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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1010.] [3 Julie 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

AFDELING ALGEMENE GOEDERE.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die afdeling Algemene Goedere van die Leernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 April 1967 eindig, bindend is vir die werkgewers-organisasies en vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 3, 4 (3) (e), 15, 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 April 1967 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 3, 4 (3) (e), 15, 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 April 1967 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. R. 1010.] [3 July 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA.

GENERAL GOODS SECTION.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the General Goods Section of the Leather Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 15th April, 1967, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 3, 4 (3) (e), 15, 19 and 20, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 15th April, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Republic of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Republic of South Africa and from the second Monday after the date of publication of this notice and for the period ending the 15th April, 1967, the provisions of the said Agreement, excluding those contained in clauses 2, 3, 4 (3) (e), 15, 19 and 20, 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.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

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

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

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

1. WOORDOMSKRYWING.

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

- "Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "volwassene" 'n werknemer wat 21 jaar oud of ouer is;
- "keteloppasser" 'n werknemer wat aktief werksaam is in verband met die instandhouding van die stoomdruk en waterinhoud van 'n stoomketel; sodanige werknemer mag ook gebruik word om vure te maak en/of in stand te hou;
- "kruisbande ens." kruisbande, kousophouers, armbande en kousbande;
- "Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening 1956, soos gewysig;
- "snyer klas I" in verband met saaltuig, 'n werknemer wat samestellende dele wat in die vervaardiging van enigeen of al die volgende tipe saals gebruik word, met die hand sny; Australiese springsaal, voorsitsaal, oefensaal, reisesaal, Australiese veeboersaal, boersaal, universele saal, polosaal of enige spesiale saal wat volgens bestelling gemaak word;
- "snyer klas II" in verband met saaltuig, 'n werknemer wat samestellende dele vir gebruik by die vervaardiging van enige saal van 'n ander tipe as die saals genoem in die omskrywing van 'n "snyer klas I" met die hand sny;
- "snyer klas I" in verband met reisbenodigdhede, 'n werknemer wat leerbuitekante met die hand sny, uitgesonderd die sny van samestellende dele soos handvatsels, handvatsellusse, stroke of tonge, rieme of riemlusse;
- "snyer klas II" in verband met reisbenodigdhede, 'n werknemer wat ander snywerk verrig as dié soos omskryf in die omskrywing van "snyer klas I" uitgesonderd 'n draaisnymasjienbediener;
- "versendingsklerk" 'n werknemer wat daarvoor verantwoordelik is om goedere in of van 'n pakhuis of magasyn te ontvang of van departemente vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakke en die weeg, merk en adresseer daarvan;
- "distrikskomitee" 'n komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die administrasie van ooreenkomste in 'n bepaalde gebied;
- "bedryfsinrigting" 'n plek waarin werksaamhede in verband met die Nywerheid uitgevoer word;
- "Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;
- "Ondervinding"—

- (a) die totale tydperk of tydperke diens, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer gehad het in die departement waarin hy werksaam is ongeag die werksaamhede waarvoor hy in daardie departement gebruik is; diens in verband met enige werksaamheid in 'n departement in die Afdeling Algemene Goedere tel as diens vir 'n ooreenstemmende werksaamheid in enige ander departement vir die Afdeling Algemene Goedere; met dien verstande

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' organisations"), 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.

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;
- "boiler attendant" means an employee who is actively employed on maintaining steam pressure and water content in any boiler; such employee may also be employed on the making and/or maintaining of fires;
- "braces, etc." means braces, suspenders, armlets and garters;
- "Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;
- "cutter, class I" in relation to saddlery, means an employee engaged in the cutting by hand of any component parts used in the manufacture of any or all of the following types of saddles: Australian buckjumper, forward seat saddles, exercise saddles, racing saddles, Australian stockman saddles, boer saddles, universal saddles, polo saddles, or any special saddle made to order;
- "cutter, class II" in relation to saddlery, means an employee engaged in the cutting by hand of any component part used in the manufacture of any saddle other than the type of saddle referred to in the definition of a "cutter, class I";
- "cutter, class I" in relation to travelling requisites, means an employee engaged on cutting leather outers by hand, but shall not include the cutting of small component parts such as handles, handle loops, tabs or tongues, straps or strap loops;
- "cutter, class II" in relation to travelling requisites, means an employee engaged on any cutting other than that defined in the definition of "cutter, class I", and other than a rotary cutting machine operator;
- "despatch clerk" means an employee who is responsible for receiving goods into or from a store or warehouse, or from departments for despatch or delivery, and who is responsible for the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;
- "district committee" means a committee established in accordance with the constitution of the Council for the administration of Agreements in a particular area;
- "establishment" means any place in which any operations in connection with the Industry are carried on;
- "Executive Committee" means the Executive Committee of the Council, appointed in terms of its constitution;
- "experience"—

