemers, benewens die ander besoldiging van dié werknemer, 'n lewenskostetoelae betaal wat bereken word teen die skaal van 60 persent op sodanige ander besoldiging vir 'n tydperk van agtien maande, bereken vanaf die datum waarop hierdie Ooreenkoms van krag word, en daarna tot die verstryking van hierdie ooreenkoms teen 62½ persent.

Vir die toepassing van hierdie paragraaf omvat die uitdrukking "besoldiging" nie die spesiale bonus wat in artikel 5 van hierdie Ooreenkoms genoem word nie.

(2) Ingeval 'n werknemer oortydwerk doen moet genoemde lewenskostetoelae betaalbaar ten opsigte van die tydperk van oortyd gewerk, bereken word teen sy gewone besoldigingskaal en nie teen oortydskale nie.

(3) Ingeval die lewenskostetoelae wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf is, hoër is as die lewenskostetoelae wat in hierdie artikel voorgeskryf word, is dié hoër toelae betaalbaar en moet dié betaal word, met dien verstande dat 'n bedrag van tot 20 persent van die basiese loon voorgeskryf ingevolge die bepalings van die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. 2933 van 16 November 1951, soos weer bepaal en gewysig by Goewermentskennisgewing No. 206 van 8 Februarie 1957, beskou moet word as lewenskostetoelae vir die toepassing van genoemde Oorlogsmaatreël.

7. WERKURE.

(1) Behoudens soos anders in hierdie Ooreenkoms bepaal, mag geen werkgewer vereis of toelaat dat 'n ander werknemer as een wat uitsluitlik as nagwag in diens is—

(a) langer as 42 uur met uitsondering van etes, in 'n week werk nie; of

(b) langer as 8 uur, met uitsondering van etes, op 'n dag werk nie; met dien verstande dat—

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

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

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

(d) en dat 'n vroulike werknemer—

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

(ii) na eenuur nm. op meer as vyf dae per week werk nie.

(2) Vir die toepassing van paragraaf (a) van subartikel (1) word 'n werknemer wat nie op 'n vakansiedag genoem in subartikel (6) van artikel 10 van hierdie Deel werk nie, of wat minder as sy gemiddelde gewone werkure werk vir daardie dag van die week waarop die vakansiedae val, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

(3) Die gewone werkure van 'n nagwag mag hoogstens 72 per week wees en die nagwag moet een nag diensvry wees in sewe opeenvolgende nagte.

5. SPECIAL BONUS.

(1) Subject to the provisions of sub-sections (2) and (3) of this section every employer shall pay to each of his employees employed in the Travelling Requisites, Saddlery, Harness and Native Trunk Sections, a special bonus calculated at the rate of 2 per cent upon the sum of such employee's basic wage plus the cost of living allowance provided for in section 6.

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

(3) An employer who pays any employee more than the basic wage prescribed in this Agreement shall not be required to pay the special bonus in addition thereto, provided that the amount by which the actual wage exceeds the basic wage is not less than 2 per cent. In the event of the amount by which the actual wage exceeds the basic wage being less than 2 per cent, the employer shall pay the difference in the form of a special bonus.

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

6. COST OF LIVING ALLOWANCE.

(1) Subject to the provisions of sub-section (2) of this section, every employer shall pay to each of his employees in addition to the other remuneration of such employee a cost of living allowance calculated at the rate of 60 per cent upon such other remuneration for a period of eighteen months calculated from the date of commencement of this Agreement, and thereafter until the expiration of this agreement at the rate of 62½ per cent.

For the purposes of this paragraph the term "remuneration" does not include the special bonus mentioned in section 5 of this Agreement.

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

(3) 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 section, such higher allowance shall become payable and be paid, provided that an amount up to 20 per cent of the basic wage prescribed in terms of the Agreement published under Government Notice 2933 of the 16th November, 1951, as re-enacted and amended by Government Notice No. 206 of the 8th February, 1957, shall be deemed to be cost of living allowance for the purpose of the said War Measure.

7. HOURS OF WORK.

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

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

(b) to work for more than 8 hours, excluding meal times, on any one day; Provided that in any establishment in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or

(d) who is a female, to work—

(i) between six o'clock p.m. and six o'clock a.m.; or

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

(2) For the purposes of paragraph (a) of sub-section (1) an employee who does not work on any holiday referred to in sub-section (6) of section 10 of this part or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

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

(4) As dit nie van werknemers vereis word om op 'n dag by die bedryfsinrigting te wees nie, moet hulle voor daardie dag afsonderlik daarvan in kennis gestel word of deur middel van 'n kennisgewing opgeplak in die afdeling of afdelings waarin hulle in diens is, met die strekking dat hulle dienste nie nodig sal wees nie.

As hulle nie aldus in kennis gestel is nie, is werknemers wat op die gewone werksyd by die bedryfsinrigting opdaag, geregtig daarop om vir minstens 'n halfdag te werk of om die besoldiging vir 'n halfdag in plaas daarvan te ontvang.

Werknemers wat in die namiddag by die bedryfsinrigting opdaag, is daarop geregtig om twee uur te werk of om in plaas daarvan besoldiging vir twee uur te ontvang, tensy kennis van die voorneme om nie te werk nie, reeds in die loop van die oggend deur die werkgever gegee is.

In die geval van 'n werknemer wat ophou werk ten gevolge van 'n onklaarraking, is hy geregtig op besoldiging vir die eerste uur en vir enige tyd langer as 'n uur wat hy in die bedryfsinrigting moet bly.

(5) Waar korttyd in 'n bedryfsinrigting gewerk word, moet dit gelyk versprei word waar dit ook al moontlik is onder alle werkers in die betrokke afdeling.

(6) Die volgende rustye moet aan elke werknemer toegestaan word, en dit word as tyd gewerk gereken:—

(a) Op elke dag 'n tydperk van minstens tien minute in die oggend tussen die ure 10 vm. en 11 vm., met dien verstande dat een uur gewerk is;

(b) van Maandae tot Vrydae, 'n tydperk van minstens tien minute elke namiddag tussen die ure 3.30 nm. en 4.30 nm., met dien verstande dat een uur gewerk is.

Die bediening van alle masjinerie in die bedryfsinrigting moet bestaak word gedurende die rustye bepaal in (a) en (b) van hierdie subartikel en van geen werknemer kan vereis word om te werk nie.

(7) Waar werknemers aan die einde van werksyd moet „uitklok”, moet die werkgever reëlings tref om werknemers in staat te stel om die fabriek op die regte tyd waarop die werk moet ophou, te verlaat.

(8) (a) Indien meer as een skof in 'n bedryfsinrigting of afdeling gewerk word, moet die werkgever die Raad in kennis stel van die begin- en ophoutyd van elke skof en enige afwyking daarvan.

(b) Wanneer enige skof tot in die nagure duur, moet vir sodanige nagure teen 'n premie van 5 persent volgens die uurskaal betaal word wat, by die toepassing van hierdie artikel, die weekloon is gedeel deur 42 vir die ure tussen 6 nm. en 10 nm. gewerk, en teen 'n premie van 10 persent volgens die uurskaal insgelyks bereken, vir ure tussen 10 nm. en 6 vm. gewerk.

(c) Tyd wat 'n werknemer aan skofwerk bestee buite die gewone skofure soos aan die Raad verstrekk, is onderworpe aan die bepalings van artikel 8 (3).

(d) Wanneer volgens 'n drieskofstelsel gewerk word, is die bepalings van artikel 8 (3) van toepassing op alle ure wat gewerk is bo en behalwe 7½ uur werksyd.

(e) Die bepalings van artikel 8 (4) is nie van toepassing in die geval van 'n werknemer wat werk op 'n skof wat tot 'n Saterdag duur en wat op Vrydag begin het nie.

(9) (a) Elke werkgever moet binne 'n maand vanaf die datum waarop hierdie Ooreenkoms van krag word, die Raad skriftelik voorsien van die begin- en ophoutyd van elke seksie of afdeling van sy bedryfsinrigting.

(b) Elke werkgever wat afwyk van die tye in paragraaf (a) genoem, moet die Raad skriftelik in kennis stel van die afwyking binne drie dae na die datum waarop daarvan afgewyk is.

8. OORTYD.

(1) Ondanks die bepalings van paragrawe (a) en (b) van subartikel (1) van artikel 7 van hierdie Deel, en behoudens die bepalings van hierdie artikel, kan 'n werkgever vereis of toelaat dat 'n werknemer oortyd werk vir 'n totale tydperk van hoogstens die volgende per week—

(a) tien uur; of

(b) 'n getal ure (wat meer as tien kan wees) wat deur die Raad vasgestel is en waarvan skriftelike kennis aan die werkgever gegee word, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is, gespesifiseer 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 soos volg oortyd te dien nie:—

(a) Langer as twee uur op 'n dag;

(b) op meer as drie opeenvolgende dae;

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

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

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

(ii) die werknemer van 'n toereikende ete voorsien het voordat sy met die oortyd begin; of

(iii) die werknemer betyds genoeg 'n voorgeskrewe toelae betaal het om haar in staat te stel om 'n ete te bekom voordat die oortyd begin.

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

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

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

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

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

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

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

(a) On each day a period of not less than ten minutes in the morning between the hours of 10 a.m. and 11 a.m. provided that one hour has been worked.

(b) From Mondays to Fridays a period of not less than ten minutes each afternoon between the hours of 3.30 p.m. and 4.30 p.m. provided that one hour has been worked.

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

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

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

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

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

(d) When a three-shift system is worked the provisions of Section 8 (3) shall apply to all hours worked in excess of 7½ hours working time.

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

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

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

8. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) of section 7 of this part and save as is provided in this section, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

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

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

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

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

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

(iii) paid such employee a prescribed allowance in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

(3) 'n Werknemer, uitgesonderd 'n nagwag, wat voor sy gewone reëntyd of na sy gewone ophoutyd werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk en behoudens die bepalings van subartikel (4) hiervan, as hy in diens is, soos volg betaal word:—

- (a) Op enige dag van Maandag tot en met Vrydag, teen sy uurloon plus 33½ persent;
- (b) op Saterdagmiddag, teen sy uurloon plus 50 persent.

(4) As dit in 'n inrigting gebruiklik is om die gewone werkeek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n nagwag, van wie vereis word om op 'n Saterdagmôre te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, een en 'n derde maal sy uurloon betaal word afgeien van die getal ure wat werklik tussen Maandag en Vrydag gewerk is.

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

- (a) die werknemer die volgende betaal—

- (i) indien hy vir hoogstens vier uur aldus werk, minstens die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (ii) indien hy vir langer as vier uur aldus werk, besoldiging teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag, na gelang van die grootste; of

(b) die werknemer besoldiging betaal teen 'n skaal van minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk op dié Sondag gewerk, en hom binne sewe dae na daardie Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loon asof hy op dié vakansiedag se gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(6) As 'n werknemer op 'n ander basis betaal word as in ooreenstemming met die tyd werklik deur hom gewerk, moet sy ewone loon vir die toepassing van hierdie artikel bereken word sof hy per uur betaal word en dit moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of, na gelang van die kortste tydperk, gedurende die totale tydperk van sy diens by die etrokke werkgever, te deel deur die getal ure wat gewerk is gedurende die tydperk ten opsigte waarvan sodanige loon betaal is.

(7) 'n Nagwag wat op diens is vir 'n langer tydperk as 12 peenvolgende ure, moet vir sodanige oortyd teen sy uurloon plus 33½ persent betaal word. 'n Nagwag wat op diens is gedurende sy diensvry nag moet dubbel sy uurloonskaal betaal word.

(8) 'n Werknemer op 'n loonaansporingskema wat oortyd werk, moet teen die skaal betaal word wat in hierdie artikel vir sodanige oortyd voorgeskryf word; met dien verstande dat oortyd legs op sy gewone weeklikse besoldiging, met uitsluiting van aanvullende lone, bereken moet word.

9. KORTTYD.

(1) 'n Werkgever wat voornemens is om korttyd te werk, moet 'n werknemers of individueel of in 'n skriftelike kennisgewing 'at in die afdeling of afdelings opgeplak word waar hulle in diens is, kennis daarvan gee voor of op die dag voordat sodanige oortyd gewerk gaan word.

(2) As daar in 'n bedryfsinrigting korttyd gewerk is, kan die werkgever, behoudens die bepalings van paragraaf (d) van subartikel (1) van artikel 4, 'n *pro rata*-bedrag aftrek van die gewone weeklikse besoldiging van die betrokke werknemer.

(3) As korttyd in 'n bedryfsinrigting ingestel is, moet die werknemer, waar moontlik, die werk gelyk verdeel onder die werknemers in die betrokke afdeling.

(4) Die besoldiging van werknemers op korttyd moet gedurende 'n erkure uitbetaal word.

10. VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werkgever moet aan elke werknemer by hom in diens op of voor 24 Desember van elke jaar verlof van minstens twee peenvolgende weke en twee dae toestaan, en aan die werknemer letters op die laaste werkdag voor die aanvang van dié verlof vir elke maand diens by die werkgever, as verloftoelae 'n bedrag betaal wat gelyk is aan een-twaalfde van die loon wat hy in vee weke en twee dae sou verdien; met dien verstande dat—

(a) die tydperk van die verlof nie mag saamval met 'n tydperk wat die werknemer kennis van diensbeëindiging gegee of ontvang het, of militêre opleiding ondergaan nie;

(b) as 'n openbare vakansiedag, genoem in subartikel (6) van hierdie artikel, 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 tegelyk 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 daelikse gemiddelde gewone werkure gewerk het.

L.W.—Vir die doel van berekening van die verskuldigde verfbetaling ingevolge hierdie klousule, is betaling vir „twee dae” veevrydes van die weekloon.

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

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

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

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

- (a) pay to the employee—

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

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

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

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

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

9. SHORT TIME.

(1) An employer who proposes to work short time shall give to his employees notice either individually or in writing posted in the department or departments in which they are employed not later than the day prior to that on which such short time is to be worked.

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

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

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

10. HOLIDAYS AND ANNUAL LEAVE.

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

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

(b) if any public holiday referred to in sub-section (6) of this section 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) By diensbeëindiging moet die werkgewer aan die werknemer die bedrag van die verloftoelae betaal wat verskuldig is op die datum van die beëindiging en bereken soos bepaal by subartikel (1).

(3) Diens vir 'n halfmaand of langer word vir die berekening van die verloftoelae betaalbaar ingevolge subartikels (1) en (2) as 'n volle maand diens gereken en „halfmaand” beteken enige tydperk van 15 opeenvolgende kalenderdae (afgesien van werkdag); met dien verstande dat indien 'n werknemer te eniger tyd gedurende die maand waarin die fabriek vir verloftoelae sluit, diensopsegging gegee word, hy die volle verlofbetaling vir daardie maand, bereken ooreenkomstig subartikel (1), moet ontvang; en voorts met dien verstande dat indien 'n werknemer die diens opse en die diensopsegging op die sluitingsdag van die fabriek gedurende genoemde maand verstryk, hy geregtig is om die een-twaalfde verlofbetaling vir die maand te ontvang.

(4) Die bedrag van die verloftoelae betaalbaar ingevolge subartikels (1), (2) en (3) moet bereken word teen die skaal van die loon wat die werknemer ontvang het onmiddellik voor die datum met ingang waarvan sy verlof toegestaan is, of na gelang van die geval, die datum waarop sy diens beëindig is.

Wanneer 'n werknemer besoldig word op 'n basis wat nie bereken word volgens die tyd wat hy werklik gewerk het nie, moet die skaal van sy besoldiging vir die doel van die berekening van sy verloftoelae betaalbaar ingevolge die bepalings van subartikels (1), (2) en (3), bereken word asof hy per uur betaal word, en dit moet op enige datum bepaal word deur sy totale besoldiging gedurende die tydperk van agt weke onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, na gelang van die kortste, te deel deur die getal ure wat gewerk is, gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is; met dien verstande dat indien dit nodig is om bogenoemde skaal van besoldiging te bereken vir die doel om die verloftoelae wat verskuldig is ten opsigte van die jaarlikse verloftydperk genoem in subartikel (1) hiervan, te betaal, voornoemde tydperk van agt weke of die totale tydperk van sy diens, na gelang van die kortste, geag moet word dat dit verval op 'n datum van hoogstens vier weke voor die datum waarop die werknemer se verlof toegestaan word.

(5) Elke tydperk wat 'n werknemer—

(a) ingevolge subartikel (1) met verlof is; of

(b) militêre opleiding meemaak; of

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

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

moet vir die toepassing van subartikels (1) en (2) as diens beskou word, met dien verstande dat die bepalings van paragraaf (d) nie van toepassing is ten opsigte van 'n tyd van afwesigheid weens siekte van meer as drie opeenvolgende dae as die werknemer na 'n versoek deur die werkgewer versuim om 'n dokterseertifikaat voor te lê dat hy deur siekte verhinder is om sy werk te doen; of ten opsigte van daardie gedeelte van 'n algehele tydperk van afwesigheid gedurende enige twaalf maande diens wat bo 30 dae is nie.

(6) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Uniedag, Gelofte-dag, Kersdag en Nuwejaarsdag is vakansiedae met volle betaling; met dien verstande dat as 'n werknemer op enigeen van daardie dae werk, sy werkgewer hom besoldiging moet betaal teen 'n skaal van minstens sy gewone loon ten opsigte van die totale tydperk wat op dié dag gewerk word, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(b) As 'n werknemer se diens eindig gedurende die kalenderweek waarin Goeie Vrydag val, moet hy, benewens alle ander besoldiging wat aan hom verskuldig is, deur die eerste werkgewer wie se diens hy gedurende daardie kalenderweek verlaat het, twee dae se besoldiging ten opsigte van Goeie Vrydag en Paasmaandag betaal word.

(c) Indien enigeen van die openbare vakansiedae wat in paragraaf (a) van hierdie subartikel genoem word, op 'n Saterdag val, moet die betaling 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 hy, benewens alle ander besoldiging wat aan hom verskuldig is, een dag se besoldiging betaal word ten opsigte van elk van die openbare vakansiedae (Gelofte-dag, Kersdag en Nuwejaarsdag) ten opsigte waarvan geen betaling reeds aan hom gedoen is nie, en die loon wat ten opsigte van elkeen van die vakansiedae betaalbaar is, moet bereken word teen een vyfde van die gewone weekloon.