- (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

dat minstens die helfte van die tydperk waarin 'n werknemer 'n bepaalde werksaamheid in die Afdeling Algemene Goedere verrig het moet tel as diens vir die verrigting van enige ander werksaamheid in die Afdeling Algemene Goedere en voorts met dien verstande dat die volle tydperk waarin 'n werknemer 'n bepaalde werksaamheid in die Afdeling Algemene Goedere verrig het, moet tel as diens vir enige ander werksaamheid in dieselfde bedryfsinrigting waar sodanige diens-tydperke aaneenlopend is;

- (b) ook die jaarlikse vakansie waarvoor daar in klousule 9 voorsiening gemaak word en ook hoogstens vier maande van enige tydperk van militêre opleiding wat in 'n bepaalde jaar diens ondergaan is, maar uitgesonderd enige tydperk of tydperke meer as drie agtereenvolgende weke waarin 'n werknemer van sy werk afwesig is sonder die toedoen van die werkgever;

“monteur” in verband met Naturelletrommels, 'n werknemer wat toebehorens aanbring soos slotte, handvatsels, skarniere, hoeke, hoepels, ens., en alle versiersels uitgesonderd verwerk;

“toebehorensmonteur, klas I,” in verband met reisbenodigdhede, 'n werknemer wat toebehorens aanbring soos slotte, handvatsels, skarniere, skuiwe of grendels, knippe, hout- of metaalhoepels, binnetoebehorens, soos hangers, ens., of enige ander soortgelyke toebehorens vir reisbenodigdhede maar uitgesonderd die aanbring van toebehorens soos beskryf in die omskrywing van “toebehorensmonteur, klas II”;

“toebehorensmonteur, klas II,” in verband met reisbenodigdhede, 'n werknemer wat gespes, drukknoppe, slotte of handvatsels aanbring aan dokumenttasse, foliotasse, gladstone-sakke of inkoopkasse;

“voorman” 'n werknemer wat deur die werkgever aangewys is as die hof van die werknemers in 'n bedryfsinrigting of 'n departement van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig; “afdeling algemene goedere” van die Leernywerheid daardie afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

- (a) dokumenttasse, sakke en tasse en alle ander houers wat bedoel is om persoonlike besittings, sport-uitrusting, gereedskap en dokumente te hou;
- (b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting uitgesonderd klerasie, inkoopkasse, breitasse, Naturellesakke van die tipe wat algemeen bekend staan as “Xhosa-sakke”, notebeurse, beursies, horlosiebande, polsbande, halsbande vir honde, leiband vir honde, kombesrieme, kruisbande, gordels, koesophouers, kousbande, armbande en alle dergelyke artikels, afgesien van hul aard maar wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels;

- (2) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, van ander materiaal as leer, van die artikels genoem in paragraaf (1); met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopkasse wat hoofsaaklik van papier gemaak is, insluit nie;

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

“algemeen arbeider” 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- (1) Persiele, masjinerie, uitrusting, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;
- (2) houers was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houers laai of aflaai;
- (5) vure maak en/of instand hou;
- (6) afval of as verwyder;
- (7) kiste, pakke, bale of kratte oop- of toemaak;
- (8) kaste, pakke of bale brandmerk, merk of sjabloneer;
- (9) tee, koffie, kakao of dergelyke drank berei;
- (10) op afleweringswaens of voertuie behulpzaam wees;
- (11) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of handaangedrewe voertuig aflewer;

“werknemer, graad A,” in verband met reisbenodigdhede—

- (1) 'n werknemer wat enigeen van ondergenoemde masjiene of 'n soortgelyke masjiene bedien wat bedoel is of bedoel mag word om werk te doen wat soortgelyk is aan dié wat deur enigeen van hierdie masjiene gedoen word:—

- (a) Bandskuurmasjiën;
- (b) buigmasjiën;
- (c) bordvoumasjiën;
- (d) doeksnymmasjiën;
- (e) lymmasjiën;

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 clause 9, and shall include up to four months of any period of military training undergone in any one year of employment, but excludes any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

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

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

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

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

“general goods section” of the Leather Industry means the section of the Industry in which employers and employees are associated—

- (1) for the manufacture mainly from leather of—

- (a) 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, shopping bags, knitting bags, Native bags of the type commonly known as “Xhosa bags”, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets, and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

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

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

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

“grade A employee”, in relation to travelling requisites, means—

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

- (a) Belt sandpapering machine;
- (b) bending machine;
- (c) board creasing machine;
- (d) cloth cutting machine;
- (e) glueing machine;

- (f) vorm- of blokmasjien;
- (g) spykermasjien;
- (h) perssnymasjien;
- (i) "puritan"-masjien;
- (j) gleuf- of ponsmasjien;
- (k) houtkram- of -lasmasjien;

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

- (a) Randgereedskapwerk;
- (b) reliëfwerk;
- (c) raamwerk;
- (d) rame met leer oortrek;
- (e) rame met ander materiaal as leer oortrek—slegs manlike werknemers;
- (f) rame maak;
- (g) versterkstukke maak;
- (h) met die hand verf en/of vernis;
- (i) met 'n handskeer sny;
- (j) handvatsels maak;
- (k) metaalrande aanbring—slegs manlike werknemers;
- (l) spykerwerk verrig—slegs manlike werknemers;
- (m) buitekante oortrek met leer;
- (n) buitekante oortrek met ander materiaal as leer—slegs manlike werknemers;
- (o) rande rol—slegs manlike werknemers;
- (p) klinknaelwerk—slegs manlike werknemers;
- (q) kerfwerk verrig—slegs manlike werknemers;
- (r) spuitwerk verrig;
- (s) trapsnywerk verrig;

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

- (a) 'n snyer klas II is;
- (b) 'n toebehorensmonteur klas I is;
- (c) 'n voeringwerker klas I is—slegs manlike werknemers;
- (d) 'n masjienwerker klas I is—slegs manlike werknemers;
- (e) 'n houtwerkmasjinis klas II is;

“werknemer graad B” in verband met reisbenodigdhede—

- (1) 'n werknemer wat skuurwerk met die hand verrig;
- (2) 'n werknemer wat, luidens die omskrywings vervat in hierdie Ooreenkoms—
 - (a) 'n masjienwerker klas II is—slegs manlike werknemers;
 - (b) 'n toebehorensmonteur klas II is—slegs manlike werknemers;

“werknemer graad C” in verband met reisbenodigdhede—

- (1) 'n werknemer wat enigeen van die volgende werksaamhede verrig:—
 - (a) Plooiwerk;
 - (b) boorwerk;
 - (c) vouwerk;
 - (d) rame oortrek met ander materiaal as leer—slegs vroulike werknemers;
 - (e) stikwerk met die hand;
 - (f) merkwerk;
 - (g) metaalrande aanbring—slegs vroulike werknemers;
 - (h) spykerwerk met die hand of 'n masjien—slegs vroulike werknemers;
 - (i) 'n lymmasjien bedien—slegs vroulike werknemers;
 - (j) buitekante oortrek met ander materiaal as leer—slegs vroulike werknemers;
 - (k) rande rol—slegs vroulike werknemers;
 - (l) klinknaelwerk—slegs vroulike werknemers;
 - (m) gleufwerk—slegs vroulike werknemers;
- (2) 'n werknemer wat, luidens die omskrywings vervat in hierdie Ooreenkoms—
 - (a) 'n toebehorensmonteur klas I of II is—slegs vroulike werknemers;
 - (b) 'n voeringwerker klas II is;
 - (c) 'n voeringwerker klas I is—slegs vroulike werknemers;
 - (d) 'n masjienwerker klas I of II is—slegs vroulike werknemers;

“werknemer graad D” in verband met reisbenodigdhede, 'n werknemer wat enigeen van die volgende werksaamhede verrig:—

- (a) 'n Riemsnymasjien bedien;
- (b) splitswerk verrig;

“werknemer graad E” in verband met reisbenodigdhede, 'n werknemer wat enigeen van die volgende werksaamhede verrig:—

- (a) Omboorsel en/of kantstrokieë aanheg voordat die stikwerk verrig word;
- (b) inklopwerk vir hoekstikwerk verrig;
- (c) hoëfrekwensiesweiswerk verrig;
- (d) toebehorens vir werkers voorberei;
- (e) stutte aanbring;
- (f) rande beits en/of poleer en/of opvryf;
- (g) houtframe monteer;

- (f) moulding or blocking machine;
- (g) nailing machine;
- (h) press cutting machine;
- (i) puritan machine;
- (j) slotting or punching machine;
- (k) wood stapling or jointing machine;

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

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

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

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

“grade B employee” in relation to travelling requisites, means—

- (1) an employee engaged on the following operation:—
 - Sandpapering by hand;
- (2) an employee who, in terms of the definitions contained in this Agreement, is—
 - (a) a machinist, class II—male employees only;
 - (b) a fitting attacher, class II—male employees only;

“grade C employee” in relation to travelling requisites, means—

- (1) an employee engaged on any of the following operations:—
 - (a) Creasing;
 - (b) drilling;
 - (c) folding;
 - (d) frame covering with materials other than leather—female employees only;
 - (e) hand stitching;
 - (f) marking;
 - (g) metal rim attaching—female employees only;
 - (h) nailing by hand or machine—female employees only;
 - (i) operating a glueing machine—female employees only;
 - (j) outer covering with materials other than leather—female employees only;
 - (k) rim rolling—female employees only;
 - (l) riveting—female employees only;
 - (m) scoring—female employees only.

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

- (a) a fitting attacher, class I or II—female employees only;
- (b) a liner, class II;
- (c) a liner, class I—female employees only;
- (d) a machinist, class I or II—female employees only;

“grade D employee” in relation to travelling requisites, means an employee engaged on any of the following operations:—

- (a) Operating a strap cutting machine;
- (b) skiving;

“grade E employee” in relation to travelling requisites, means an employee engaged on any of the following operations:—

- (a) Binding and/or welt attaching, prior to stitching;
- (b) hammering in for corner stitching;
- (c) high frequency welding;
- (d) preparing fittings for operators;
- (e) putting on stays;
- (f) staining and/or polishing and/or rubbing up edges;
- (g) wooden frame assembling.