(e) Voordat 'n werkgewer sy bedryfsinrigting sluit vir die jaarlikse vakansietyd, in subartikel (1) van hierdie artikel genoem, moet hy—

(i) sy werknemers minstens 30 dae kennis gee van die fabriek se laatste sluitingsdatum en die vroegste datum waarop die fabriek sal heropen; en

(ii) voordat die fabriek sluit, sy werknemers kennis gee van die werklike datum waarop die fabriek sal heropen.

'n Werkgewer wat van voorneme is om sy bedryfsinrigting te sluit vir 'n vakansietyd wat nie in subartikel (1) van hierdie artikel genoem word nie, moet sy werknemers minstens drie werkdag kennis gee van dié voorgenome sluiting en moet in die kennisgewing die tyd noem wanneer dit nie van sy werknemers verwag sal word om te werk nie.

(2) Upon termination of employment, the employer shall pay to the employee the amount of the leave allowance due as at the date of such termination, calculated as provided in sub-section (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-sections (1) and (2) and "half a month" shall mean any period of fifteen consecutive calendar days (irrespective of working days); provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes he shall receive the full holiday pay calculated in terms of sub-section (1) for that month, and provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month he shall be entitled to receive the one-twelfth holiday pay for the month.

(4) The amount of the leave allowance payable in terms of sub-sections (1), (2) and (3) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment is terminated, as the case may be.

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

(5) Any period during which an employee—

(a) is on leave in terms of sub-section (1); or

(b) undergoes military training; or

(c) is absent from work on the instructions or at the request of his employer; or

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

shall be deemed to be employed for the purposes of sub-section (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.

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

(b) If an employee's service terminates during the calendar week in which Good Friday falls he shall, in addition to any other remuneration due to him, be paid by the first employer whose services he left during that calendar week, two day's pay in respect of Good Friday and Easter Monday.

(c) If any of the public holidays referred to in paragraph (a) of this sub-section 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 (The Day of the Covenant, Christmas Day and New Year's Day) in respect of which no payment has already been made to him and the wage payable for each such holiday shall be calculated at the rate of one-fifth of the normal weekly wage.

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

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

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

An employer who proposes to close his establishment for an holiday other than the holiday period referred to in sub-section (1) of this section shall give his employees at least 3 working days' notice of such closing, and shall state in such notice the period during which the employees will not be required to work.

Die kennisgewings hierbo genoem, moet skriftelik wees en moet deur die werkgewer opgeplak wees op 'n plek wat maklik vir die werknemers toeganklik is.

11. WERKPLEK EN BUITEWERK.

(1) Geen werkgewer kan van 'n werknemer vereis of hom toelaat om op 'n ander plek as in sy vaste inrigting in die Nywerheid te werk nie.

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

(3) (a) Geen werkgewer mag vereis of toelaat dat buitewerk verrig word nie behalwe kragtens 'n lisensie wat deur die Uitvoerende Komitee uitgereik is; met dien verstande dat alle werkgewers in die Nywerheid op die datum waarop hierdie Ooreenkoms van krag word, geag word van hierdie bepaling vrygestel te wees en dat 'n vrystellingslisensie aan hulle uitgereik moet word.

(b) Indien hy oortuig is daarvan dat die skale wat betaal word of die toestande waaronder buitewerk verrig word, nadelig is vir die belange van ander werkgewers of werknemers in die Nywerheid, kan die Uitvoerende Komitee enige lisensie wat kragtens hierdie artikel uitgereik is, intrek deur een week skriftelik kennis te gee aan die betrokke werkgewer.

(c) Ingeval die Uitvoerende Komitee nie daarvan oortuig is dat buitewerk deur 'n werkgewer uitbestee nie nadelig is vir die belange van ander werkgewers of die werknemers in die Nywerheid nie, kan hy sodanige werkgewer versoek om of regstreeks of aan 'n agent van die Raad sodanige inligting te verskaf as wat hy mag verlang t.o.v. die verrigting van buitewerk.

(d) Die Uitvoerende Komitee kan, sonder nadere kennisgewing, die lisensie intrek wat aan 'n werkgewer uitgereik is wat versuim om die inligting genoem in subartikel (3) binne 14 dae nadat hy aldus versoek is, te verskaf, of binne sodanige verlengde tydperk as wat die Uitvoerende Komitee kan vasstel.

12. RAADSFONDS.

Om die uitgawes van die Raad te dek, moet elke werkgewer op elke betaaldag onderstaande aftrek—

(a) 1c van die verdienste van elkeen van sy werknemers vir wie 'n minimum loon van minder as R4.80 per week voorgeskryf is;

(b) 2c van die verdienste van elkeen van sy werknemers vir wie 'n minimum loon van R4.80 of meer maar minder as R9.60 per week voorgeskryf is;

(c) 3c van die verdienste van elkeen van sy werknemers vir wie 'n minimum loon van R9.60 per week of meer voorgeskryf is.

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

13. DIENSBEEÏNDIGING.

(1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet minstens een week skriftelik kennis gee van sy voorneme om die kontrak te beëindig. 'n Week diensopsegging beteken 'n volle week se werk of 'n volle week se besoldiging teen die skaal van die werknemer se gewone weeklikse besoldiging.

(2) Die diensopsegging in subartikel (1) voorgeskryf, moet gegee word voor of op en is van krag vanaf die dag waarop die gewone werkweek van die inrigting eindig.

(3) 'n Werkgewer kan die dienskontrak sonder diensopsegging beëindig, met dien verstande dat hy 'n bedrag gelykstaande met die gewone weeklikse besoldiging wat die werknemer ontvang ten tye van sodanige beëindiging, aan die werknemer betaal, en die bepaling van hierdie subartikel is *mutatis mutandis* van toepassing op 'n werknemer wat die dienskontrak sonder kennisgewing wil beëindig.

(4) 'n Werknemer wie se dienste nie benodig sal word na verstryking van die verloftydperk in subartikel (1) van artikel 10 van hierdie Ooreenkoms voorgeskryf nie, moet minstens een week voor sodanige verloftydperk begin van dié feit kennis gegee word. So nie, is hy geregtig op betaling in plaas van kennisgewing, van 'n bedrag gelykstaande met die gewone weeklikse besoldiging wat hy ontvang het ten tye van die aanvang van sodanige tydperk.

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

(6) Die bepalinge van subartikels (1) tot (5) van hierdie artikel maak geen inbreuk op die volgende nie—

(a) die reg van 'n werkgewer of sy werknemer om die dienskontrak sonder kennisgewing op te se om enige rede wat by die Wet as voldoende erken word;

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstydperk van gelyke duur aan albei kante, en vir 'n langer tydperk as dié wat in hierdie artikel voorgeskryf is.

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

11. PLACE OF EMPLOYMENT AND OUTWORK.

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

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

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

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

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

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

12. COUNCIL FUNDS.

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

(a) 1c from the earnings of each of his employees for whom minimum rates of less than R4.80 per week are prescribed;

(b) 2c from the earnings of each of his employees for whom minimum rates of R4.80 or over but less than R9.60 per week are prescribed;

(c) 3c from the earnings of each of his employees for whom minimum rates of R9.60 per week or over are prescribed.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

13. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee who desires to terminate the contract of employment shall give not less than one week's notice in writing of his intention to terminate the contract. A week's notice shall mean a full week's work or a full week's remuneration at the rate of the employee's ordinary weekly remuneration.

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

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

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

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

(6) The provisions of sub-sections (1) to (5) of this section shall not affect—

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

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

(7) Waar 'n werknemer korttyd gewerk het vir altesaam minder as 42 uur se werk in 'n tydperk van vier agtereenvolgende weke, word sy dienskontrak by verstryking van sodanige tydperk gereken as outomaties beëindig en is die werknemer geregtig op betaling van 'n bedrag gelykstaande met sy gewone weeklikse besoldiging benewens enige besoldiging ingevolge hierdie Ooreenkoms vir die werk wat hy verrig het. Enige tydperk waarin 'n bedryfsinrigting gesluit is onmiddellik voor of na die jaarlikse verloftydperk in subartikel (1) van artikel 10 bepaal, word as korttyd gereken.

(8) As 'n openbare vakansiedag, uitgesonderd een van die vakansiedae in subartikel (6) van artikel 10 van hierdie Ooreenkoms genoem, op 'n werkdag van binne enige tydperk van kennisgewing ingevolge hierdie artikel, en die afdeling van die inrigting waarin die betrokke werknemer in diens is, op so 'n dag gesluit is, is die werknemer nogtans geregtig om vir so 'n openbare vakansiedag 'n bedrag betaal te word gelykstaande met een vyfde van sy gewone weeklikse besoldiging.

(9) Die diensopseggingstydperk in subartikel (1) van hierdie artikel voorgeskryf, moet nie saamval met 'n werkgewer mag nie sy diens opse in die werknemer se afwesigheid met jaarlikse verlof ingevolge artikel 10 van hierdie Ooreenkoms of in enige tydperk van militêre opleiding nie.

(10) As 'n werknemer langer as 30 agtereenvolgende dae van sy werk afwesig is a.g.v. siekte of 'n bevalling, is die werkgewer daarop geregtig om die diens van die werknemer summier sonder besoldiging te beëindig deur die werknemer en die Sekretaris van die Raad skriftelik in dier voege in kennis te stel.

(11) By die toepassing van subartikels (3), (4) en (7) van hierdie artikel sluit „gewone weeklikse besoldiging” nie enige bykomende loon in nie.

14. VERSEKERING VAN LONE INGEVAL VAN BRAND.

Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis uitneem en in stand hou wat voorsiening maak vir die betaling van die bedrag van een week se loon aan alle werknemers van die werkgewer wat as gevolg van brand hul werk verloor; met dien verstande dat as die werksstilstand 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, moet hy dit nie reeds gedoen het nie, 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 in die Nywerheid te werk, by die Raad 'n bedrag deponeer wat gelyk is aan een week se lone van alle werknemers in die bedryfsinrigting, wat die Raad in 'n spesiale trustbeleggingsrekening moet hou 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 geld aldus belê, kom die algemene fondse van die Raad toe.

15. DIENSSERTIFIKATE.

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

(2) Elke werknemer aan wie 'n sertifikaat ooreenkomstig subartikel (1) hiervan uitgereik is, moet, wanneer hy in die Nywerheid verdere diens aanvaar, die sertifikaat aan die werkgewer toon, wat die sertifikaat veilig moet bewaar solank sodanige werknemer by hom in diens is. Geen werkgewer mag 'n werknemer in diens neem nie, tensy die werknemer sodanige sertifikaat toon of 'n sertifikaat geteken deur die Sekretaris van die Distrikskomitee of die Sekretaris van die Raad, waarin die vorige ondervinding van die applikant, as hy het, vermeld word.

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

(4) Elke werkgewer moet aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, 'n sertifikaat in die vorm van Aanhangsel B van hierdie Ooreenkoms voorlê ten opsigte van elke werknemer wat sy diens verlaat. Sodanige sertifikaat moet in volgorde genommener en die werkgewer moet van elkeen 'n afskrif hou.

(5) Indien 'n applikant om werk 'n leerling is, moet die werkgewer eis dat hy 'n geboortesertifikaat of ander 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 vanaf die datum van indiensneming, maar die werknemer moet binne daardie tyd 'n geboortesertifikaat voorlê. As die werknemer na die drie maande nie so 'n sertifikaat kan toon nie, moet die werkgewer by die Distrikskomitee, of as daar nie 'n Distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek om vrystelling van die bepaling van hierdie subartikel doen.

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

In die geval van Naturelle, kan 'n sertifikaat wat deur die Bantoesaakkommissaris onderteken is, in plaas van 'n sertifikaat van die ouer of voog aangeneem word.

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

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

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

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

(11) For the purposes of sub-sections (3), (4) and (7) of this section “ordinary weekly remuneration” does not include any supplementary wage.

14. INSURANCE OF WAGES IN CASE OF FIRE.

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

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

15. SERVICE CERTIFICATES.

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

(2) Every employee who has been issued with a certificate in terms of sub-section (1) hereof shall, on accepting further employment in the industry, produce the certificate to the employer who shall retain the certificate in safe keeping while such employee remains in his employment. No employer shall engage an employee unless such employee produces such a certificate or a certificate signed by the Secretary of a District Committee or the Secretary of the Council specifying the previous experience of the applicant, if any.

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

(4) Every employer shall furnish to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, a certificate in the form of Annexure B to this Agreement in respect of every employee leaving his service. Such certificates shall be numbered consecutively and one copy of each shall be retained by the employer.

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

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

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.

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

16. VERTEENWOORDIGERS VAN VAKVERENIGINGS OP DIE RAAD.

Alle werkgewers moet aan elkeen van hul werknemers wat die vakverenigings in die Raad of enigeen van die komitees daarvan verteenwoordig, alle fasiliteite verleen om sy pligte in verband met die werk van die Raad en sodanige komitees te vervul.

17. 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 uitspreek wat nie met die bepalinge daarvan strydig is nie.

18. VRYSTELLING.

(1) Die Raad of Uitvoerende Komitee kan op aanbeveling van 'n Distrikskomitee of volgens sy eie besluit aan of ten opsigte van enige persoon, om 'n goeie en geldige rede, vrystelling van enige van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad of Uitvoerende Komitee moet ten opsigte van elke persoon aan wie vrystelling verleen word die voorwaardes waarop en die termyn waarvoor die vrystelling verleen word, vasstel; met dien verstande dat die Raad of Uitvoerende Komitee na goeddunke en nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek.

Met dien verstande dat waar dit onmoontlik is om eers die goedkeuring van die Raad of die Uitvoerende Komitee te verkry, laar aan 'n werknemer bo die ouderdom van 21 jaar, ten opsigte van wie aansoek gedoen is om vrystelling ten einde 'n skaal van minder as dié wat voorgeskryf is, toe te laat minstens die skaal betaal moet word wat vasgestel is deur die Distrikskomitee vanaf die datum waarop hy met die werk begin.

Voorts met dien verstande dat indien die Raad of Uitvoerende Komitee 'n hoër skaal voorskryf as dié skaal wat deur die Distrikskomitee vasgestel is, sodanige hoër skaal van toepassing moet wees vanaf die datum van die besluit van die Raad of Uitvoerende Komitee.

Indien die Raad of Uitvoerende Komitee 'n aansoek weier, nag agterstallige lone bereken word slegs vir daardie tydperk anger as ses weke vanaf die datum waarop daar met die werk begin is.

(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 wat die volgende vermeld:—

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystelling verleen word; en
- (d) die termyn 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 aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

(5) Geen vrystelling van die bepalinge van paragraaf (d) van subartikel (1) van artikel 7 van hierdie Ooreenkoms mag kragtens hierdie artikel verleen word aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig nie; behalwe vir die doel om werk te doen—

- (a) wat deur 'n noodgeval vereis word; of
- (b) wat nodig is om die verlies aan grondstowwe wat behandel word en aan vinnige bederf onderhewig is, te voorkom.

19. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

Geen werkgewer mag 'n werknemer onder die ouderdom van vyftien jaar toelaat of van hom vereis om in 'n bedryfsinrigting e werk nie.

20. AGENTE.

Die Raad moet een of meer persone aanstel om as agente by die toepassing van die bepalinge van hierdie Ooreenkoms behulpzaam te wees. Elke werkgewer is verplig om dié persone toe te aat om sy bedryfsinrigting binne te gaan en om dié vrae te stel en om die dokumente, boeke, loonstate, betaalboekerte en betaal-taarte te ondersoek en om dié persone te ondervra wat nodig nag wees ten einde vas te stel of aan die bepalinge van hierdie Ooreenkoms voldoen word.

21. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Aan lede van die vakverenigings moet voorrang geskenk word by indiensneming en werkgewers moet aan amptenare van die vakverenigings alle redelike fasiliteite verleen om werknemers e organiseer.

(2) Die lede van die vakvereniging in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenwoordigers en/of 'n werkwinkelkomitee uit hul midde aan te stel ooreenkomstig die bepalinge vir die aanstelling van werkwinkelverteenwoordigers en werkwinkelkomitees vervat in die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet volle erkenning

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.

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

17. ADMINISTRATION OF AGREEMENT.

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

18. EXEMPTIONS.

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

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

Provided that where it is not possible to obtain the prior approval of the Council or Executive, an employee over the age of 21 years in respect of whom application has been made for exemption to permit of a rate less than the rate prescribed being paid, shall be paid not less than the rate laid down by the District Committee from the date he commences on the operation.

Provided further that in the event of the Council or Executive specifying a higher rate than the rate laid down by the District Committee, such higher rate shall apply from the date of the Council's or Executive's decision.

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

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

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

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

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

(5) No exemption from the provisions of paragraph (d) of sub-section (1) of section 7 of this Agreement shall be granted under this section to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

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

19. PERSONS UNDER THE AGE OF FIFTEEN YEARS.

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

20. AGENTS.

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such 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.

21. EMPLOYMENT OF MEMBERS OF TRADE UNION.

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

(2) The members of the trade unions in each establishment shall have the right to appoint one or more shop stewards and/or a shop committee from amongst themselves, in accordance with any provisions for the appointment of shop stewards and shop committees in the constitution of the trade union concerned and the employer concerned shall accord full recognition to such shop

van dié werkwinkelvertegenwoordigers en werkwinkelkomitee verleen en alle redelike fasiliteite verskaf vir sy vergaderings en raadpleging met hulle oor sake betreffende verskille en diensvoorwaardes van die werknemers in die algemeen.

(3) 'n Werkgewer moet op skriftelike versoek van 'n werknemer die bedrag van sy ledegeld vir die vakvereniging van die loon van die werknemer aftrek en dit aan die amptenaar oorhandig wat deur die vakvereniging aangestel is om dit te ontvang.

22. LISENSIERING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE.

(1) Aansoek om verlof om 'n leerling 'n werksaamheid te laat verrig wat genoem word in artikel 5 van Deel II van hierdie Ooreenkoms, moet deur die werkgewer aan die Raad gerig word op dié vorm wat deur die Raad voorgeskryf word.

(2) Elke lisensie in subartikel (1) genoem, moet deur die Sekretaris van die Raad geteken word en moet die leerling se naam en ouderdom meld, die werk wat hy moet verrig, die minimum loon wat aan hom betaalbaar is, die werkgewer se naam en die termyn waarvoor die lisensie van krag bly.