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

- (a) Goedere verpak;
- (b) leer sagmaak;
- (c) skoonmaak en/of waswerk verrig en/of oppervlaktes poleer;
- (d) afvalmateriaal sorteer;
- (e) sleutels aanbind;
- (f) inpaswerk verrig;
- (g) goedere in kaste verpak;
- (h) uitpluiswerk verrig;
- (i) kombesrieme deur handvatsels ryg;

"halfdag" die gewone voormiddagwerktydperk van die betrokke bedryfsinrigting;

"tuie, ens." tuie, tooms, kamaste, saalsakke, buikgorde, veiligheids gordels vir lynwerkers en militêre uitrusting uitgesonderd klere;

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

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

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

- (a) skoeisel, met inbegrip van alle tipes maar uitgesonderd skoeisel volgens maat;
- (b) dokumenttasse, sakke en tasse en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting uitgesonderd klere, handsakke vir dames, inkoopaske, breitasse, Naturelle tasse van die tipe wat algemeen bekend staan as "Xhosa-sakke", notebeurse, beursies, horlosiebande, polsbande, halsbande vir honde, leiband vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander soortgelyke artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van dié hierbo genoem;

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

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

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

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesel, hout, doek, selldoek of weefstof of 'n kombinasie daarvan;

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

"leernywerheid" kyk "Nywerheid";

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

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

"masjienwerker klas I" in verband met reisbenodigdhede, 'n werknemer wat alle stikwerk verrig, wat meebring dat 'n artikel aan mekaar gesit word deur dit vas te naai, en ook proefnaaimasjienwerk maar uitgesonderd "puritan"-masjienwerk of hoekstikwerk;

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

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

"Naturellekoffers" koffers of kiste, uitgesonderd kajuitkoffers, reistasse of dokumenttasse, wat hoofsaaklik vir verkoop aan Naturelle vervaardig word en wat bedoel is vir die vervoer van persoonlike besittings en waarin die bodems van hout of 'n komposisie daarvan gemaak is;

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

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

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

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

- (a) Packing;
- (b) softening leather;
- (c) cleaning and/or washing and/or surface polishing;
- (d) sorting scrap material;
- (e) thread cutting;
- (f) tying on keys;
- (g) nesting;
- (h) boxing;
- (i) carding;
- (j) assembling rug straps on handles.

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

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

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

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

(1) for the manufacture from leather of—

- (a) footwear, including all types, but not including bespoke footwear;
- (b) 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 "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

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

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

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

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

"Leather Industry" see "Industry";

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

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

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

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

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

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

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

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

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

"persoonlike eiendom" beteken gordels, rieme, sakke, notebeurse, beursies, horlosies- en gewrigsbande, halsbande en leibande vir honde, kombersrieme, sportkleresakke met toetrekke, skoolsakke, inkoop-sakke met oop bekke, inkoop-sakke met toebekke waarvan die maksimumafmetings 18 duim in lengte en/of 10 duim in hoogte en/of 10 duim in breedte is, breisakke, skryfbehoeftetasse en alle ander dergelyke artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels; vir die doel van hierdie departement en die departement reisbenodigdhede is 'n inkoop-sak met 'n oop bek 'n sak wat nie deur middel van hegstukke en/of drukknopies en/of ritsluiters toegemaak kan word nie;

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

"gekwalifiseerde werknemer" 'n werknemer wat vanweë sy ondervinding daarop gereëdig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid wat hy verrig;

"saal" 'n sitplek vir 'n ruiter wat op die rug van 'n perd of ander dier geplaas word;

"saalmaker klas I" 'n werknemer wat enigeen van of al die volgende soorte saals vervaardig: Australiese springsaal, voorsitsaal, oefensaal, reisiessaal, Australiese veeboersaal, boersaal, universele saal, polosaal of enige spesiale saal wat volgens bestelling gemaak word;

"saalmaker klas II" 'n werknemer wat enige tipe saal, uitgesonderd 'n tipe wat in die omskrywing van "saalmaker klas I" genoem word, vervaardig;

"saaltuig" alle tipe saals, en vir die doel van hierdie omskrywing beteken saal 'n sitplek vir 'n ruiter wat op die rug van 'n perd of ander dier geplaas word;

"Sekretaris van die Raad" die Algemene Sekretaris van die Raad en ook 'n assistent-sekretaris van die Raad;

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

"voorraadman en/of pakhuisman" 'n werknemer wat algemene beheer het oor voorrade en wat verantwoordelik is vir die ontvangs van goedere in pakhuis en die berging en hantering daarvan, die aflewering daarvan uit pakhuis aan departemente en vir deurvoer en/of verpakking daarvan binne die pakhuis of magasyn en die uitpak daarvan;

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

"reisbenodigdhede" reistasse en dokumenttaske, koffers van alle soorte (maar uitgesonderd Naturellekoffers soos elders omskryf), reistasse, brieftaske, foliotasse, gladstonetasse en alle ander houers wat bedoel is om klerasie, persoonlike besittings, sportuitrusting en musiekinstrumente te hou en alle soortgelyke artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels, maar uitgesonderd breisakke, inkoop-sakke met oopbekke en inkoop-sakke met toebekke waarvan die maksimum afmetings 18 duim in lengte en/of 10 duim in hoogte en/of 10 duim in breedte of minder is, en sportkleresakke met toetrekke; vir die doel van hierdie omskrywing is 'n inkoop-sak met 'n toebek 'n sak wat deur middel van hegstukke en/of drukknoppe en/of ritsluiters toegemaak kan word maar nie ook handsakke van dames en kinders nie;

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

"weekloon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 6; met dien verstande—

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

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit betrekking het op of die besoldiging insluit wat 'n werknemer wat op 'n grondslag waarvoor daar in klousule 23 voorsiening gemaak word, bo en behalwe die bedrag ontvang wat hy sou ontvang het as hy nie op sodanige grondslag in diens geneem was nie;

"houtkis" 'n kis of dokumentetas wat hoofsaaklik van hout of volgens dieselfde proses as 'n "Naturellekoffer" soos in hierdie Ooreenkoms omskryf, gemaak is vir verkoop hoofsaaklik aan Naturelle en wat bedoel is om dieselfde doel te dien as 'n reistas of dokumentetas soos dit in die handel bekend staan, en vir die doel van hierdie omskrywing word alle artikels wat op hierdie manier en vir hierdie doel vervaardig is, geag houtkiste te wees behalwe in die geval waar 'n werkgever tot tevredenheid van die Raad kan bewys dat die vervaardigde artikel 'n "Naturellekoffer" is soos in hierdie Ooreenkoms beskryf en waar hy 'n sertifikaat van die Raad hou waarin aldus verklaar word;

"houtwerkmasjienbediener klas I" 'n werknemer wat een of meer van die volgende masjiene bedien: 'n freesmasjien, 'n skaafmasjien, 'n dikteskaafmasjien, 'n reiskaaf of 'n swaeltstertmasjien of enige soortgelyke masjien wat gebruik word om hout te skaaf, te vorm, tot sponnings te verwerk of te las, en vir die doel van hierdie omskrywing word 'n spyker-masjien, sirkelsaag, bandsaag of draagbare sirkelsaag of 'n

"personal goods" means belts, straps, pouches, wallets, purses, watch and wrist straps, dog collars and leads, rug straps, draw-string tog bags, school bags, 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, stationery cases, and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned; for the purpose of this department and the travelling requisites department, 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;

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

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

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

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

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

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

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

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

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

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

"travelling requisites" means suitcases and attache cases, trunks of all descriptions (but excluding Native trunks as defined elsewhere), travelling bags, brief cases, folio cases, gladstone bags, and all other containers designed to hold wearing apparel, personal effects, sporting kit, and musical instruments, and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned; but shall not include knitting bags, open-top shopping bags and closed-top shopping bags of which the maximum dimensions are 18 inches in length and/or 10 inches in height and/or 10 inches in width or less, and draw string tog bags; for the purpose of this definition a closed-top shopping bag shall be a bag which may be sealed by fasteners and/or press studs and/or zip fasteners but shall not include ladies' and children's handbags;

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

"weekly wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6; provided—

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

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 23 received over and above the amount which he would have received if he had not been employed on such basis;

"wooden case" means a case or attache case manufactured mainly from wood and by the same process as a "Native trunk" as defined in this Agreement, for sale mainly to Natives and which is intended to serve the same purpose as a suitcase or attache case as known to the trade, and for the purpose of this definition all articles manufactured in this manner and for this purpose, shall be regarded as wooden cases except where an employer can prove to the satisfaction of the Council that the article manufactured is a "Native trunk" as defined in this Agreement and holds a certificate to that effect from the Council;

"woodworking machine operator, class I," means an employee engaged in operating one or more of the following machines: A spindle, planer, thicknesser, jointer, or dovetailing machine or any other like machine used for the planing, moulding, rebating or joining of wood and for the purpose of this definition shall not include a nailing machine, circular saw, bandsaw, or portable circular saw or a machine

masjiën wat gebruik word om hout aanmekaar te kram nie ingesluit nie maar word die skerpmaak van snylemme en die slyp van beitels en die opstelling en beveiliging van die masjiene hierbo genoem, wel ingesluit;

"houtwerkmasjiënwerker klas II" 'n werknemer wat hout, laaghout, houthoepels, hardbord of enige ander bord van houtkomposisie regstel en saag, kloof of in die dwarsste sny deur middel van 'n kragaangedrewe sirkelsaag, bandsaag of draagbare sirkelsaag en/of een of meer van die masjiene genoem in die omskrywing van "houtwerkmasjiënbediener klas I" voer;

"werk noodsaak deur 'n noodgeval" enige werk wat, weens onvoorsien omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, staking, onklaarraking van uitrusting of masjinerie of vertraging in die verskaffing van materiaal wat die nywerheid regstreeks of onregstreeks raak, sonder versuim gedoen moet word.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

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

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSTERMYN.