(3) Die Raad of die Uitvoerende Komitee kan na goeddunke en met een week skriftelike kennisgewing aan die werkgewer en aan die werknemer, 'n lisensie wat ingevolge hierdie bepaling uitgereik is, intrek, of die termyn van geldigheid verstryk het of nie.

(4) Van elke lisensie wat ingevolge hierdie bepaling uitgereik word, moet die werknemer 'n duplikaat ontvang.

(5) Vir die doel van vasstelling van die minimum loon wat aan die leerling, kragtens hierdie bepaling in diens, betaal moet word, moet die duur van al sy diens in die Nywerheid in aanmerking geneem word.

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

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

23. VERBODE DIENS.

Ondanks enigiets wat in hierdie Ooreenkoms daarmee strydig is, kan geen bepaling wat die indiensneming of indienshouding van 'n werknemer vir 'n klas werk of op enige voorwaarde verbied, beskou word dat dit die werkgewer onthef van betaling van besoldiging en nakoming van voorwaardes wat hy sou moes betaal het of nakom, as die indiensneming of indienshouding nie verbode was nie, en die werkgewer moet voortgaan met betaling van daardie besoldiging asof die indiensneming of indienshouding nie verbode was nie.

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.

22. LICENCING OF LEARNERS ON CERTAIN OPERATIONS.

(1) Application for permission to employ a learner upon an operation referred to in section 5 of Part II of this Agreement shall be made by the employer to the Council on such form as may be prescribed by the Council.

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

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

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

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

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

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

23. PROHIBITED EMPLOYMENT.

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

AANHANGSEL A VAN DEEL I.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

Familienaam	Voorname
Adres	Nuwe adres
Voorsorgsfondsnummer	Nuwe adres
Geboortedatum	Nuwe adres
Geslag	Nuwe adres
Ras	Handtekening van Werknemer

ONDERVINDING.

Naam van werkgewer.	Datum van indiensneming.	Loon.	Datum van uitdiens-treding.	Loon.	Beroep.	Dienstydperk.	Is diens uit eie beweging verlaat (Ja of Nee).	Handtekening van werkgewer.
						Jare Maande Dae.		

L.W.—Hierdie kaart moet veilig bewaar word aangesien dit 'n noodsaaklike rekord vir Raads- en Voorsorgsfondsdoeleindes is.

ANNEXURE A TO PART I.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

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

EXPERIENCE.

Name of Employer.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Whether lift of own accord (Yes or No).	Employer's Signature.
						Yrs.	Mnths.	Dys.		

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

AANHANGSEL B VAN DEEL I.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

No. van Sertifikaat _____

Afdeling van die Nywerheid _____

Naam en adres van werkgever _____

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

1. Familiernaam (of Naturellenaam) _____
Fondsnummer _____
2. Voornamen _____
Belastingnummer (N.) _____
3. Adres _____
4. Geboortedatum _____ Geslag _____ Ras _____
5. Werk _____
6. Loon betaal op datum van uitdienstreding _____
Loongroep (a) S.F. _____ (b) P.F. _____
7. Datum waarop in diens getree _____
8. Datum waarop uit diens getree _____
9. Uit eie beweging uit diens getree (Ja/Nee) _____
10. Datum van jongste verhoging ingevolge Ooreenkoms _____
11. Die nommer van die dienssertifikaat uitgereik deur vorige werkgever _____ (vermeld naam) was _____
12. Siekefonds:—
(a) Getal hydraes tot op datum _____
(b) Bystand tot op datum opgehoop _____ ure.

Uitgereik te _____ dag van _____ 19____
 hierdie _____

Handtekening van Werkgever/Sekretaris. _____

ANNEXURE B TO PART I.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

No. of Certificate _____

Section of the Industry _____

Name and address of employer _____

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

1. Surname (or Native name) _____
Fund No. _____
2. Christian Names _____
Tax No. (N.) _____
3. Address _____
4. Date of Birth _____ Sex _____ Race _____
5. Operations _____
6. Wage paid at date of leaving _____
Wage Group (a) S.F. _____ (b) P.F. _____

7. Date of entering service.....
 8. Date of leaving service.....
 9. Whether left of own accord (Yes/No).....
 10. Date of last increase in terms of Agreement.....
 11. The number of the certificate of service issued by previous employer.....
 (insert name) was.....
 12. Sick Fund:—
 (a) Number of contributions to date.....
 (b) Benefit accrued to date..... hours.

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

Signature of Employer/Secretary.

AANHANGSEL C VAN DEEL I.

	Per Week.		
	R	£	s. d.
A. Nagwagte.....	6.60	3	6 0
B. Magasynmanne en/of pakhuismanne, versendingsklerke.....	9.00	4	10 0
C. Ketelbedieners.....	5.70	2	17 0
„Ketelbediener” beteken 'n werknemer wat die stroomdruk en waterstand in enige stoomketel op peil hou; so 'n werknemer kan ook vuurmaak en/of vure aan die brand hou.			
„Versendingsklerk” beteken 'n werknemer wat verantwoordelik is vir die ontvang van goedere in of van 'n magasyn of pakhuis of van afdelings vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymeekaarmaak van die goedere, die natel van pakkette en die weeg, merk of adresseer daarvan.			
„Verpakker” beteken 'n werknemer wat pakkette opmaak, goedere voorberei vir pakkette, kartonhouers volmaak, kratte, kiste of ander houters maak en volmaak.			
„Magasynman” en/of „pakhuisman” beteken 'n werknemer in algemene beheer oor voorrade en wat verantwoordelik is vir die ontvang van goedere in die magasyn en die bære en hantering daarvan, die aflewering uit die magasyn aan afdelings, of vir deursending en/of verpakking in die magasyn of pakhuis en die uitpak daarvan.			
D. Motorvoertuigbestuurder wat 'n voertuig bestuur wat gelisensieer is vir die dra of trek van 'n vrag van—	8.40	4	4 0
(i) onder 3 ton.....	9.00	4	10 0
(ii) 3 ton.....	9.60	4	16 0
(iii) oor 3 ton maar nie oor 5 ton nie.....	11.40	5	14 0
(iv) oor 5 ton maar nie oor 7 ton nie.....			
Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op motorvoertuigbestuurders:—			
„Werkure” omvat alle tydperke wat bestuur word en alle tyd wat aan ander werk in verband met die voertuig of die vrag bestee word en alle tydperke wat 'n werknemer verplig is om op sy pos te bly gereed om te werk as dit nodig is, maar sluit nie etenstye in nie.			
„Motorvoertuig” beteken 'n voertuig wat anders as deur die krag van mens of dier voortbeweeg word.			
„Loonvrag” beteken die „netto dravermoë” of die „netto vrag” wat 'n voertuig kan dra of trek kragtens 'n motortransportsertifikaat of vrystellingsertifikaat wat ten opsigte van die voertuig deur die Plaaslike Padvervoerrade kragtens die Motortransportwet, 1930, soos gewysig, uitgereik is.			
E. Minderjariges wat werk verrig waarvoor lone nie in hierdie Ooreenkoms voorgeskryf is nie:—			
Eerste ses maande.....	2.70	1	7 0
Tweede ses maande.....	3.00	1	10 0
Derde ses maande.....	3.30	1	13 0
Vierde ses maande.....	3.60	1	16 0
Vyfde ses maande.....	4.20	2	2 0
Sesde ses maande.....	4.80	2	8 0
Daarna.....	5.40	2	14 0
F. Werk in verband met kartondoosvervaardiging:—			
(i) Bediening van valmes en/of rotasiesnymasjiën en/of kerfmasjiën—			
(a) kragmasjiën.....	13.20	6	12 0
(b) handmasjiën.....	10.55	5	5 6
(c) kartondoosvervaardigers.....	6.00	3	0 0
(ii) Kartondoosvervaardiging, volgens ondervinding—			
Eerste ses maande.....	2.70	1	7 0
Tweede ses maande.....	3.00	1	10 0
Derde ses maande.....	3.30	1	13 0
Vierde ses maande.....	3.60	1	16 0
Vyfde ses maande.....	4.20	2	2 0
Sesde ses maande.....	4.80	2	8 0
Daarna.....	6.00	3	0 0
G. Werknemers wat met die hand letters set en etikette met 'n drukmasjiën druk.....	11.90	5	19 0
H. Verpakkers.....	5.10	2	11 0

ANNEXURE C TO PART I.

		Per Week.		
		R	£	s. d.
A.	Night watchmen.....	6.60	3	6 0
B.	Storemen and/or warehousemen, despatch clerks.....	9.00	4	10 0
C.	Boiler attendants.....	5.70	2	17 0
"Boiler attendant" means an employee who is actively employed on maintaining steam pressure and water content in any boiler; such employee may also be employed on the making and/or maintaining of fires. "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. "Packer" means an employee employed in parcelling, preparing goods for parcelling, filling cartons, making and filling crates, cases or other receptacles. "Storeman and/or warehouseman" means an employee who is in general charge of stores and who is responsible for receiving goods into stores and the storing and handling of same, the delivery of same out of store to departments or for transit and/or for packing within the store or warehouse and the unpacking thereof.				
D.	Motor vehicle drivers driving a vehicle authorised to carry or haul a pay-load of—			
	(i) under 3 tons.....	8.40	4	4 0
	(ii) 3 tons.....	9.00	4	10 0
	(iii) over 3 tons but not exceeding 5 tons.....	9.60	4	16 0
	(iv) over 5 tons but not exceeding 7 tons.....	11.40	5	14 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 vehicle 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 hours. "Motor vehicle" means a conveyance propelled by other than human or animal power. "Pay-load" means the "not carrying capacity" or the "net load" which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Local Road Transportation Boards in terms of the Motor Carrier Transportation Act, 1930, as amended.				
E.	Minors employed on occupations for which rates have not been prescribed in this Agreement:—			
	First six months.....	2.70	1	7 0
	Second six months.....	3.00	1	10 0
	Third six months.....	3.30	1	13 0
	Fourth six months.....	3.60	1	16 0
	Fifth six months.....	4.20	2	2 0
	Sixth six months.....	4.80	2	8 0
	Thereafter.....	5.40	2	14 0
F.	Cardboard box making operations:—			
	(i) Guillotine and/or rotary cutting machine and/or scoring machine operating by—			
	(a) power.....	13.20	6	12 0
	(b) hand.....	10.55	5	5 6
	(c) cardboard boxmakers.....	6.00	3	0 0
	(ii) Making cardboard boxes, according to experience:—			
	First six months.....	2.70	1	7 0
	Second six months.....	3.00	1	10 0
	Third six months.....	3.30	1	13 0
	Fourth six months.....	3.60	1	16 0
	Fifth six months.....	4.20	2	2 0
	Sixth six months.....	4.80	2	8 0
	Thereafter.....	6.00	3	0 0
G.	Employees employed on hand typesetting and printing labels on a printing machine.....	11.90	5	19 0
H.	Packers.....	5.10	2	11 0

DEEL II.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE AFDELING ALGEMENE GOEDERE VAN DIE LEER NYWERHEID.

1. LOONAANSPORINGSTELSEL.

(1) Geen werkgewer mag van enige werknemer vereis of hom toelaat om 'n aandeel te hê in of deel te neem aan enige loonaansporingstelsel of stukwerk te doen nie, tensy sodanige werkgewer kragtens 'n vrystellingslisensie behoorlik daartoe gemagtig is. So 'n vrystellingslisensie kan deur die Raad of deur die uitvoerende Komitee van die Raad uitgereik word volgens die bepalings en voorwaardes wat die Raad van tyd tot tyd kan voorskryf.

(2) Aansoek om sodanige vrystelling moet in die eerste plek by die Distrikskomitee in wie se gebied die bedryfsinrigting van die werkgewer geleë is, gedoen word, en die Distrikskomitee moet dan by die Uitvoerende Komitee 'n aanbeveling doen ten opsigte van die aansoek. Behalwe enige ander besonderhede wat die werkgewer moontlik wil voorlê, moet elke aansoek die naam van die firma, die getal werknemers, die afdeling en die betrokke werksaamhede, en die hooftreke van die voorgenoemde stelsel insluit.

2. VERSKILLENDE WERKSAAMHEDE.

'n Gekwalifiseerde werknemer wat in 'n week twee of meer soorte werk verrig, bepaal in die Aanhangsel van hierdie Deel, moet besoldig word teen die loon wat hy sou verdien as hy vir die hele tyd wat gedurende daardie week gewerk word, enkel en alleen die hoogstbesoldigde werksaamhede verrig het.

3. GETALSVERHOUDING.

Die bepaling insake getalsverhouding in die Aanhangsel van Deel II moet deur alle werkgewers en werknemers in die Nywerheid nagekom word.

Vir die doeleindes van die bepaling van getalsverhouding van werknemers, word werkgewers nie meegereken nie.

4. BESKERMENDE KLERE EN GEREEDSKAP.

Werknemers moet hul eie gereedskap verskaf, maar gereedskap wat as gevolg van gewone slytasie op raak, en gereedskap wat per ongeluk gebreek word, moet deur die werkgewer vervang word; ook moet die werkgewer toeluttikissies vir die gereedskap verskaf; met dien verstande dat as 'n leerling nie sy eie gereedskap kan aanskaf nie, die werkgewer so 'n leerling moet help om die gereedskap te verkry, of die gereedskap wat nodig is vir die verrigting van die werksaamhede waarvoor hy in diens geneem is, aan hom moet verskaf. Daardie gereedskap bly die werkgewer se eiendom.

Werkgewers moet aan alle manlike werknemers 'n voorskoot met borsstuk daaraan, of ander geskikte klere, en aan alle vroulike werknemers 'n oorrok of ander geskikte klere, as beskermende klere verskaf.

Dié beskermende klere moet deur die werkgewer in 'n goeie toestand gehou word en dit bly sy eiendom.

5. LISENSIERING VAN LEERLINGE.

Geen werkgewer mag 'n leerling enigeen van die volgende werksaamhede wat in die Aanhangsel van hierdie Deel van die Ooreenkoms genoem word, laat verrig nie:—

(2) Afdeling Reisbenodigdhede, subartikels (ii), (iii), (iv) en (vii) (a).

(3) Afdeling Saalmakery, subartikel (ii).

(5) Afdeling Handsakke, subartikels (i), (ii), (iii) en (v), uitgesonderd kragtens 'n lisensie deur die Raad of die Uitvoerende Komitee uitgereik kragtens die bepaling van artikel 22 van Deel I van hierdie Ooreenkoms, na die Raad of die Uitvoerende Komitee homself oortuig het dat behoorlike fasiliteite vir die opleiding van dié leerlinge bestaan;

Met dien verstande dat 'n leerling wat, hetsy voor of gedurende die looptyd van hierdie Ooreenkoms, in diens was teen 'n hoër loon as dié wat vir iemand van sy ondervinding voorgeskryf is, verhogings betaal moet word asof hy op grond van ondervinding geregtig was op betaling teen die loon waarop hy in diens geneem is.

Die Sekretaris van die Raad moet van alle lisensies wat kragtens die bepaling van hierdie artikel uitgereik word, 'n register hou en bowendien moet die sekretarisse van die Distrikskomitees van alle lisensies wat in hulle onderskeie gebiede uitgereik word, 'n register hou en daarbenewens moet die agente van die Raad minstens eenkeer elke ses maande aan die betrokke Distrikskomitee 'n verslag voorleë oor die vordering van gelisensieerde leerlinge in hulle onderskeie gebiede. As 'n Distrikskomitee oortuig is dat 'n leerling nie behoorlike opleiding ontvang nie, kan hy by die Uitvoerende Komitee aanbeveel dat daardie leerlinge se lisensie ingetrek word.

PART II.

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

1. WAGE INCENTIVE SYSTEM.

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

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

2. DIFFERENTIAL WORKING.

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

3. RATIO.

The ratio provisions in the annexure to Part II shall be observed by all employers and employees in the industry.

Employers shall not be reckoned for the purpose of determining the ratio of employees.

4. TOOLS AND PROTECTIVE CLOTHING.

Employees shall provide their own tools but ordinary waer and tear and accidental breakages shall be replaced by the employer; also lock-up cupboards for the tools shall be provided by the employer.

Provided that where a learner is unable to provide his own tools the employer shall assist such learner to obtain tools or shall provide him with tools necessary for him to perform the operations on which he is engaged. Such tools shall remain the property of the employer.

Employers shall provide as protective clothing to all male employees a bibbed apron or other appropriate garment and to all female employees an overall or other appropriate garment.

Such protective clothing shall be kept in good condition by the employer and shall remain his property.

5. LICENSING OF LEARNERS.

No employer shall employ a learner on any of the following operations specified in the Annexure to this Part of the Agreement:—

(2) Travelling Requisites Department, sub-sections (ii), (iii), (iv) and (vii) (a).

(3) Saddlery Department, sub-section (ii).

(5) Handbag Department, sub-section (i), (ii), (iii) and (v), except under licence issued by the Council or Executive in terms of the provisions of section 22 of Part I of this Agreement after the Council or Executive has satisfied itself that proper facilities exist for the training of such learners.

Provided that a learner who, whether before or during the currency of this Agreement was engaged at a higher rate than that prescribed for one of his experience shall be paid increments as though he had been by experience entitled to be paid at the rate at which he was engaged.

The Secretary of the Council shall maintain a register of all licences issued in terms of this section and the Secretaries of each District Committee shall in addition maintain a register of all licences issued in their respective areas, and in addition the agents of the Council shall submit to the District Committee concerned a report on the progress of licenced learners in their respective areas at least once in every six months. Where a District Committee is satisfied that a learner is not receiving proper training, it may recommend to the Executive cancellation of such learner's licence.

AANHANGSEL VAN DEEL II VAN DIE OOREENKOMS.

	Per Week.		
	R	£	s. d.
1. Algemene arbeiders.....	4.80	2	8 0
2. Afdeling Reisbenodigdhede:—			
OPMERKING.—, Reisbenodigdhede" beteken handkoffers en dokumentetasse, allerlei soorte koffers, reissakke en alle soorte houters wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap, dokumente en musiekinstrumente te bevat, hoofsaaklik uit leer, vesel, hout, stof, seildoek of weefsel of enige kombinasie daarvan, maar omvat nie breisakke, skooltas, oop of toe inkopiesakke waarvan die maksimum mate 18 duim lank en/of 10 duim hoog en/of 10 duim of minder wyd is nie. Vir die toepassing van hierdie artikel en van artikel 7 is 'n toe inkopiesak 'n sak wat met knippies en/of drukkertjies en/of ritssluiters toegemaak word, maar omvat nie dames- of kinderhandsakke nie.			
(i) Voorman.....	16.80	8	8 0
Minstens een voorman moet in die afdeling in diens wees. 'n Voorman is 'n werknemer wat belas is met die toesig oor die afdeling en wat uitsluitlik daarin werksaam is.			
(ii) Gekwalifiseerde werknemers in diens in verband met kragaangedrewe rotasiesnymasjiene en valmesmasjiene, krag- of hand-, en houtbewerkingmasjiene, maar nie boormasjiene nie.....	15.60	7	16 0
L.W.—'n Valmesmasjien is 'n masjien met 'n valmes.			
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	6.30	3	3 0
Tweede ses maande.....	8.70	4	7 0
Derde ses maande.....	11.10	5	11 0
Daarna.....	15.60	7	16 0
(iii) Gekwalifiseerde werknemers in verband met die vervaardiging van reisbenodigdhede, waarvan leer die hoofbestanddeel is, in diens vir ander werksaamhede as dié waarvoor in hierdie artikel spesifiek voorsiening gemaak word.....	14.40	7	4 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	4.20	2	2 0
Derde ses maande.....	4.80	2	8 0
Vierde ses maande.....	5.40	2	14 0
Vyfde ses maande.....	6.60	3	6 0
Sesde ses maande.....	8.10	4	1 0
Volgende drie maande.....	9.00	4	10 0
Volgende drie maande.....	9.90	4	19 0
Volgende drie maande.....	10.80	5	8 0
Volgende drie maande.....	11.70	5	17 0
Daarna.....	14.40	7	4 0
Getalsverhouding.—Vir elke werknemer wat 'n loon van minstens R14.40 (£7. 4s. 0d.) per week ontvang, kan hoogstens een werknemer teen 'n loon van minder as R 14.40 (£7. 4s. 0d.) per week in diens wees.			
(iv) Gekwalifiseerde werknemers wat hoekstikmasjiene of ander masjiene bedien wat vir dergelike klasse werk gebruik word.....	13.50	6	15 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	4.20	2	2 0
Tweede ses maande.....	5.40	2	14 0
Derde ses maande.....	6.60	3	6 0
Vierde ses maande.....	7.80	3	18 0
Daarna.....	13.50	6	15 0
(v) Gekwalifiseerde werknemers wat die volgende masjiene bedien (tensy elders gespesifiseer):—			
(a) Handskêr-, boor-, plooi-, buig- en gleufmasjiene.....	11.40	5	14 0
(b) Keep-, klink-, spyker-, lym- en plak-, metaalrandvassit-, metaalrandrol- en toebehorebevestigingsmasjiene.....	11.40	5	14 0
(vi) Gekwalifiseerde werknemers in diens in verband met die vervaardiging van reisbenodigdhede, waarvan leer nie die hoofbestanddeel vorm nie, vir ander werksaamhede as dié waarvoor spesifiek in hierdie artikel voorsiening gemaak word.....	11.40	5	14 0
Leerlinge in (v) en (vi) (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	4.40	2	2 0
Derde ses maande.....	5.10	2	11 0
Vierde ses maande.....	6.30	3	3 0
Vyfde ses maande.....	7.50	3	15 0
Daarna.....	11.40	5	14 0
Getalsverhouding.—Vir elke werknemer wat ingevolge (ii), (iv), (v) en (vi) hiervan in diens is en wat 'n loon van minstens R11.40 (£5. 14s. 0d.) per week ontvang, kan hoogstens een werknemer teen 'n laer loon as R11.40 (£5. 14s. 0d.) per week in diens wees.			
(vii) (a) Gekwalifiseerde werknemers wat rugstikmasjiene of ander masjiene vir dergelike klasse werk bedien.....	9.90	4	19 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	4.50	2	5 0
Derde ses maande.....	6.00	3	0 0
Daarna.....	9.90	4	19 0
(b) Gekwalifiseerde werknemers wat perssnymasjiene bedien.....	9.90	4	19 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	4.20	2	2 0
Derde ses maande.....	5.40	2	14 0
Vierde ses maande.....	6.60	3	6 0
Daarna.....	9.90	4	19 0
(c) Gekwalifiseerde werknemers wat vlakmasjiene bedien.....	9.90	4	19 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	4.20	2	2 0
Derde ses maande.....	4.80	2	8 0
Vierde ses maande.....	6.00	3	0 0
Daarna.....	9.90	4	19 0

		Per Week.		
		R	£	s. d.
(d) Gekwalifiseerde werknemers wat bandskuurpapiermasjiene bedien.....		9.90	4	19 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.50	2	5 0
Derde ses maande.....		6.00	3	0 0
Daarna.....		9.90	4	19 0
<i>Gedagsverhouding.</i> —Vir elke werknemer wat minstens R9.90 (£4. 19s. 0d.) per week ontvang, kan hoogstens een werknemer teen 'n loon van minder as R9.90 (£4. 19s. 0d.) per week in diens wees.				
(viii) Gekwalifiseerde werknemers wat—				
(a) rande met skuurpapier bewerk, kleur en poleer en fatsoeneer deur uit te vryf.....		9.00	4	10 0
(b) stutte insit, en voerings aanbring.....		9.00	4	10 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.20	2	2 0
Derde ses maande.....		4.80	2	8 0
Vierde ses maande.....		6.00	3	0 0
Daarna.....		9.00	4	10 0
<i>Gedagsverhouding.</i> —'n Werknemer wat 'n loon van minstens R9.00 (£4. 10s. 0d.) per week ontvang, moet in diens wees voordat 'n werknemer teen 'n loon van minder as R9.00 (£4. 10s. 0d.) per week in diens mag wees. Vir elke werknemer wat 'n loon van minstens R9.00 (£4. 10s. 0d.) per week ontvang, kan hoogstens twee werknemers teen 'n loon van minder as R9.00 (£4. 10s. 0d.) per week in diens wees.				
(ix) Gekwalifiseerde werknemers wat handstikwerk verrig.....		8.70	4	7 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.20	2	2 0
Derde ses maande.....		4.80	2	8 0
Vierde ses maande.....		6.00	3	0 0
Daarna.....		8.70	4	7 0
<i>Gedagsverhouding.</i> —Vir elke werknemer wat 'n loon van minstens R8.70 (£4. 7s. 0d.) per week ontvang, kan hoogstens twee werknemers teen 'n loon van minder as R8.70 (£4. 7s. 0d.) in diens wees.				
(x) Gekwalifiseerde vroulike werknemers wat oortreksels en voerings, behalwe leeroortreksels, vaslyn en/of plak en met die hand vasspyker, en wat enige ander werksaamhede verrig as dié wat in (ii), (iii), (iv), (v) (a), (vi), (vii) (a) en (b) en (viii) (a) bepaal is.....		8.70	4	7 0
Met dien verstande dat indien van 'n vroulike werknemer véreis word om 'n masjien op te stel, sy die volle loon van toepassing op die bediening van die masjien moet ontvang.				
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.20	2	2 0
Derde ses maande.....		4.80	2	8 0
Vierde ses maande.....		6.00	3	0 0
Daarna.....		8.70	4	7 0
<i>Gedagsverhouding.</i> —Vir elke vroulike werknemer, uitgesonderd dié ooreenkomstig (xi) hiervan in diens, wat 'n loon van minstens R8.70 (£4. 7s. 0d.) per week ontvang kan hoogstens twee vroulike werknemers teen 'n laer loon as R8.70 (£4. 7s. 0d.) per week in diens wees.				
(xi) Gekwalifiseerde werknemers wat:—				
Skoonmaak.....	}	6.00	3	0 0
Oppervlaktes poleer.....				
Was.....				
Leer berei.....				
Rande van hoeke en klappe vou en kleur.....				
Met die hand vou in voorbereiding vir stik of klink.....				
Versterkyster sny en reguit maak.....				
Draad sny.....				
Sleutels vasbind.....				
Innekaarpak.....				
Onderdele en/of toebehore vir werksmense regplaas en/of gereed maak.....				
Geskikte materiaal van afvalbord uitsoek en dit met die hand min of meer na die grootte van die patroon maak van handvatsels, rugstutte, hoeke, lissies, klappe en stiffies				
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.20	2	2 0
Daarna.....		6.00	3	0 0
(xii) Metaaltoehore vir handkoffers uitstamp of uitpers en/of verf of spuitverf.....		6.00	3	0 0

3. Afdeling Saalmakery:—

L.W.—, Saal " beteken 'n sitplek wat op 'n perd of ander dier vir 'n ruiter geplaas word.

- | | | | | |
|------------------|-------|---|---|---|
| (i) Voorman..... | 16.80 | 8 | 8 | 0 |
|------------------|-------|---|---|---|
- Minstens een voorman moet in die afdeling in diens wees. 'n Voorman is 'n werknemer wat belas is met die toesig oor die afdeling en wat uitsluitlik daarin werksaam is.
- (ii) Gekwalifiseerde manlike werknemers in verband met die vervaardiging van bruin saals, in diens vir ander werksaamhede as wat in (iv) en (v) hiervan bepaal is:—
- | | | | | |
|------------------------------------|-------|---|----|---|
| Indien 'n graad I-werknemer..... | 13.20 | 6 | 12 | 0 |
| Indien 'n graad II-werknemer..... | 12.00 | 6 | 0 | 0 |
| Indien 'n graad III-werknemer..... | 11.10 | 5 | 11 | 0 |
- „Graad I-werknemer" beteken 'n werknemer wat „Imperial Officers"-saals, geheel van vark-leer, „Universal"-saals en/of alle spesiale saals volgens bestelling maak.
- „Graad II-werknemer" beteken 'n werknemer wat ander saals maak as dié wat vir graad I- en graad III-werknemers gespesifiseer is.
- „Graad III-werknemer" beteken 'n werknemer uitsluitlik werksaam in verband met die maak van driecrysals met omgewerkte voering.

		Per Week.		
		R	£	s. d.
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		3.90	1	19 0
Derde ses maande.....		4.20	2	2 0
Vierde ses maande.....		4.80	2	8 0
Vyfde ses maande.....		5.40	2	14 0
Sesde ses maande.....		6.00	3	0 0
Volgende drie maande.....		6.60	3	6 0
Volgende drie maande.....		7.20	3	12 0
Volgende drie maande.....		7.80	3	18 0
Volgende drie maande.....		8.40	4	4 0
Daarna die loonskaal voorgeskryf vir die graad werk wat verrig word.				
<i>Getalsverhouding.</i> —Vir elke werknemer wat 'n loon van minstens R10.10 (£5. 1s.) per week ontvang, kan hoogstens een werknemer teen 'n laer loon as R10.10 (£5. 1s.) per week in diens wees.				
(iii) Gekwalifiseerde vroulike werknemers vir die vervaardiging van bruin saals in diens vir ander werksaamhede as dié wat in (iv) en (v) hiervan bepaal word.....		8.40	4	4 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		3.90	1	19 0
Derde ses maande.....		4.20	2	2 0
Vierde ses maande.....		4.80	2	8 0
Vyfde ses maande.....		6.00	3	0 0
Daarna.....		8.40	4	4 0
<i>Getalsverhouding.</i> —Vir elke vroulike werknemer wat 'n loon van minstens R8.40 (£4. 4s.) per week ontvang kan hoogstens twee vroulike werknemers teen 'n laer loon as R8.40 (£4. 4s.) per week in diens wees.				
(iv) Gekwalifiseerde werknemers in diens vir naat-, stik-, klink- en masjienwerk.....		8.40	4	4 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		3.90	1	19 0
Derde ses maande.....		4.20	2	2 0
Vierde ses maande.....		4.80	2	8 0
Vyfde ses maande.....		6.00	3	0 0
Daarna.....		8.40	4	4 0
<i>Getalsverhouding.</i> —Vir elke werknemer wat 'n loon van minstens R8.40 (£4. 4s.) per week ontvang, kan hoogstens twee werknemers teen 'n laer loon as R8.40 (£4. 4s.) per week in diens wees.				
(v) Gekwalifiseerde werknemer wat perssnymasjiene bedien.....		9.90	4	19 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		3.90	1	19 0
Derde ses maande.....		5.10	2	11 0
Vierde ses maande.....		6.30	3	3 0
Daarna.....		9.90	4	19 0
<i>Getalsverhouding.</i> —Vir elke werknemer wat 'n loon van minstens R9.90 (£4. 19s.) per week ontvang, kan hoogstens een werknemer teen 'n laer loon as R9.90 (£4. 19s.) per week in diens wees.				
4. Afdeling Tuie, ens.:—				
<i>OPMERKING.</i> —„Tuie, ens.”, beteken tuie, tooms, kamaste, saalsakke, buikgorde, stiegrieme, leerveiligheids gordels vir lynwerkers en militêre uitrusting, maar nie klerasie nie.				
(i) Voorman.....		13.50	6	15 0
Minstens een voorman moet in die afdeling in diens wees. (Hierdie bepaling is slegs in die geval van die vervaardiging van tuie, tooms, kamaste en saalsakke van toepassing). „Voorman” beteken 'n werknemer wat belas is met die toesig oor die afdeling en wat hoofsaaklik daarin werk-saam is.				
(ii) Gekwalifiseerde werknemers wat met die hand sny.....		12.00	6	0 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		3.90	1	19 0
Derde ses maande.....		4.20	2	2 0
Vierde ses maande.....		5.10	2	11 0
Vyfde ses maande.....		6.30	3	3 0
Sesde ses maande.....		7.20	3	12 0
Sewende ses maande.....		8.40	4	4 0
Agste ses maande.....		9.60	4	16 0
Daarna.....		12.00	6	0 0
(iii) Gekwalifiseerde werknemers wat perssnymasjiene bedien.....		9.90	4	19 0
(iv) Gekwalifiseerde werknemer wat werk voorberei en/of afwerk.....		10.50	5	5 0
Leerlinge wat die werksaamhede soos gespesifiseer in paragrafe (iii) en (iv) hiervan verrig:—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.20	2	2 0
Derde ses maande.....		4.80	2	8 0
Vierde ses maande.....		5.70	2	17 0
Vyfde ses maande.....		6.60	3	6 0
Daarna.....		10.50	5	5 0
<i>OPMERKING.</i> —By voorberei en/of afwerk is inbegrepe alle ander werksaamhede as dié wat in (ii), (iii), (v), (vi), (vii) en (viii) hiervan gespesifiseer is, asook die fatsoenering van kamaste, blokwerk met die hand of masjien.				
(v) Gekwalifiseerde werknemers wat rugstukke van bokkietuie vervaardig.....		9.90	4	19 0
(vi) Gekwalifiseerde werknemers wat masjienwerk verrig.....		9.90	4	19 0
Leerlinge wat werksaamhede soos gespesifiseer in paragrafe (v) en (vi) hiervan verrig (volgens ondervinding):—				
Eerste ses maande.....		3.60	1	16 0
Tweede ses maande.....		4.20	2	2 0
Derde ses maande.....		4.80	2	8 0
Vierde ses maande.....		5.70	2	17 0
Vyfde ses maande.....		6.60	3	6 0
Daarna.....		9.90	4	19 0

	Per Week.		
	R	£	s. d.
(vii) Gekwalifiseerde werknemers wat—			
Handstikwerk.....	8.70	4	7 0
Klinkwerk doen.....	8.40	4	4 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	4.20	2	2 0
Vierde ses maande.....	5.10	2	11 0
Daarna.....	8.70	4	7 0
(viii) Gekwalifiseerde werknemers wat kleur, plooi, pons, fatsoeneer, punte aansit, gedrewe werk doen, opvryf en gare sny.....	6.90	3	9 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	4.20	2	2 0
Vierde ses maande.....	5.10	2	11 0
Daarna.....	6.90	3	9 0

Gedagsverhouding.—Een werknemer wat 'n loon van minstens R8.40 (£4. 4s.) per week ontvang, moet in diens wees voordat 'n werknemer teen 'n laer loon as R8.40 (£4. 4s.) per week in diens kan wees. Vir elke werknemer wat minstens R8.40 (£4. 4s.) per week ontvang, kan hoogstens een werknemer teen 'n laer loon as R8.40 (£4. 4s.) per week in diens wees.

5. Afdeling Handsakke:—

OPMERKING.—„Handsakke” beteken dames- en/of kinderhandsakke gemaak van leer of ander materiaal wat nie leer is nie.