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

4. LONE.

(1) (a) Behoudens die bepalinge van klousule 6 en 17, mag geen lone wat laer is as dié wat in Aanhangsel C voorgeskryf word teen opsigte van enige werksaamheid wat deur sodanige werkgewer verrig word, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie en elke werkgewer moet hom verder hou aan die getalsverhouding of ander diensvoorwaardes in genoemde Aanhangsel voorgeskryf.

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

(c) Met uitsondering van die geval van 'n nagwag en 'n ander werknemer as 'n werknemer wat skofwerk verrig en van wie vereis word of wat toegelaat word om gedurende die nagure te werk, is die lone wat in Aanhangsel C, gelees met paragraaf (a) hiervan, voorgeskryf word, 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, vir 'n werkweek van 38 uur. Die werkweek mag nie vroeër as op Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die voorwaardes betreffende oortydwerk, waarvoor daar in klousule 7 van hierdie Ooreenkoms voorsiening gemaak word.

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

(2) Alle verdienste moet wekeliks in kontant betaal word en wel nie later nie as op Vrydag en gedurende die gewone werkeure van die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag van die bedryfsinrigting plaasvind. Die verdienste moet geplaas word in 'n verskeide koewert waarop die naam of nommer en loon van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek is en die netto bedrag aan verdienste wat die koewert bevat, met 'n inkooplood of met ink op die volgende manier geskryf moet word:—

Werknemer	
Loon.....	R.....
Ure gewerk (uitgesonderd oortyd).....	
Loon verskuldig.....	R.....
Aftekings:—	
Werkloosheidsversekeringsfonds.....	R.....
Siektebystandsfonds.....	R.....
Voorsorgsfonds.....	R.....
Versekerings- of pensioenfonds.....	R.....
Ledegeld vir vakvereniging..	R.....
Heffing van Raad.....	R.....
Totale aftekings*.....	R.....
Netto verdienste.....	R.....
Werkgewer.....	
Datum.....	

* Slegs die totale bedrag wat afgetrek is, hoef gemeld te word behalwe in die geval waar daar veranderinge aangebring is in die netto verdienste van 'n werknemer, wanneer die bedrae wat vir daardie week afgetrek is, breedvoerig uiteengesit moet word soos hierbo aangedui.

used to join wood by means of stapling together, but includes the sharpening of cutting blades and grinding to shape of cutters and of setting up and making safe of the machines mentioned herein;

"woodworking machine operator, class II," means an employee engaged in the setting up of and cutting, ripping or cross cutting by means of a power-driven circular saw, bandsaw, or portable circular saw of wood, plywood, wooden hoops, hardboard or any other wood composition board, and/or feeding one or more of the machines mentioned in the definition of "woodworking machine operator, class I";

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

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Republic of South Africa by all employers who are members of the employers' organisations and are engaged in the General Goods Section of the Leather Industry, and by all employees who are members of the trade unions and who are employed in that Industry and from 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 the period ending 15th April, 1967, or such period as may be determined by him.

4. WAGES AND RATES.

(1) (a) Subject to the provisions of clauses 6 and 17, no employer shall pay and no employee shall accept wages less than those prescribed in Annexure C in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in the said Annexure.

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

(c) Except in the case of a night watchman and an employee other than an employee on shift work who is required or permitted to work during the night hours, the wages prescribed in Annexure C read with paragraph (a) hereof, shall be payable for a working week of 42 hours. In the case of a night watchman, the wages shall be paid for a working week of 72 hours and in the case of an employee other than an employee on shift work, who is required or permitted to work during the night hours for a working week of 38 hours. The working week shall end not earlier than on Wednesday in a calendar week. All wages shall be subject to the conditions governing overtime provided for in clause 7 of this Agreement.

(d) If less hours than those prescribed in paragraph (c) hereof are worked, the wage of each employee may be reduced proportionately except in the case of a night watchman 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 clause, be deemed to have worked his ordinary number of hours for that day irrespective of the number of hours actually worked by him.

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

Employee	
Wage rate.....	R.....
Hours worked (excluding overtime).....	
Wages due.....	R.....
Deductions:—	
Unemployment Fund..	R.....
Sick Benefit Fund.....	R.....
Provident Fund.....	R.....
Insurance or Pension..	R.....
Trade Union Subscriptions.....	R.....
Council Levies.....	R.....
Total Deductions*.....	R.....
Net Earnings.....	R.....
Employer.....	
Date.....	