Gekwalifiseerde werknemers vir:—

(i) Ontwerpe en/of modelle maak.....	15.60	7	16 0
(ii) (a) Die buitedele van handsakke in leer, reptiel-, vis- en/of voëlvel met die hand of 'n masjien uitsny, maar nie klein deeltjies en versiersels nie, en buitedele regsny en/of sny om finale vorm te verkry.....	14.40	7	4 0
(b) Die buitedele van handsakke uit plastiek, tekstiele, sintetiese materiaal, die rugkant versterk of nie, vesel, gewef of andersins, nylon en/of rayon, met die of 'n masjien uitsny, maar nie klein deeltjies en versiersels nie.....	14.40	7	4 0
(c) Handsakonderdele met die hand of 'n masjien uitsny, met uitsluiting van buitedele, maar met insluiting van handvatsels, bande, klein deeltjies, versiersels en toebehore, en die regsny van buitedele en voerings na die regte grootte van die werkspatroon.....	10.80	5	8 0
„Versiersels” beteken versiering wat nie 'n noodsaaklike deel van die handsak se buitedele uitmaak nie. Ingeval daar 'n geskil ontstaan oor wat „versiersels” is, is die Raad se beslissing na 'n ondersoek finaal.			
(iii) Handsakke maak.....	13.80	6	18 0
'n „Handsakmaker” is 'n werknemer wat, sonder hulp, 'n volledige handsak lewer deur die verrigting van al die werksaamhede van handsakke maak, met uitsondering van die ontwerp, die raamwerk, afskaafwerk, snywerk en masjienwerk.			
(iv) Tafelwerker.....	7.20	3	12 0
'n „Tafelwerker” is 'n werknemer wat onderdele gaan haal en nagaan, handvatsels, beurse, slotte en versiersels aansit, kraallyswerk aanwerk, verstywers insit of inwerk, rame of toebehore oortrek, watte sny, kas of vulsel in houers insit, vou, lym, stryk en garingdraad sny, kaste van etikette voorsien en kaste nommer, rame oopmaak, opstop, lym, poleer, voerings insit, skoonskuur, met kramme aanmeakaarsit, met kleursel en waks afwerk, omdop, rame van beurse insit, plooi maak.			
Met dien verstande dat vir elke 10 of gedeelte van 10 tafelwerkers in diens, een tafelwerker teen 'n loon van minstens R8.10 (£4. 1s.) per week in diens moet wees.			
Vir die toepassing van hierdie subartikel beteken die uitdrukking „gedeelte van 10” ses of meer.			
(v) Rame met die hand of 'n masjien insit.....	10.80	5	8 0
(vi) Masjien- en skaafwerk aan alle materiaal, buitedele.....	8.40	4	4 0
(vii) Masjien- en skaafwerk aan alle materiaal, binnedele.....	8.40	4	4 0
Leerlinge in diens vir enigeen van bogenoemde werksaamhede, met uitsondering van tafelwerkers (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	4.20	2	2 0
Vierde ses maande.....	4.80	2	8 0
Vyfde ses maande.....	5.70	2	17 0
Sesde ses maande.....	7.20	3	12 0
Sewende ses maande.....	9.00	4	10 0
Agste ses maande.....	10.80	5	8 0
Negende ses maande.....	14.40	7	4 0
Leerlinge in diens as tafelwerkers (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	4.20	2	2 0
Vierde ses maande.....	4.80	2	8 0
Daarna.....	7.20	3	12 0
(viii) Gekwalifiseerde werknemers vir perssnywerk met uitsondering van masjiensnywerk van onderdele genoem in paragraaf (ii) (a), (b) en (c) hierbo.....	9.90	4	19 0
Leerlinge (volgens ondervinding):—			
Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	4.20	2	2 0
Derde ses maande.....	5.40	2	14 0
Vierde ses maande.....	6.60	3	6 0
Daarna.....	9.90	4	19 0

Gedagsverhouding.—Vir elke werknemer vir wie 'n loon in hierdie artikel voorgeskryf is en wat 'n loon van minstens R7.20 (£3. 12s.) per week ontvang, kan hoogstens een werknemer teen 'n laer loon as R7.20 (£3. 12s.) per week in diens wees.

6. Afdeling Kruisbande, ens.:—

OPMERKING.—„Kruisbande, ens.” beteken kruisbande, kousophouers, armband en kousbande.

	Per Week.		
	R	£	s. d.
(i) Voorman of voorvrou.....	12.00	6	0 0
(ii) Gekwalifiseerde werknemers vir:—			
(a) Masjienwerk en klinkwerk, seildoek sny.....	8.10	4	1 0
(b) Skaaf- en splitswerk.....	8.10	4	1 0
(c) Tafelwerkers.....	6.60	3	6 0
Vetergaatjies maak.....			
Poleerwerk.....			
Plooiwerk en/of afwerk.....			
In dose verpak.....			
Toedraaiwerk.....			
en/of van kaartjies voorsien.....			

Leerlinge wat die werksaamhede verrig soos voorgeskryf in hierdie subartikel (volgens ondervinding):—

Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	4.20	2	2 0
Vierde ses maande.....	4.80	2	8 0
Vyfde ses maande.....	6.00	3	0 0

Daarna die loon wat vir die betrokke werksaamheid voorgeskryf is.

(iii) Gekwalifiseerde werknemers wat perssnymasjiene bedien.....	9.90	4	19 0
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Leerlinge (volgens ondervinding):—

Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	5.10	2	11 0
Vierde ses maande.....	6.30	3	3 0
Daarna.....	9.90	4	19 0

Getelsverhouding.—Vir elke twee werknemers wat minstens R6.60 (£3. 6s.) per week ontvang, kan hoogstens drie werknemers teen 'n laer loon as R6.60 (£3. 6s.) per week in diens wees.

7. Afdeling Persoonlike Leergoedere:—

OPMERKING.—„Persoonlike leergoedere” beteken lyfbande, leerbande, leersakkies, notetassies, beursies, horlosie- en polsbande, halsbande en leibande vir honde, reisdekenbande, oop inkopiesakke, toe inkopiesakke waarvan die maksimum mate 18 duim lank en/of 10 duim hoog en/of 10 duim wyd is, breisakke, skooltaske en ander artikels van soortgelyke aard.

Vir die toepassing van hierdie artikel en van artikel 2 is 'n oop inkopiesak 'n sak waarop daar geen voorsiening gemaak is vir knippies en/of druktertjies en/of ritssluiters om dit mee toe te maak nie.

	Per Week.		
	R	£	s. d.
(i) Voorman.....	12.00	6	0 0
(ii) Gekwalifiseerde werknemers vir:—			
(a) Handsnywerk.....	10.20	5	2 0
(b) Handstikwerk.....	8.70	4	7 0
(c) Masjienwerk.....	8.40	4	4 0
(d) Bandsnywerk met masjien.....	8.40	4	4 0
(e) Snelrandstikwerk van notetassies en beursies.....	8.40	4	4 0
(f) Klink- en/of skaafwerk.....	8.10	4	1 0
(g) Plooiwerk.....	6.60	3	6 0
Aanbring van toebehore, vetergate, ornamente, verfraaiings en ander versierings.....			
Ponswerk.....			
Afwerking.....			
Kleurwerk.....			
Poleerwerk.....			
Reliëfwerk.....			
In dose verpak.....			
Toedraaiwerk.....			
en/of van kaartjies voorsien.....			

Leerlinge wat werksaamhede verrig soos in hierdie subartikel voorgeskryf word (volgens ondervinding):—

Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	4.20	2	2 0
Vierde ses maande.....	4.80	2	8 0
Vyfde ses maande.....	6.60	3	6 0

Daarna die loon wat vir die werksaamheid voorgeskryf is.

Met dien verstande dat 'n werknemer wat op die datum van hierdie Ooreenkoms in hierdie afdeling teen 'n hoër loon as dié voorgeskryf vir sy ondervinding in diens is, dié hoër loon betaal moet word totdat die loon wat volgens sy ondervinding betaal moet word, gelyk is met of hoër as dié loon is, en daarna teen die loon wat vir sy ondervinding voorgeskryf is.

(iii) Gekwalifiseerde werknemers wat perssnymasjiene bedien.....	9.90	4	19 0
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Leerlinge (volgens ondervinding):—

Eerste ses maande.....	3.60	1	16 0
Tweede ses maande.....	3.90	1	19 0
Derde ses maande.....	5.10	2	11 0
Vierde ses maande.....	6.30	3	3 0
Daarna.....	9.90	4	19 0

Getelsverhouding:—

(a) Vir elke werknemer (uitgesonderd 'n werknemer op snelrandstikwerk aan notetassies en beursies) wat minstens R6.60 (£3. 6s.) per week ontvang, kan hoogstens een werknemer teen 'n loon van minder as R6.60 (£3. 6s.) per week in diens wees.

(b) Vir elke werknemer op snelrandstikwerk aan notetassies en beursies wat minstens R8.40 (£4. 4s.) per week ontvang, mag daar hoogstens een werknemer teen 'n loon van minder as R8.40 (£4. 4s.) per week in diens wees; met dien verstande dat een werknemer wat 'n loon van minstens R8.40 (£4. 4s.) per week ontvang, in diens moet wees voordat enige werknemer teen 'n loon van minder as R8.40 (£4. 4s.) per week in diens mag wees.

		Per Week.		
		R	£	s. d.
8. Lone betaalbaar aan werknemers in diens vir die vervaardiging van Naturellekoffers in die Provinsie Transvaal.				
<i>L.W.—</i> , Naturellekoffer " beteken 'n koffer of kis, uitgesonderd 'n reiskoffer, reistas of briewetas, wat hoofsaaklik vir verkoop aan Naturelle vervaardig word en bedoel is vir gebruik om persoonlike besittings te vervoer en waarin die raamwerk van hout gemaak is.				
Die volgende lone is slegs betaalbaar in die gevalle waar die betrokke werkgewer tot bevrediging van die Raad bewys het dat die geproduseerde artikel 'n Naturellekoffer is en van die Raad 'n sertifikaat te dien effekte ontvang het. In alle ander gevalle is die loonskale soos voorgeskryf in artikel 2 van hierdie aanhangsel van toepassing. Boegenoemde sertifikaat kan deur die Raad te eniger tyd na een week kennisgewing aan die betrokke werknemer, ingetrek word.				
(a) Gekwalifiseerde werknemers in diens as—				
(i) Saers.....		9.00	4	10 0
(ii) Monteurs.....		8.10	4	1 0
„Monteur" beteken 'n werknemer wat toebehore soos slotte, handvatsels, skarniere, hoeke, hoepels, ens., en alle dekoratiewe artikels aanheg, uitgesonderd skilder.				
(iii) Snyers.....		7.20	3	12 0
(iv) Inmeekaarsitters (in die bedryf bekend as „Timmermans").....		5.70	2	17 0
Vasplakkers.....				
Slutels vasbind.....				
(b) (i) Voorman.....		16.80	8	8 0
(ii) Met masjien klink en/of vasspyker.....		11.40	5	14 0
(iii) Met masjien profileer, hout aanmekeer heg, skuur, spuit of vlamskilder.....		9.00	4	10 0
Leerlinge (volgens ondervinding):—				
Eerste ses maande.....		3.45	1	14 3
Tweede ses maande.....		3.80	1	17 9
Derde ses maande.....		4.40	2	3 9
Vierde ses maande.....		5.10	2	11 0

en daarna die loon van toepassing op die besondere werksaamheid van die gekwalifiseerde werknemer; met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'n weekloon van minder as R5.00 (£2. 9s. 9d.) voorgeskryf word, terwyl hy voortgaan om sodanige werksaamheid te verrig, nie geregtig is op 'n hoër loon as sodanige voorgeskrewe loon nie.

Gedagsverhouding.—Vir elke drie werknemers wat minstens R5.10 (£2. 11s.) ontvang, kan hoogstens een werknemer wat minder as R5.10 (£2. 11s.) ontvang, in diens wees.

ANNEXURE TO PART II OF THE AGREEMENT.

		Per Week.		
		R	£	s. d.
1. General labourers.....		4.80	2	8 0
2. Travelling Requisites Department:—				
NOTE.—“Travelling Requisites” means suitcases and attache cases, trunks of all descriptions, travelling bags and all other containers designed to hold personal effects, sporting kit, tools, documents and musical instruments, manufactured mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof; but shall not include knitting bags, school bags, open-top shopping bags and closed-top shopping bags of which the maximum dimensions are 18 inches in length and/or 10 inches in height and/or 10 inches in width or less.				
For the purposes of this section and of section 7 a closed-top shopping bag shall be a bag which may be sealed by fasteners and/or press studs and/or zip fasteners, but shall not include ladies' and children's handbags.				
(i) Foreman.....		16.80	8	8 0
Not less than one foreman shall be employed in the department. A foreman is an employee who is in charge of and solely employed in the department.				
(ii) Qualified employees employed on rotary cutting machines by power and guillotine machines by hand or power, and woodworking machines excluding drilling machines.....		15.60	7	16 0
NOTE.—A guillotine machine is a machine with a drop knife.				
Learners (according to experience):—				
First six months.....		6.30	3	3 0
Second six months.....		8.70	4	7 0
Third six months.....		11.10	5	11 0
Thereafter.....		15.60	7	16 0
(iii) Qualified employees employed in the manufacture of travelling requisites of which the principal component is leather on operations other than those specifically provided for in this section.....		14.40	7	4 0
Learners (according to experience):—				
First six months.....		3.60	1	16 0
Second six months.....		4.20	2	2 0
Third six months.....		4.80	2	8 0
Fourth six months.....		5.40	2	14 0
Fifth six months.....		6.60	3	6 0
Sixth six months.....		8.10	4	1 0
Next three months.....		9.00	4	10 0
Next three months.....		9.90	4	19 0
Next three months.....		10.80	5	8 0
Next three months.....		11.70	5	17 0
Thereafter.....		14.40	7	4 0
<i>Ratio.</i> —For every employee receiving a wage of not less than R14.40 (£7. 4s. 0d.) per week there may be employed not more than one employee at a wage of less than R14.40 (£7. 4s. 0d.) per week.				
(iv) Qualified employees employed on corner stitching machines or other machines used for a similar class of work.....		13.50	6	15 0
Learners (according to experience):—				
First six months.....		4.20	2	2 0
Second six months.....		5.40	2	14 0
Third six months.....		6.60	3	6 0
Fourth six months.....		7.80	3	18 0
Thereafter.....		13.50	6	15 0

Per Week.

R £ s. d.

(v) Qualified employees engaged on the following operations unless elsewhere specified:—					
(a) Hand-shears, drilling, creasing, bending and slotting.....			11.40	5	14 0
(b) Scoring, riveting, nailing, glueing and pasting, metal rim attaching, metal rim rolling and fittings attached.....			11.40	5	14 0
(vi) Qualified employees employed in the manufacture of travelling requisites of which the principal component parts are other than leather on operations other than those specifically provided for in this section.....			11.40	5	14 0
Learners in (v) and (vi) (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.20	2	2 0
Third six months.....			5.10	2	11 0
Fourth six months.....			6.30	3	3 0
Fifth six months.....			7.50	3	15 0
Thereafter.....			11.40	5	14 0
<i>Ratio.</i> —For every employee employed under (ii), (iv), (v) and (vi) hereof and receiving a wage of not less than R11.40 (£5. 14s. 0d.) per week there may be employed not more than one employee at a wage less than R11.40 (£5. 14s. 0d.) per week.					
(vii) (a) Qualified employees employed on backing-up stitching machines or other machines used for a similar class of work.....			9.90	4	19 0
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.50	2	5 0
Third six months.....			6.00	3	0 0
Thereafter.....			9.90	4	19 0
(b) Qualified employees on press cutting.....			9.90	4	19 0
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.20	2	2 0
Third six months.....			5.40	2	14 0
Fourth six months.....			6.60	3	6 0
Thereafter.....			9.90	4	19 0
(c) Qualified employees engaged on flat machining.....			9.90	4	19 0
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.20	2	2 0
Third six months.....			4.80	2	8 0
Fourth six months.....			6.00	3	0 0
Thereafter.....			9.90	4	19 0
(d) Qualified employees employed on belt sand-papering machines.....			9.90	4	19 0
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.50	2	5 0
Third six months.....			6.00	3	0 0
Thereafter.....			9.90	4	19 0
<i>Ratio.</i> —For each employee receiving not less than R9.90 (£4. 19s. 0d.) per week, there may be employed not more than one employee at a wage of less than R9.90 (£4. 19s. 0d.) per week.					
(viii) Qualified employees engaged on—					
(a) Sandpapering, staining and polishing of edges and shaping by means of rubbing out.....			9.00	4	10 0
(b) Putting on stays and lining.....			9.00	4	10 0
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.20	2	2 0
Third six months.....			4.80	2	8 0
Fourth six months.....			6.00	3	0 0
Thereafter.....			9.00	4	10 0
<i>Ratio.</i> —An employee receiving a wage of not less than R9.00 (£4. 10s. 0d.) per week shall be employed before an employee may be employed at a wage of less than R9.00 (£4. 10s. 0d.) per week. For each employee receiving a wage of not less than R9.00 (£4. 10s. 0d.) per week there may be employed not more than two employees at a wage of less than R9.00 (£4. 10s. 0d.) per week.					
(ix) Qualified employees employed on hand stitching.....			8.70	4	7 0
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.20	2	2 0
Third six months.....			4.80	2	8 0
Fourth six months.....			6.00	3	0 0
Thereafter.....			8.70	4	7 0
<i>Ratio.</i> —For each employee receiving a wage of not less than R8.70 (£4. 7s. 0d.) per week, not more than two employees may be employed at a wage of less than R8.70 (£4. 7s. 0d.) per week.					
(x) Qualified female employees employed on glueing and/or pasting on linings and covers, other than leather covers, and on hand nailing, and on any other operations other than those specified in (ii), (iii), (iv), (v) (a), (vi), (vii) (a) and (b) and (viii) (a).....			8.70	4	7 0
Provided that where a female employee is required to set up a machine she shall be paid the full rate applicable to such machine.					
Learners (according to experience):—					
First six months.....			3.60	1	16 0
Second six months.....			4.20	2	2 0
Third six months.....			4.80	2	8 0
Fourth six months.....			6.00	3	0 0
Thereafter.....			8.70	4	7 0
<i>Ratio.</i> —For every one female employee employed except under (xi) hereof and receiving a wage of not less than R8.70 (£4. 7s. 0d.) per week there may be employed not more than two female employees at a wage of less than R8.70 (£4. 7s. 0d.) per week.					

	Per Week.		
	R	£	s. d.
(xi) Qualified employees on—			
Cleaning.....	6.00	3	0 0
Surface polishing.....			
Washing.....			
Softening leather.....			
Folding and staining edges of corners and tabs.....			
Folding by hand in preparation for stitching or riveting.....			
Cutting and straightening reinforcing iron.....			
Thread cutting.....			
Tying on keys.....			
Nesting.....			
Getting ready and/or placing fittings and/or accessories for operators.....			
Selecting suitable material from scrap leather or scrap board and cutting by hand to approximate size of the pattern or knife, to be used for the making of handles, backstays, corners, loops, tabs and tags.....			
Learners (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	4.20	2	2 0
Thereafter.....	6.00	3	0 0
(xii) Stamping or pressing and/or painting or spraying of metal attachments for suitcases.....	6.00	3	0 0

3. Saddlery Department:—

NOTE.—“Saddle” means a seat for a rider placed on the back of a horse or other animal.