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

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

- (a) Behoudens die bepalings van klousules 4 (1) (d) 6 (4) en 8 (2), waar die werknemer van sy werk afwesig is en sodanige afwesigheid nie op versoek of op las van sy werkgever geskied nie, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;
 - (b) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, werkloosheid-, siekte-, versekerings- of pensioenfondse en vir besparingsfondse deur die Raad goedgekeur, en enige bedrag deur 'n werkgever verskuldig ten opsigte van etes, tee en/of ander verversings wat die werkgever verskaf het teen 'n koste waarmee die werknemer ingestem het.
 - (c) Heffings ingevolge klousule 11 van die Ooreenkoms.
 - (d) Enige bedrag wat 'n werkgever regtens, deur ordonnansie of regsproses namens 'n werknemer betaal het.
 - (e) Met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is.
- (4) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.
- (5) Waar die werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgever aan elke werknemer sy verdienste betaal.
- (6) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat 'n loon wat tans betaal word en wat gunstiger vir die werknemer is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, te eniger tyd verlaag word nie terwyl hy in die diens van dieselfde werkgever bly.

5. LEWENSKOSTETOELAE.

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

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

6. WERKURE.

(1) Behoudens andersluitende bepalings in hierdie Ooreenkoms, mag 'n werkgever nie 'n werknemer, uitgesonderd 'n werknemer wat as 'n nagweg werksaam is, toelaat of van hom vereis—

- (a) om vir meer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of
- (b) om vir meer as 8 uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie; met dien verstande dat in enige bedryfsinrigting waarin—
 - (i) die gewone werkure op een dag in elke week nie meer as 5 is nie, 'n werknemer toegelaat of van hom vereis mag word om vir 'n addisionele tydperk van hoogstens 'n half uur op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers gewoonlik nie meer as 5 dae in die week werk nie, 'n werknemer toegelaat of daar van hom vereis mag word om op enige werkdag 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 'n uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag moet word aaneenlopend te wees; of
- (d) om, as dit 'n vrou is,—
 - (i) tussen 6-uur nm. en 6-uur vm. te werk nie; of
 - (ii) na 1-uur 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 enigiens van die vakansiedae soos in subklousule (6) van klousule 9 bedoel werk nie of wat op sodanige vakansiedag korter as sy gemiddelde gewone werkure vir daardie dag van die week waarop sodanige vakansiedag val, werk, geag moet word sy gemiddelde gewone werkure op daardie dag te gewerk het.

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

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

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

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

- (a) Subject to the provisions of clauses 4 (1) (d), 6 (4) and 8 (2), where the employee is absent from work and such absence is not at the request or on the instructions of his employer, a *pro rata* amount for the period of such absence.
- (b) With the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council, and any amount due by an employee in respect of meals, tea and/or other refreshment supplied by an employer at a charge agreed to by the employee.
- (c) Levies in terms of clause 11 of the Agreement.
- (d) Any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee.
- (e) With the written consent of the employee, deductions for contributions to the funds of any trade union which is a party to the Council.

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

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

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

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

6. HOURS OF WORK.

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

- (a) to work for more than 42 hours, excluding meal times, in any one week; or
- (b) to work for more than eight hours, excluding meal times, on any one day; provided that in any establishment in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or
- (d) who is a female, to work—
 - (i) between six o'clock and six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in any week.

(2) For the purposes of paragraph (a) of sub-clause (1), an employee who does not work on any holiday referred to in sub-clause (6) of clause 9 or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

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

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

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

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

In die geval van 'n werknemer wat sy werk staak weens 'n onklaarraking, is hy geregtig op betaling vir die eerste uur en vir enige tyd langer as een uur wat daar van hom vereis word om in die bedryfsinrigting te bly.

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

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

(a) Op elke dag, 'n tydperk van minstens tien minute in die voormiddag tussen die ure 10 vm. en 11 vm. mits daar een uur gewerk is.

(b) Van Maandag tot Vrydag, 'n tydperk van minstens tien minute elke namiddag tussen die ure 3.30 nm. to 4.30 nm. mits daar vir een uur gewerk is.

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

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

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

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

(c) Tyd gewerk deur 'n werknemer wat skofwerk verrig buite die gewone skofure soos aan die Raad bekendgemaak, is onderworpe aan die bepalings van klousule 7 (3).

(d) Wanneer daar volgens 'n drieskofstelsel gewerk word, is die bepalings van klousule 7 (3) van toepassing op alle ure langer as 7½ uur.

(e) Die bepalings van klousule 7 (4) is nie van toepassing nie in die geval van 'n werknemer wat skofwerk verrig wat tot op 'n Saterdag voortduur nadat dit op 'n Vrydag begin is.

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

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

(10) Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, sluit die werkure van 'n motorvoertuigbestuurder alle tydperke in wat daar bestuurd word en alle tyd wat bestee word aan ander werk in verband met die voertuig of die vraag en alle tydperke waarin 'n werknemer verplig is om op sy pos gereed te bly om te werk, maar nie ook etenstye nie.