(i) Foreman.....	16.80	8	8 0
Not less than one foreman shall be employed in the department. A foreman is an employee who is in charge of and solely employed in the department.			
(ii) Qualified male employees employed in the manufacture of brown saddles on operations other than those specified in (iv) and (v) hereof:—			
If a first grade employee.....	13.20	6	12 0
If a second grade employee.....	12.00	6	0 0
If a third grade employee.....	11.10	5	11 0
“First grade employee” means an employee who is employed in the making of Imperial Officers’ all-over pigskin, universal saddles and/or all special saddles to order.			
“Second grade employee” means an employee who is employed in the making of saddles other than those specified in first and third grade employees.			
“Third grade employee” means an employee who is solely employed in the making of three-row saddles with bound panels.			
Learners (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	3.90	1	19 0
Third six months.....	4.20	2	2 0
Fourth six months.....	4.80	2	8 0
Fifth six months.....	5.40	2	14 0
Sixth six months.....	6.00	3	0 0
Next three months.....	6.60	3	6 0
Next three months.....	7.20	3	12 0
Next three months.....	7.80	3	18 0
Next three months.....	8.40	4	4 0

Thereafter the rate prescribed for the grade of work performed.

Ratio.—For each employee receiving a wage of not less than R10.10 (£5. 1s.) per week not more than one employee may be employed at a wage of less than R10.10 (£5. 1s.) per week.

(iii) Qualified female employees employed in the manufacture of brown saddles on operations other than those specified in (iv) and (v) hereof.....	8.40	4	4 0
Learners (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	3.90	1	19 0
Third six months.....	4.20	2	2 0
Fourth six months.....	4.80	2	8 0
Fifth six months.....	6.00	3	0 0
Thereafter.....	8.40	4	4 0

Ratio.—For every female employee receiving a wage of not less than R8.40 (£4. 4s.) per week there may be employed not more than two female employees at a wage of less than R8.40 (£4. 4s.) per week.

(iv) Qualified employees employed on seaming, stitching, riveting and machining.....	8.40	4	4 0
Learners (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	3.90	1	19 0
Third six months.....	4.20	2	2 0
Fourth six months.....	4.80	2	8 0
Fifth six months.....	6.00	3	0 0
Thereafter.....	8.40	4	4 0

Ratio.—For every employee receiving a wage of not less than R8.40 (£4. 4s.) per week there may be employed not more than two employees at a wage of less than R8.40 (£4. 4s.) per week.

(v) Qualified employees employed on press-cutting machines.....	9.90	4	19 0
Learners (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	3.90	1	19 0
Third six months.....	5.10	2	11 0
Fourth six months.....	6.30	3	3 0
Thereafter.....	9.90	4	19 0

Ratio.—For every employee receiving a wage of not less than R9.90 (£4. 19s.) per week there may be employed not more than one employee at a wage of less than R9.90 (£4. 19s.) per week.

		Per Week.		
		R	£	s. d.
4. Harness, etc., Department:—				
NOTE.—“Harness, etc.” means harness, bridles, leggings, saddle-bags, girths, stirrup straps, linesmen's safety leather belts and military equipment other than clothing.				
(i) Foreman.....	Not less than one foreman shall be employed in the department. (This provision shall only apply in respect of the manufacture of harness, bridles, leggings and saddle-bags). “Foreman” means an employee who is in charge of and employed mainly in the department.	13.50	6	15 0
(ii) Qualified employees employed on cutting by hand.....		12.00	6	0 0
Learners (according to experience):—				
First six months.....		3.60	1	16 0
Second six months.....		3.90	1	19 0
Third six months.....		4.20	2	2 0
Fourth six months.....		5.10	2	11 0
Fifth six months.....		6.30	3	3 0
Sixth six months.....		7.20	3	12 0
Seventh six months.....		8.40	4	4 0
Eighth six months.....		9.60	4	16 0
Thereafter.....		12.00	6	0 0
(iii) Qualified employees employed on press-cutting machines.....		9.90	4	19 0
(iv) Qualified employees employed on preparing and/or finishing.....		10.50	5	5 0
Learners employed on operations specified in paragraphs (iii) and (iv) hereof:—				
First six months.....		3.60	1	16 0
Second six months.....		4.20	2	2 0
Third six months.....		4.80	2	8 0
Fourth six months.....		5.70	2	17 0
Fifth six months.....		6.60	3	6 0
Thereafter.....		10.50	5	5 0
NOTE.—Preparing and/or finishing means any operation other than those specified in (ii), (iii), (v), (vi), (vii) and (viii) hereof and includes legging, blocking by hand or machine.				
(v) Qualified employees employed on gig saddle making.....		9.90	4	19 0
(vi) Qualified employees employed on machining.....		9.90	4	19 0
Learners employed on operations specified in paragraphs (v) and (vi) hereof (according to experience):—				
First six months.....		3.60	1	16 0
Second six months.....		4.20	2	2 0
Third six months.....		4.80	2	8 0
Fourth six months.....		5.70	2	17 0
Fifth six months.....		6.60	3	6 0
Thereafter.....		9.90	4	19 0
(vii) Qualified employees on—				
Hand stitching.....		8.70	4	7 0
Riveting.....		8.40	4	4 0
Learners (according to experience):—				
First six months.....		3.60	1	16 0
Second six months.....		3.90	1	19 0
Third six months.....		4.20	2	2 0
Fourth six months.....		5.10	2	11 0
Thereafter.....		8.70	4	7 0
(viii) Qualified employees employed on staining, creasing, punching, shaping, tipping, embossing, rubbing-up and thread cutting.....		6.90	3	9 0
Learners (according to experience):—				
First six months.....		3.60	1	16 0
Second six months.....		3.90	1	19 0
Third six months.....		4.20	2	2 0
Fourth six months.....		5.10	2	11 0
Thereafter.....		6.90	3	9 0
Ratio.—One employee receiving a weekly wage of not less than R8.40 (£4. 4s.) shall be employed before any employee may be employed at a wage of less than R8.40 (£4. 4s.) per week. For each employee receiving not less than R8.40 (£4. 4s.) per week not more than one employee may be employed at a wage of less than R8.40 (£4. 4s.) per week.				

5. Handbag Department:—

NOTE.—“Handbags” means ladies' and/or children's handbags made from leather or materials other than leather.

Qualified employees on:—

(i) Designing and/or model making.....		15.60	7	16 0
(ii) (a) Cutting by hand or machine of handbag outers in leather, reptile, fish and/or bird, excepting small parts and trimmings, and trimming and/or cutting of outers to final shape.....		14.40	7	4 0
(b) Cutting by hand or machine of handbag outers of plastic, textiles, synthetic materials, backed or unbacked, fibre, woven or otherwise, nylon and/or rayon excepting small parts and trimmings		14.40	7	4 0
(c) Cutting by hand or machine of handbag parts other than outers, but including handles, straps, small parts, trimmings and attachments, and the trimming of outers and linings to the exact size of working pattern.....		10.80	5	8 0
“Trimmings” means a decoration not being an essential part of the handbag outer. In the event of any disputes as to what comprises a “trimming” the Council's decision shall after investigation be final.				
(iii) Handbag making.....		13.80	6	18 0
A “Handbag maker” is an employee who, without assistance, produces a handbag complete by the performance of all the operations of handbag making with the exception of designing, framing, cutting, skiving and machining.				
(iv) Table hand.....		7.20	3	12 0

Per Week.

R £ s. d.

A "Table hand" is an employee engaged upon the fetching and checking of parts, attaching of handles, purses, locks and trimmings, attaching of beading, putting or working in stiffeners, covering of frames or fittings, cutting of wadding, dropping box or filler into containers, folding, glueing, ironing and cutting threads, labelling and numbering of boxes, opening frames, padding, pasting, polishing, putting in linings, scouring, stapling, touching up with colour and polish, turning inside out, framing of purses, pleating.

Provided that for every 10 or part of 10 table hands employed one table hand shall be employed at a wage of not less than R8.10 (£4. 1s.) per week.

For the purpose of this sub-section the expression "part of 10" shall mean six or more.

(v) Framing by hand or machine.....	10.80	5	8	0
(vi) Machining and skiving of all materials, outers.....	8.40	4	4	0
(vii) Machining and skiving of all materials, inners.....	8.40	4	4	0
Learners employed on any of the above operations with the exception of table hands (according to experience):—				
First six months.....	3.60	1	16	0
Second six months.....	3.90	1	19	0
Third six months.....	4.20	2	2	0
Fourth six months.....	4.80	2	8	0
Fifth six months.....	5.70	2	17	0
Sixth six months.....	7.20	3	12	0
Seventh six months.....	9.00	4	10	0
Eighth six months.....	10.80	5	8	0
Ninth six months.....	14.40	7	4	0
Learners employed as table hands (according to experience):—				
First six months.....	3.60	1	16	0
Second six months.....	3.90	1	19	0
Third six months.....	4.20	2	2	0
Fourth six months.....	4.80	2	8	0
Thereafter.....	7.20	3	12	0
(viii) Qualified employees on press cutting excluding machining cutting of parts mentioned in paragraph (ii) (a), (b) and (c) above.....	9.90	4	19	0
Learners (according to experience):—				
First six months.....	3.60	1	16	0
Second six months.....	4.20	2	2	0
Third six months.....	5.40	2	14	0
Fourth six months.....	6.60	3	6	0
Thereafter.....	9.90	4	19	0

Ratio.—For each employee for whom a wage is prescribed in this section receiving not less than R7.20 (£3. 12s.) per week there may be employed not more than one employee at a wage of less than R7.20 (£3. 12s.) per week.

6. Braces, etc., Department:—

NOTE.—"Braces, etc." means braces, suspenders, armlets and garters.

(i) Foreman or forewoman.....	12.00	6	0	0
(ii) Qualified employees on:—				
(a) Machining and riveting, webbing cutting.....	8.10	4	1	0
(b) Skiving and splitting.....	8.10	4	1	0
(c) Table hands.....				
Eyeletting.....	6.60	3	6	0
Polishing.....				
Creasing and/or.....				
Finishing.....				
Boxing.....				
Wrapping, and/or.....				
Carding.....				
Learners employed on operations prescribed in this sub-section (according to experience):—				
First six months.....	3.60	1	16	0
Second six months.....	3.90	1	19	0
Third six months.....	4.20	2	2	0
Fourth six months.....	4.80	2	8	0
Fifth six months.....	6.00	3	0	0
Thereafter the rate prescribed for the operation concerned.				
(iii) Qualified employees on press cutting machines.....	9.90	4	19	0
Learners (according to experience):—				
First six months.....	3.60	1	16	0
Second six months.....	3.90	1	19	0
Third six months.....	5.10	2	11	0
Fourth six months.....	6.30	3	3	0
Thereafter.....	9.90	4	19	0

Ratio.—For every two employees receiving not less than R6.60 (£3. 6s.) per week there may be employed not more than three employees at a wage of less than R6.60 (£3. 6s.) per week.

7. Personal Leather Goods Department:—

NOTE.—"Personal leather goods" means belts, straps, pouches, wallets, purses, watch and wrist straps, dog collars and leads, rug straps, open-top shopping bags, closed-top shopping bags of which the maximum dimensions are 18 inches in length and/or 10 inches in height and/or 10 inches in width, knitting bags, school bags and other articles of a like nature.

For the purposes of this section and of section 2 an open-top shopping bag shall be a bag on which no provision is made for sealing by fasteners and/or press studs and/or zip fasteners.

(i) Foreman.....	12.00	6	0	0
(ii) Qualified employees on:—				
(a) Hand cutting.....	10.20	5	2	0
(b) Hand stitching.....	8.70	4	7	0
(c) Machining.....	8.40	4	4	0
(d) Strap cutting by machine.....	8.40	4	4	0

	Per Week.		
	R	£	s. d.
(e) High frequency welting of wallets and purses.....	8.40	4	4 0
(f) Riveting and/or skiving.....	8.10	4	1 0
(g) Creasing.....	6.60	3	6 0
Attaching fittings, eyelets, ornaments, embellishments or any other decorations.....			
Punching.....			
Finishing.....			
Staining.....			
Polishing.....			
Embossing.....			
Boxing.....			
Wrapping and/or.....			
Carding.....			
Learners employed on operations prescribed in this sub-section (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	3.90	1	19 0
Third six months.....	4.20	2	2 0
Fourth six months.....	4.80	2	8 0
Fifth six months.....	6.60	3	6 0
Thereafter the rate prescribed for the operation.			
Provided that an employee who at the date of this Agreement, is employed in this department at a higher wage than that prescribed for his experience, shall be paid such higher wage until the wage to be paid according to his experience is equal to or higher than such wage, and thereafter at the wage prescribed for his experience.			
Qualified employees on press cutting machines.....	9.90	4	19 0
Learners (according to experience):—			
First six months.....	3.60	1	16 0
Second six months.....	3.90	1	19 0
Third six months.....	5.10	2	11 0
Fourth six months.....	6.30	3	3 0
Thereafter.....	9.90	4	19 0

Ratios:—

- (a) For each employee (other than an employee engaged upon high frequency welting of wallets and purses) receiving not less than R6.60 (£3. 6s.) per week there may be employed not more than one employee at a wage less than R6.60 (£3. 6s.) per week.
- (b) For each employee engaged upon high frequency welting of wallets and purses receiving not less than R8.40 (£4. 4s.) per week there may be employed not more than one employee at a wage of less than R8.40 (£4. 4s.) per week; provided that one employee receiving a wage of not less than R8.40 (£4. 4s.) per week shall be employed before any employee may be employed at a wage of less than R8.40 (£4. 4s.) per week.

8. Wages payable to employees employed in the manufacture of Native trunks in the Province of the Transvaal.

NOTE.—“Native trunk” means a trunk or box, other than a cabin trunk, suitcase or attache case, manufactured for sale mainly to Natives, and designed for use to transport personal effects and in which the foundation is made of wood.

The following wages shall be payable only in cases where the employer concerned has provided to the satisfaction of the Council that the article produced is a Native trunk and holds a certificate from the Council to that effect. In all other cases the rates of wages specified in section 2 of this Agreement shall apply. The certificate referred to above may be withdrawn at any time by the Council after one week's notice to the employer concerned:—

(a) Qualified employees employed as—	9.00	4	10 0
(i) Sawyers.....	8.10	4	1 0
(ii) Fitters.....	7.20	3	12 0
“Fitter” means an employee attaching fittings such as locks, handles, hinges, corners, hoop iron, etc., and all decorative articles, excluding painting.			
(iii) Cutters.....	5.70	2	17 0
(iv) Assemblers (known as the trade as “carpenters”).....			
Pasters.....			
Tying on keys.....	16.80	8	8 0
(b) (i) Foreman.....	11.40	5	14 0
(ii) Riveting and/or nailing by machine.....	9.00	4	10 0
(iii) Machine moulding, wood joining by machine, sandpapering, spraying or graining.....			
Learners (according to experience):—			
First six months.....	3.45	1	14 3
Second six months.....	3.80	1	17 9
Third six months.....	4.40	2	3 9
Fourth six months.....	5.10	2	11 0

and thereafter the wage applicable to the particular operation of the qualified employee; provided that a learner who is employed on an operation for which a weekly wage of less than R5.00 (£2. 9s. 9d.) is prescribed shall not, while he continues to be employed on such operation, be entitled to a higher wage than such prescribed wage.

Ratio.—For every three employees receiving a wage of not less than R5.10 (£2. 11s.) there may be employed not more than one employee receiving less than R5.10 (£2. 11s.).

Hierdie Ooreenkoms op hede die 20ste dag van Desember 1960
ramens die partye onderteken.

M. PORTER, Lid van die Raad.

B. A. KEYTER, Lid van die Raad.

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

This Agreement signed on behalf of the parties on this 20th day
of December, 1960.

M. PORTER, Member of the Council.

B. A. KEYTER, Member of the Council.

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

No. 240.] [10 Februarie 1961.]

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 afdeling Algemene Goedere van die Leernywerheid, gepubliseer by Goewermenskennisgewing No. 239 van 10 Februarie 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 241.] [10 Februarie 1961.]

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 Oorlogsmaatreël 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 6 van die Ooreenkoms vir die Afdeling Algemene Goedere van die Leernywerheid, gepubliseer by Goewermenskennisgewing No. 239 van 10 Februarie 1961, op 'n lewenskostetoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 242.] [10 Februarie 1961.]

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.—
SIEKTEBYSTANDSFONDS.

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 bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, vanaf 14 Februarie 1961 en vir die tydperk wat op 13 Februarie 1964 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalinge vervat in klousules 1, 2 (b), 4 tot en met 11 en 13 van genoemde Ooreenkoms, vanaf 14 Februarie 1961 en vir die tydperk wat op 13 Februarie 1964 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 Unie van Suid-Afrika; en

No. 240.] [10 February 1961.]

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 General Goods Section of the Leather Industry, published under Government Notice No. 239 of the 10th February, 1961, 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. 241.] [10 February 1961.]

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE IN TERMS OF 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 6 of the Agreement for the General Goods Section of the Leather Industry, published under Government Notice No. 239 of the 10th February, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

No. 242.] [10 February 1961.]

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, UNION OF SOUTH
AFRICA.—SICK BENEFIT FUND.

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 Leather Industry shall be binding from the 14th February, 1961, and for the period ending the 13th February, 1964, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations 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 clauses 1, 2 (b), 4 to 11 (inclusive) and 13 of the said Agreement shall be binding from the 14th February, 1961, and for the period ending the 13th February, 1964, 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 Union of South Africa; and

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepaling vervat in klousules 1, 2 (b), 4 tot en met 11 en 13 van genoemde Ooreenkoms, vanaf 14 Februarie 1961 en vir die tydperk wat op 13 Februarie 1964 eindig, in die Unie van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

ooreenkomstig die bepalinge van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die—

- (a) Midland and Border Leather Industry Manufacturers' Association;
- (b) Cape Western and North-Western Leather Industries Employers' Association;
- (c) Transvaal Footwear, Tanning and Leather Trades Association;
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) South-Western Districts Leather Industries' Association;
- (f) South African Tanning Employers' Organisation;

(hieronder „die werkgewers” of „die werkgewersorganisasies” genoem), aan die eenkant, en die—

- (g) National Union of Leather Workers;
- (h) Transvaal Leather and Allied Trades Industrial Union; en
- (i) Trunk and Box Workers' Industrial Union (Transvaal);

(hieronder „die werknemers” of „die vakverenigings” genoem), aan die ander kant,

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

1. WOORDOMSKRYWINGS.

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

„vakleerling” 'n werknemer wat gebind is deur 'n skriftelike leerlingkontrak wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees;

„Raad” die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat kragtens artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is en geag word geregistreer te wees kragtens die Wet op Nywerheidsversoening, 1956, soos gewysig;

„distrikskomitee” 'n komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die uitvoering van Ooreenkomste in 'n bepaalde gebied;

„uitvoerende gesag” die Uitvoerende Komitee van die Raad, wat kragtens sy Konstitusie aangestel is;

„skoelafdeling” van die Leernywerheid die afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

(1) vir die vervaardiging, hoofsaaklik uit leer, van skoel van alle soorte, uitgesonderd maatskoel;

(2) vir die vervaardiging van alle soorte skoel uit ander materiaal as leer;

„algemene goedere-afdeling” van die Leernywerheid die afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

- (a) dokumentetasse, sakke en alle ander houers wat bedoel is vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the 14th February, 1961, and for the period ending the 13th February, 1964, the provisions contained in clauses 1, 2 (b), 4 to 11 (inclusive) and 13 of the said Agreement 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.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

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

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

- (g) The National Union of Leather Workers;
- (h) The Transvaal Leather and Allied Trades Industrial Union; and
- (i) The Trunk and Box Workers' Industrial Union (Transvaal)

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

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

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—

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

“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;

“district committee” means a committee established in accordance with the constitution of the Council for the administration of Agreements in a particular area;

“executive” means the executive committee of the Council appointed in terms of its constitution;

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

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

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

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

(1) for the manufacture mainly from leather of—

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

- (b) tuie, tome, saalmakersartikels, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting, uitgesonderd kledingstukke; dameshandsakke, inkoopsakke, breisakke, Naturellesakke van die soort wat algemeen bekend staan as Xhosasakke, sakportefuljies, beursies, horlosiebande, gewrigsbande, halsbande vir honde, leibande vir honde, komborsrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle soortgelyke artikels, afgesien van die aard daarvan, wat bedoel is om enigen van bogenoemde artikels te vervang;
- (2) in inrigtings waar leerartikels ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem; met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik uit papier gemaak word, insluit nie;
- (3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, veselstof, hout, weefstof, seildoek of doek of 'n samestelling daarvan;
- „Leernywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—
- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
- (a) skoeisel van alle soorte, uitgesonderd maatskoeisel;
- (b) dokumentetasse, sakke en alle ander houters wat bedoel is vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;
- (c) tuie, tome, saalmakersartikels, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting, uitgesonderd kledingstukke; dameshandsakke, inkoopsakke, breisakke, Naturellesakke van die soort wat algemeen bekend staan as Xhosasakke, sakportefuljies, beursies, horlosiebande, gewrigsbande, halsbande vir honde, leibande vir honde, komborsrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle soortgelyke artikels, afgesien van die aard daarvan, wat bedoel is om enigen van bogenoemde artikels te vervang;
- (2) vir die looi, bereiding en/of bloting van huide en velle;
- (3) in inrigtings waar leerartikels ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem; met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik uit papier gemaak word, insluit nie;
- (4) vir die vervaardiging van alle soorte skoeisel uit ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, veselstof, hout, weefstof, seildoek of doek of 'n samestelling daarvan;

„gewone week” die maksimum tydperk in die inrigting se werkweek wat 'n werknemer kan werk sonder om op oortyd-betaling geregtig te word;

„Sekretaris van die Raad” die Algemene Sekretaris van die Raad en ook 'n Assistent-sekretaris van die Raad;

„looiafdeling” van die Leernywerheid die afdeling van die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die looi, bereiding en/of bloting van huide en velle.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die Unie van Suid-Afrika—

- (a) deur alle lede van die werkgewersorganisasies en van die vakverenigings in die nywerheid (uitgesonderd persone wat uitsluitlik herstelwerk doen) nagekom word;
- (b) op vakleerlinge van toepassing wees vir sover hierdie bepalinge nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat geregistreer is of geag word geregistreer te wees of met enige voorwaarde wat daarkragtens gestel is of geag word gestel te wees.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir 'n tydperk wat op 13 Februarie 1964 verstrik, of vir dié tydperk wat hy mag vasstel.

4. ADMINISTRASIE.

(1) Daar word 'n siektebystandsfonds gestig met die doel om voorsiening te maak vir bystand, soos omskryf in klousules 8 en 9 hiervan, aan werknemers wat 'n swak gesondheidstoestand verkeer.

Die fonds bestaan uit—

- (a) die fonds wat ingevolge die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 1531 van 25 September 1959 gestig is, en wat hierby in hierdie fonds ingelyf word;
- (b) bydraes wat ooreenkomstig hierdie Ooreenkoms in die fonds inbetaal word;
- (c) rente wat verkry word uit die belegging van gelde van die fonds;
- (d) enige ander gelde waarop die fonds geregtig mag word.

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

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

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

„Leather Industry” means the industry in which employers and employees are associated—

(1) for the manufacture mainly from leather of—

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

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

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

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

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

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

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

„normal week” means the maximum period within the working week of the establishment which an employee may work without becoming entitled to payment for overtime;

„Secretary of the Council” means the General Secretary of the Council and includes any Assistant Secretary of the Council;

„Tanning Section” of the Leather Industry means the section of the industry in which employers and employees are associated for the tanning, dressing and/or fellmongering of hides and skins.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

(a) be observed by all members of the employers' organisations and of the trade unions engaged in the industry (other than persons engaged exclusively on repair work); and

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

in the Union of South Africa.

3. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for a period expiring 13th February, 1964, or such period as may be determined by him.

4. ADMINISTRATION.

(1) There shall be established a Sick Benefit Fund, the purpose of which shall be the provision of benefits as defined in clauses 8 and 9 hereof to employees who are in a condition of ill-health.

The fund shall consist of—

(a) the fund established pursuant to the Agreement published in the Schedule to Government Notice No. 1531, dated 25th September, 1959, which is hereby incorporated in this fund;

(b) contributions paid into the fund in accordance with this Agreement;

(c) interest derived from the investment of any moneys of the fund;

(d) any other moneys to which the fund may become entitled.

(2) die fonds word beheer deur 'n Bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat ooreenkomstig sy konstitusie deur die Raad aangestel word uit sy lede. 'n Plaasvervanger kan ten opsigte van elke verteenwoordiger benoem word. As die bestuurskomitee om enige rede nie in staat is om sy pligte na te kom nie, kom die uitvoerende komitee van die Raad daardie pligte na en oefen hy die bevoegdhede van die bestuurskomitee uit.

(3) Die Raad kan ooreenkomstig die bepalings van sy konstitusie plaaslike komitees uit sy lede aanstel om behulpsaam te wees met die administrasie van die fonds. Die regsgebied van elke komitee word deur die Raad omskryf.

Elke plaaslike komitee bestaan uit minstens een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers.

(4) Die bestuurskomitee het die bevoegdheid om reëls oor die administrasie van die Fonds te maak, te wysig en te verander. Kopieë van die reëls en alle wysigings daarvan word by die Sekretaris van Arbeid ingelewer.

5. INDELING VAN WERKNEMERS.

Vir die toepassing van hierdie Ooreenkoms word werknemers in die volgende groepe ingedeel:—

(i) Skoel- en algemene goedere-afdeling.

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R2.80 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R2.80 maar wel minder as R7.20 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R7.20 maar wel minder as R9.60 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R9.60 is.

(ii) Looiafdeling.

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R5.90 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R5.90 maar wel minder as R8.80 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R8.80 maar wel minder as R11.50 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R11.50 is.

„Loon” beteken die basiese weekloon (uitgesonderd lewenskostoelae, oortydbetaling of enige aanvullende loon) soos in 'n ooreenkoms van die Raad vir 'n werknemer voorgeskryf, of na gelang van die grootste, die gewone weeklikse besoldiging (uitgesonderd lewenskostoelae, oortydbetaling of enige aanvullende loon) wat ontvang word deur 'n werknemer vir wie 'n loon, soos voornoem, voorgeskryf word.

6. BYDRAES.

(1) Alle werknemers vir wie lone in enige Ooreenkoms van die Raad voorgeskryf word, moet lede van die fonds word, en elke werkgewer moet op elke betaaldag die volgende bedrae van die loon van elke werknemer, uitgesonderd 'n vakleerling, aftrek:—

Werknemer in Groep 1: Die bedrag van 6c;

Werknemer in Groep 2: Die bedrag van 8c;

Werknemer in Groep 3: Die bedrag van 9c;

Werknemer in Groep 4: Die bedrag van 11c.

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die volgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, of dié sekretenaar wat die Raad of Uitvoerende Komitee mag bepaal, stuur.

7. BYDRAEBOEK.

Elke werkgewer moet ten opsigte van elkeen van sy werknemers van wie se loon bedrae ingevolge die bepalings van klousule 6 van hierdie Ooreenkoms afgetrek word, hieronder die „bydraers” genoem, 'n bydraeboek wat deur die Bestuurskomitee voorgeskryf is en wat hy van die komitee moet verkry, in goeie orde hou. In elke boek moet hy die naam van die werknemer en sy nommer ten opsigte van die Siektebystandsfonds vir die Leernywerheid inskryf. Op elke betaaldag moet hy in die bydraeboek van elke bydraer wat by hom in diens is, die bedrag wat ingevolge klousule 6 deur en ten opsigte van die bydraer bygedra is en die datum van sodanige bydraes inskryf.

8. SIEKTEBYSTAND.

(1) Elke bydrae van 'n bydraer maak hom geregtig op 8 uur bystand tot 'n maksimum van 416 uur; met dien verstande dat waar die getal ure wat 'n bydraer toekom, weens die betaling van siektebystand ingevolge die bepalings van subklousule (2) hiervan verminder word, die saldo wat die bydraer te goed het, met 8 uur vir elke verdere bydrae vermeerder moet word tot hoogstens 416 uur; en voorts met dien verstande dat, vir sover dit hierdie Ooreenkoms betref, daar by die bydraes hierin gemeld, ook die bedrae ingesluit word wat die betrokke werknemer ingevolge 'n vorige Ooreenkoms van die Raad tot die fonds bygedra het.

(2) The fund shall be under the control of a management committee consisting of three representatives of the employers and three representatives of the employees appointed by the Council in terms of its constitution from amongst its members. An alternate may be appointed in respect of each representative. Should the management committee be unable to perform its duties for any reason the executive committee of the Council shall perform those duties and exercise its powers.

(3) Local committees may be established by the Council in terms of its constitution from amongst its members, to assist in the administration of the fund. The area of jurisdiction of each committee shall be defined by the Council.

Each local committee shall consist of not less than one representative of employers and one representative of employees.

(4) The management committee shall have the power to make, amend and alter rules governing the administration of the fund. Copies of the rules and any amendments shall be lodged with the Secretary for Labour.

5. CLASSIFICATION OF EMPLOYEES.

For the purpose of this Agreement employees shall be classified into the following groups:—

(i) Footwear and General Goods Section.

Group 1.—Employees whose wages for a normal week are less than R2.80.

Group 2.—Employees whose wages for a normal week are not less than R2.80 but less than R7.20.

Group 3.—Employees whose wages for a normal week are not less than R7.20 but less than R9.60.

Group 4.—Employees whose wages for a normal week are not less than R9.60.

(ii) Tanning Section.

Group 1.—Employees whose wages for a normal week are less than R5.90.

Group 2.—Employees whose wages for a normal week are not less than R5.90 but less than R8.80.

Group 3.—Employees whose wages for a normal week are not less than R8.80 but less than R11.50.

Group 4.—Employees whose wages for a normal week are not less than R11.50.

“Wage” shall mean the basis weekly wage (excluding cost of living allowance, overtime or any supplementary wage) prescribed for an employee in an agreement of the Council or the ordinary weekly remuneration (excluding cost of living allowance, overtime or any supplementary wage) received by an employee for whom a wage is prescribed as aforesaid, whichever is the greater.

6. CONTRIBUTIONS.

(1) All employees for whom wages are prescribed in any Agreement of the Council shall become members of the fund, and each employer shall on each pay day deduct from the wages of each employee, other than an apprentice, the following amounts:—

Employee in Group 1: The sum of 6c;

Employee in Group 2: The sum of 8c;

Employee in Group 3: The sum of 9c;

Employee in Group 4: The sum of 11c.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

7. CONTRIBUTION BOOKS.

Each employer shall keep in good order in respect of each of his employees from whose wages deductions are made in terms of Clause 6 of this Agreement, hereinafter referred to as “contributors”, a contributions book as prescribed by the management committee which he shall obtain that committee. He shall enter in each book the name of the employee, and his Leather Provident Fund number. On each pay day he shall enter in the contributions book of each contributor employed by him the amount contributed by and in respect of the contributor in terms of Clause 6 and the date of such contributions.

8. SICK PAY.

(1) For each contribution made by a contributor, 8 hours of benefit will accrue, up to a maximum of 416 hours; provided that where the number of hours accrued to a contributor is reduced by virtue of payments of sick pay in terms of sub-clause (2) hereof, the balance remaining to the credit of the contributor shall be increased by 8 hours for each further contribution up to the maximum of 416 hours. And provided further that for the purpose of this Agreement the contributions referred to herein shall include any contributions made by the employee concerned to the fund under any previous Agreement of the Council.

(2) Wanneer 'n werkgewer van 'n werknemer 'n sertifikaat ontvang waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, moet hy vir elke uur van afwesigheid gedurende die gewone week aan sodanige werknemer die siektebystand wat van toepassing is op die groep waarin hy die laaste maal bygedra het, betaal teen die volgende skaal:—

- Groep 1: 6c per uur;
- Groep 2: 10c per uur;
- Groep 3: 13c per uur;
- Groep 4: 17c per uur,

met dien verstande dat—

- (a) geen siektebystand vir die eerste dag van afwesigheid weens siekte betaal word nie;
- (b) elke sertifikaat wat deur 'n geneesheer uitgereik word, geldig is vir sewe dae vanaf die datum van uitreiking, met dien verstande dat die Bestuurskomitee in die geval van 'n langdurige siekte die sertifikaat van 'n geneesheer vir sodanige langer tydperk as wat die komitee mag bepaal, kan aanneem;
- (c) daar geen bystand vir 'n groter getal ure as dié wat die werknemer ingevolge die bepalinge van subklousule (1) hiervan toekom, betaalbaar is nie;
- (d) „uur” 'n gewone uur beteken wat die werknemer (afgesien van korttyd of oortyd) sou gewerk het as hy nie van die werk afwesig was nie;

en voorts met dien verstande dat—

- (i) daar geen siektebystand aan 'n werknemer betaal word nie wie se siekte, ongesteldheid of kwaal volgens die mening van die bestuurskomitee of die plaaslike komitee, na gelang van die geval, aan wangedrag of buitensporige gebruik van sterk drank of verdovingsmiddels toegeskrif kan word of te wyte is aan beserings opgedoen as gevolg van enige vorm van burgerlike oproer of aan die feit dat die werknemer by openbare opstand betrokke was;
 - (ii) daar geen siektebystand betaalbaar is nie vir openbare vakansiedae soos in 'n Ooreenkoms van die Raad gespesifiseer of vir 'n gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer besoldiging ingevolge die bepalinge van 'n Ooreenkoms van die Raad ontvang;
 - (iii) daar geen siektebystand betaalbaar is vir enige siekte nie indien die betrokke werknemer ingevolge die bepalinge van die Ongevallewet, 1941, soos gewysig, skadeloosstelling ten opsigte daarvan ontvang;
 - (iv) daar geen siektebystand in die geval van 'n bevalling betaalbaar is nie gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, wanneer die bydraer op voordele kragtens die Wet op Fabriek, Masjinerie en Bouwerke, 1941, soos gewysig, geregtig is.
- (3) Aan alle nagwerkers in diens in die Skoel- of Algemene Goedere- of Looiafdeling van die Leernywerheid, moet daar voordele betaal word asof hulle dagwerkers is wat gewoonlik die ure werk wat onderskeidelik vir dagwerkers in die ooreenkoms vir die Skoel-, Algemene Goedere- en Looiafdeling voorgeskryf word.

(4) (i) Behoudens die bepalinge van subparagraaf (ii) van hierdie subklousule, is geen siektebystand betaalbaar aan 'n bydraer wat werkloos is nie; met dien verstande dat daar aan 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siektebystand ontvang, steeds siektebystand betaal moet word tot dat die getal ure wat hy te goed het, opgebruik is of tot 13 weke nadat sy diens beëindig is, na gelang van die vroegste, en voorts behoudens die voorlegging van die doktersertifikaat wat in die Ooreenkoms voorgeskryf word.

(ii) Geen siektebystand of ander voordele is aan werklose bydraers betaalbaar gedurende die tydperk waarin hulle daartoe geregtig is om voordele ingevolge die Werkloosheidsversekeringswet, 1946, soos gewysig, te ontvang nie.

(iii) Ingeval 'n werklose bydraer weer werk in die leernywerheid kry binne 'n tydperk van 13 weke vanaf die datum waarop hy werkloos geword het, word hy geag ononderbroke in diens te gewees het, en hy moet by sy nuwe werkgewer gekrediteer word met die getal siektebystandsure wat hy tot op die datum waarop hy werkloos geword het, te goed gehad het. Ingeval 'n werklose bydraer weer in die nywerheid in diens tree na afloop van die tydperk van 13 weke, word hy vir die doel van hierdie fonds geag 'n nuwe werknemer in die nywerheid te wees.

(5) Voor of op die sewende dag van elke maand moet elke werkgewer wat ingevolge die bepalinge van subklousule (2) 'n bedrag aan 'n werknemer betaal het, 'n staat in duplo ten opsigte van die voorafgaande kalendermaand aan die bestuurskomitee stuur waarin die volle name van die werknemers wat voordele ontvang het, hul groep, die getal dae waarvoor hulle voordele ontvang het en die bedrag van die voordele aangegee word. Die staat moet vergesel gaan van sertifikaat van geneesheer en kwitansties, deur die werknemers onderteken, vir bedrae ten opsigte van voordele wat hulle ontvang het. By ontvangs van die staat betaal die bestuurskomitee, indien hy daarvan oortuig is dat dit in orde is, die uitbetaalde bedrag aan die werkgewer terug. Indien daar te eniger tyd bewys verkry word dat daar aan 'n werkgewer 'n bedrag terugbetaal is wat hy nie ten opsigte van voordele betaal het of moes betaal het nie, is die werkgewer daarvoor aanspreeklik om die bedrag aan die Raad terug te betaal.

(2) An employer shall on receipt from an employee of a certificate, certifying that such employee is incapable of work due to illness, pay to such employee sick pay for the group in which he last contributed and for each hour of absence during the normal week at the following rates:—

- Group 1: 6c per hour;
- Group 2: 10c per hour;
- Group 3: 13c per hour;
- Group 4: 17c per hour,

Provided that—

- (a) no sick pay shall be paid in respect of the first day of absence through illness;
- (b) each certificate issued by a medical practitioner shall have a currency of 7 days from the date of issue, provided that the management committee may, in the event of lengthy illness, accept the certificate of a medical practitioner for such longer period as it may determine;
- (c) no payment in excess of the number of hours accrued in terms of sub-clause (1) hereof shall be payable;
- (d) the term “hour” means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work;

and provided further that—

- (i) no sick pay benefits shall be paid to an employee whose illness, affliction, or disease is, in the opinion of the management committee, or local committee, as the case may be, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;
- (ii) no sick pay shall be payable in respect of paid public holidays as specified in any agreement of the Council, or in respect of any portion of the annual leave period for which an employee receives holiday pay in terms of any agreement of the Council;
- (iii) no sick pay shall be payable for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941, as amended;
- (iv) no sick pay shall be payable in respect of confinements during the period four weeks prior to, and eight weeks subsequent to, the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941, as amended.

(3) All night workers employed in the Footwear or General Goods or Tanning Sections of the Leather Industry shall be paid benefits as though they were day workers normally working the hours of work prescribed for day workers in the agreements for the Footwear, General Goods and Tanning Sections, respectively.

(4) (i) Subject to the provisions of sub-paragraph (ii) of this sub-clause no sick pay shall be payable to a contributor who is unemployed, provided that a contributor whose employment is terminated during the period in which he is receiving sick pay, shall continue to be paid sick pay until the number of hours which have accrued to him is exhausted or until 13 weeks after his employment has terminated whichever is the earlier and subject further to the production of such medical certificates as are prescribed in the Agreement.

(ii) No sick pay or other benefits shall be paid to unemployed contributors during such period as they are entitled to receive benefits in terms of the Unemployment Insurance Act of 1946, as amended.

(iii) In the event of an unemployed contributor obtaining further employment in the Leather Industry within a period of 13 weeks from the date of such contributor becoming unemployed, he shall be deemed to have been continuously employed and the number of hours of sick pay benefits accrued to his credit at the date of his becoming unemployed shall be retained to his credit with his new employer. In the event of an unemployed contributor re-entering the Industry after the expiration of such period of 13 weeks, he shall be considered to be a new employee in the Industry for the purpose of this fund.

(5) Not later than the seventh day of each month every employer who has made payment to an employee in terms of sub-clause (2) shall forward to the management committee in respect of the preceding calendar month a statement, in duplicate, showing the full names of the employees who have benefited, their groups, the number of days' benefit paid and the amounts of benefit. The statement shall be accompanied by doctors' certificates and receipts signed by the employees for the amounts of benefit received. Upon receipt of the statement the management committee if satisfied that it is in order, shall refund to the employer the amount paid out. Should proof be obtained at any time that there has been refunded to an employer any amount which he has not paid in benefit or which should not have been so paid, the employer shall be liable to repay the amount to the Council.

Ondanks andersluidende bepalinge in hierdie subklousule, kan daar nie van die bestuurskomitee vereis word om 'n staat wat nie binne 'n tydperk van vier (4) maande vanaf die datum waarop die werkgewer sodanige staat ingevolge hierdie subklousule moes aangestuur het, gestuur is aan en ontvang is deur die bestuurskomitee, as geldig te beskou nie en ewemin kan die bestuurskomitee aanspreeklik gehou word vir die terugbetaling, aan die werkgewer, van die bedrag of bedrae waarop daar kragtens so 'n staat aanspraak gemaak word.

(6) Wanneer 'n werknemer die diens van sy werkgewer verlaat, moet die werkgewer sy bydraeboek aan hom oorhandig en sodanige werknemer moet dit oorhandig aan sy volgende werkgewer wat dit ingevolge die bepalinge van klousule 7 moet hou.

9. GENEESKUNDIGE EN FARMASEUTIESE VOORDELE.

Behoudens die bepalinge van klousule 10, is 'n werknemer geregtig op—

- (i) algemene geneeskundige behandeling deur die geneeskundige beampte deur die fonds aangestel, uitgesonderd bepalings, maar met inbegrip van die werk wat die geneeskundige beampte mag instem om binne die bestek van die fonds te verrig;
- (ii) inspuitings, uitgesonderd inenting en voorkomings inspuitings wat deur die geneeskundige beampte toegedien word;
- (iii) massering in opdrag van die geneeskundige beampte;
- (iv) die verskaffing, op gesag van 'n voorskrif geteken deur die geneeskundige beampte, van medisyne, verdowingsmiddels, salf, verbande en wasmiddels deur 'n apteek wat die bestuurskomitee aangewys het,

met dien verstande dat 'n werknemer nie daartoe geregtig is om geneeskundige en farmaseutiese voordele ingevolge die bepalinge van hierdie klousule vir langer as drie kalendermaande ten opsigte van dieselfde siekte, ongesteldheid of kwaal te ontvang nie en met die voorbehoud dat hierdie tydperk na goedgekeurde van die bestuurskomitee verleng kan word.

Die koste van die geneeskundige behandeling of farmaseutiese goedere word deur die bestuurskomitee betaal by voorlegging aan hom, van bevredigende rekenings deur die geneeskundige beamptes en aptekers deur hom aangestel.

'n Werknemer wat werkloos word, is vanaf die datum waarop hy werkloos word, nie op mediese en farmaseutiese voordele ingevolge hierdie klousule geregtig nie tensy sy diens geëindig het gedurende die tydperk waarin hy geregtig was op siektebystand ingevolge klousule 8 (4), en in so 'n geval hou hy aan om die mediese en farmaseutiese voordele te ontvang vir die tydperk ten opsigte waarvan hy geregtig is om siektebystand te ontvang.

'n Bydraer ten opsigte van wie 'n geneesheer of 'n geneeskundige beampte sertifiseer dat hy aan tuberkulose ly, is met ingang van die datum van sodanige sertifikaat nie op voordele ingevolge hierdie artikel geregtig nie.

10. IDENTIFIKASIEKAARTE.

(1) Aan elke bydraer moet daar 'n identifikasiekaart verskaf word wat in die vorm gedruk is wat die bestuurskomitee van tyd tot tyd mag bepaal.

So 'n kaart moet deur die werkgewer onderteken word en die werkgewer moet daarop sertifiseer dat die werknemer 'n bydraer is en ooreenkomstig die bepalinge van die fonds op geneeskundige en farmaseutiese voordele geregtig is.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is 'n bydraer nie op geneeskundige of farmaseutiese voordele geregtig nie tensy hy 'n identifikasiekaart wat behoorlik onderteken en ingevul is ooreenkomstig die bepalinge van hierdie subklousule, besit en dit toon aan die geneeskundige beampte of die apteker wat deur die bestuurskomitee aangestel is, en geen geneeskundige beampte of apteker mag iemand ingevolge die bepalinge van hierdie Ooreenkoms geneeskundig behandel of van farmaseutiese goedere voorsien nie tensy so iemand 'n identifikasiekaart van hom toon soos in hierdie subklousule bepaal.

(2) Ingeval 'n bydraer sy identifikasiekaart verloor, moet hy by die bestuurskomitee of die plaaslike komitee aansoek doen om die uitreiking van 'n duplikaat teen betaling van 'n bedrag van hoogstens 10c, al na die betrokke komitee mag bepaal.

(3) Wanneer 'n bydraer die diens van sy werkgewer verlaat, moet hy sy identifikasiekaart aan sy werkgewer oorhandig en sy bydraeboek in ruil daarvoor ontvang.

(4) Ingeval 'n werknemer binne 13 weke nadat hy die nywerheid verlaat het, weer werk in die Leernywerheid kry, moet hy sy bydraeboek aan sy nuwe werkgewer oorhandig wat dit ooreenkomstig die bepalinge van klousule 7 van hierdie Ooreenkoms moet bewaar, en die werkgewer moet hom onmiddellik van 'n nuwe kaartjie voorsien soos in subklousule (1) van hierdie klousule bepaal.

(5) As 'n werknemer sonder diensopsegging vertrek of nie sy kaartjie ingevolge subklousule (3) van hierdie klousule aan sy werkgewer oorhandig nie, moet die werkgewer die bydraeboek van so 'n werknemer aan die bestuurskomitee stuur.

11. FINANSIËLE BEHEER.

(1) (a) Die voordele word gestaak sodra die bedrag wat in die krediet van die fonds staan, tot minder as R5,000 daal, en verdere uitbetalings word nie hervat nie voordat die bedrag wat in die krediet van die fonds staan, R7,000 bedra. Sodra die bedrag wat in die krediet van die fonds staan, laer as R5,000 daal, moet die Sekretaris die werkgewers daarvan in kennis stel en sodra daar weer 'n aanvraag met die betaling van voordele gemaak kan word, moet hulle ook in kennis gestel word.

Notwithstanding anything to the contrary contained in this sub-clause the management committee shall not be required to recognise as valid any statement which has not been forwarded to and received by the management committee within a period of four (4) months from the date upon which such statement should have been forwarded by the employer in terms of this sub-clause nor shall the Management Committee be liable to refund to the employer the amount or amounts claimed under any such statement.

(6) When an employee leaves the service of his employer the employer shall hand him his contribution book and the employee shall hand it to his next employer for keeping in terms of clause 7.

9. MEDICAL AND PHARMACEUTICAL BENEFIT.

Subject to the provisions of clause 10 an employee shall be entitled to—

- (i) general medical attention from the medical officer appointed by the fund, except confinement, but including such work as the medical officer may consent to perform within the scope of the fund;
- (ii) injections, excluding vaccination and preventative injections administered by the medical officer;
- (iii) massage at the direction of the medical officer;
- (iv) supplies of medicine, drugs, ointment, bandages and lotions from a pharmacy appointed by the management committee, on the authority of a prescription signed by the medical officer;

provided that an employee shall not be entitled to receive medical and pharmaceutical benefits in terms of this clause for a period of more than three calendar months in respect of the same illness, affliction or disease, with the proviso that this period may be extended at the discretion of the management committee.

The cost of medical attention or pharmaceutical supplies shall be paid by the management committee on presentation to that committee of satisfactory accounts by the medical officers and pharmacists appointed by the management committee.

An employee who becomes unemployed shall not be entitled to medical and pharmaceutical benefits under this clause from the time of his becoming unemployed, unless such employment was terminated during the period in which he was qualified to receive sick pay in terms of clause 8 (4), in which event he shall continue to receive such medical and pharmaceutical benefits for such period as he is qualified to receive sick pay.

A contributor who is certified by a medical officer or practitioner to be suffering from tuberculosis shall not be entitled to benefit under this clause from the date of such certificate.

10. IDENTIFICATION CARDS.

(1) Each contributor shall be supplied with an identification card printed in such form as the management committee may from time to time direct.

Such card shall be signed by his employer, and shall contain a certificate by the employer to the effect that the employee is a contributor and is entitled to medical and pharmaceutical benefits in terms of the fund.

Notwithstanding anything to the contrary contained in the Agreement, a contributor shall not be entitled to medical or pharmaceutical benefits unless he is in possession of, and produces to the medical officer or pharmacist appointed by the management committee, an identification card duly signed and completed in terms of this sub-clause, and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of this Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided in this sub-clause.

(2) In the event of a contributor losing his identification card he shall make application to the management committee, or local committee, for the issue of a duplicate card on payment of such fee not exceeding 10c in respect thereof as the committee concerned may determine.

(3) Upon leaving the service of his employer, a contributor shall surrender to his employer his identification card and shall receive in exchange therefor his contribution book.

(4) In the event of an employee obtaining further employment in the Leather Industry within a period of 13 weeks after leaving the Industry, he shall hand his contribution book to his new employer for keeping in terms of clause 7 of this Agreement, and the employer shall forthwith issue him with a new card in terms of sub-clause (1) of this clause.

(5) If an employee leaves without notice or does not surrender his card to his employer in terms of sub-clause (3) of this clause, the employer shall forward the contribution book of such employee to the management committee.

11. FINANCIAL CONTROL.

(1) (a) Benefits shall cease whenever the amount standing to the credit of the fund falls below R5,000 and further payments shall not recommence until the amount standing to the credit of the fund has reached the sum of R7,000. Employers shall be advised by the Secretary immediately the amount standing to the credit of the fund falls below R5,000 and shall also be advised as soon as the payment of benefits may be recommenced.

(b) Die bydraeboek wat aan werknemers uitgereik word, is nie oordraagbaar nie. Ingeval 'n werknemer te sterwe kom, moet sy werkgever sy bydraeboek aan die bestuurskomitee terugbesorg.

(c) Die Sekretaris moet elke jaar so gou moontlik na 30 Junie 'n staat opstel waarin die gelde wat ontvang is gedurende die twaalf maande wat op 30 Junie geëindig het, asook besonderhede van die uitgawes gedurende gemelde tydperk aangegee word. Sodanige staat moet vir ouditering aan 'n openbare rekenmeester deur die bestuurskomitee aangestel, voorgelê en saam met die ouditeur se verslag aan die Raad voorgelê word.

(d) Die geouditeerde staat en die openbare rekenmeester se verslag daaroor moet by die hoofkantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande vanaf die datum vermeld in paragraaf (c) aan die Nywerheidsregistrator gestuur word.

(e) Alle uitgawes in verband met die administrasie van die fonds word teen die fonds in rekening gebring.

(2) (a) Alle gelde wat in die fonds gestort word, moet gedeponeer word in 'n spesiale rekening wat in die naam van die fonds by 'n bank en/of 'n inrigting deur die Raad goedgekeur, geopen moet word.

(b) Alle gelde wat die bestuurskomitee as te veel vir sy veristes beskou, kan by 'n bank of 'n geregistreerde bougenootskap gedeponeer of in Unieleningstifikate belê word; met dien verstande dat voldoende geld so likwied gehou word dat die komitee onmiddellik sy verpligtings kan nakom sodra dit van hom vereis word.

(c) Alle betalings uit die fonds moet per tjek en op rekening van die fonds geskied. Die tjeks word onderteken deur twee persone wat behoorlik deur die bestuurskomitee daartoe gemagtig is.

(3) Indien hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk, moet die bestuurskomitee voortgaan om die fonds te administreer totdat dit of gelikwied of deur die Raad oorgedra word aan 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds in die lewe geroep is.

(4) Ingeval die Raad gedurende die tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, ontbind word of nie meer funksioneer nie, moet die bestuurskomitee of dié ander persone wat die Minister mag aanwys, voortgaan om die fonds te administreer, en die lede waaruit die komitee bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag lede van die komitee te wees; met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat daar 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers en 'n gelyke getal plaasvervangers vir hulle in die ledetal van die komitee is. Ingeval sodanige komitee nie in staat is nie of onwilling is om sy pligte uit te voer of as daar 'n dooie punt bereik word wat, volgens die mening van die Minister, die administrasie van die fonds onprakties of onwenslik maak, kan hy 'n trustee of trustees wat al die bevoegdhede van die komitee vir sodanige doeleindes besit, aanstel om die pligte van die komitee uit te voer. By die verstryking van hierdie Ooreenkoms moet die fonds gelikwied word op die wyse voorgeskryf in subklousule (5), en indien die Raad by die verstryking van die Ooreenkoms alreeds gelikwied en sy bates verdeel is, moet die saldo van die fonds ooreenkomstig die bepalinge van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(5) By die likwidasie van die fonds ingevolge subklousule (3) van hierdie klousule, moet die gelde wat nog in die krediet van die fonds staan nadat alle eise teen die fonds, insluitende administrasie- en likwidasieliegawes, betaal is, in die fondse van die Raad gestort word.

12. AGENTE.

Die Raad moet een of meer persone as agente aanstel om behulpzaam te wees by die uitvoering van die bepalinge van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy inrigting binne te gaan en die navrae te doen, die dokumente, boeke betaalstate, betaalkeverte en lonkaarte na te gaan en dié persone te ondervra wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

13. VRYSTELLINGS.

Die Raad of die uitvoerende komitee kan om 'n grondige en afdoende rede en op die aanbeveling van 'n distrikskomitee of uit eie beweging vrystelling van enigen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enigen verleen.

Namens die partye, op hede die 20ste dag van Desember 1960, in Port Elizabeth onderteken.

MNR. L. DUBB,
Lid van Raad.

MNR. B. A. KEYTER,
Lid van Raad.

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

(b) The contribution books issued to employees are not transferable. In the event of the death of an employee his employer shall return his contribution book to the management committee.

(c) The Secretary shall, as soon as possible, after the 30th June in each year, prepare a statement showing moneys received and details of expenditure during the twelve months ended on 30th June. Such statement shall be submitted for audit to a public accountant appointed by the management committee and submitted to the Council together with the auditor's report.

(d) The audited statement and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar within three months after the date mentioned in paragraph (c).

(e) All expenses incurred in the administration of the fund shall be a charge upon the fund.

(2) (a) All moneys paid into the fund shall be deposited in a special account to be opened in the name of the fund at a bank and/or institution approved by the Council.

(b) All moneys regarded by the management committee as being surplus to its requirements may be placed on deposit with a bank or registered building society or may be invested in Union Loan Certificates provided that sufficient money is kept in such liquid form as will enable the committee to meet its liabilities immediately it is called upon to do so.

(c) All payments from the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the management committee.

(3) Should this Agreement expire through effluxion of time, or for any other reason, the fund shall continue to be administered by the management committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(4) In the event of the dissolution of the Council or in the event of its ceasing to function in the period during which this Agreement is binding in terms of the Act, the management committee or such other person as the Minister may designate shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purposes. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in sub-clause (5) and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(5) Upon liquidation of the fund in terms of sub-clause (3) of this clause, the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

12. 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 person 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.

13. EXEMPTIONS.

The Council or executive may on the recommendation of a district committee, or on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

Signed at Port Elizabeth, on behalf of the parties, on this 20th day of December, 1960.

MR. L. DUBB,
Member of the Council.

MR. B. A. KEYTER,
Member of the Council.

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

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