7. OORTYDWERK.

(1) Ondanks die bepalings van paragraaf (a) en (b) van subklousule (1) van klousule 6 en behoudens die bepalings van hierdie klousule, mag 'n werkgewer 'n werknemer toelaat of van hom vereis om oortyd vir 'n totale tydperk van hoogstens die volgende in 'n bepaalde week te werk:—

(a) Tien uur; of

(b) 'n getal ure (wat meer as tien mag wees) wat die Raad vasgestel het by skriftelike kennisgewing aan die werkgewer en 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 van krag is, gemeld word;

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

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

(b) op meer as drie agtereenvolgende dae oortyd te werk nie;

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

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

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

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

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

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 in (a) and (b) of this sub-clause, the operation of all machinery in the establishment shall cease, and no employee shall be required to work.

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

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

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

(c) Time worked by an employee on shift work outside of the ordinary shift hours as notified to the Council shall be subject to the provisions of clause 7 (3).

(d) When a three-shift system is worked the provisions of clause 7 (3) shall apply to all hours worked in excess of 7½ hours working time.

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

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

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

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

7. OVERTIME.

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

(a) ten hours; or

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

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

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

(b) on more than three consecutive days;

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

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

(i) 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) Daar mag van geen werknemer vereis word om oortyd te werk nie tensy die werkgever sodanige werknemer die dag voordat sodanige oortydwerk verrig moet word, daarvan in kennis gestel het.

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

(a) Indien hy op enige dag van Maandag tot en met Vrydag aldus gewerk het, sy uurloon plus drie-en-dertig en een-derde persent;

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

(4) Wanneer dit vir 'n bedryfsinrigting gebruiklik is om sy gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n nagwag, van wie vereis word om op 'n Saterdagoggend te werk, vir elke uur of deel van 'n uur aldus gewerk, een en een-derde maal sy uurloon betaal word afgesien van die getal ure wat hy werklik tussen Maandag en Vrydag gewerk het.

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

(a) of sodanige werknemer soos volg betaal:—

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

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

(b) of die werknemer besoldiging betaal teen minstens een en een-derde maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone besoldiging 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 dié ooreenkomstig die tyd werklik deur hom gewerk, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet dit op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werk-
gewer, naamlik die tydperk wat die kortste is, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

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

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

8. KORTTYD.

(1) 'n Werkgever wat voornemens is om korttyd te laat werk, moet sy werknemers individueel in kennis stel of skriftelik in kennis stel deur 'n kennisgewing in die departement of departemente waarin hulle werkzaam is, op te plak en wel voor of op die dag voor die dag waarop sodanige korttyd gewerk moet word.

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

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

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

9. VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werkgever moet nie vroeër nie as die 10de dag en nie later nie as die 24ste dag van Desember elke jaar aan elke werknemer in sy diens afwesigheidsverlof vir minstens twee agtereenvolgende weke en twee dae verleen en aan sodanige werknemer voor of op die laaste werkdag voor die begin van sodanige verlof 'n bedrag as verloftoelae betaal wat gelyk is aan een-twaalfde van die loon wat hy in twee weke en twee dae sou verdien het, vir elke maand diens by die werkgever; met dien verstande dat—

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

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

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

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

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

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

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

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

8. 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-clause (1) of clause 4, deduct a pro rata amount from the ordinary weekly remuneration of the employee concerned.

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

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

9. HOLIDAYS AND ANNUAL LEAVE.

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

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

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

OPMERKING.—Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klousule betaalbaar is, is die besoldiging vir "twee dae" twee vyftes van die weekloon.

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

(3) Vir die berekening van die verloftoelae wat betaalbaar is ingevolge subklousule (1) en (2), word diens vir 'n half maand of langer gereken diens vir 'n volle maand te wees en beteken "halfmaand" enige tydperk van vyftien agtereenvolgende kalenderdae (afgesien daarvan of dit werkdae is of nie); met dien verstande dat, as 'n werknemer te eniger tyd gedurende die maand waarin die fabriek vir verlofdoeleindes sluit, kennisgegee word, hy die volle vakansiebesoldiging bereken ooreenkomstig die bepalings van subklousule (1), vir daardie maand moet ontvang; en voorts met dien verstande dat, as 'n werknemer kennis gee in sodanige kennisgewing eindig op die sluitingsdag van die fabriek gedurende genoemde maand, hy daarop geregtig is om een twaalfde van die vakansiebesoldiging vir die maand te ontvang.

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

Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, word sy besoldiging vir die berekening van die verloftoelae wat ingevolge subklousules (1), (2) en (3) betaalbaar is, bereken asof hy per uur betaal word en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die tydperk van agt weke onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel 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 vir die betaling van die verloftoelae wat ten opsigte van die jaarlikse verloftydperk soos in subklousule (1) hiervan bedoel, verskuldig is, die voornoemde tydperk van agt weke of die totale tydperk van sy diens, naamlik die kortste tydperk, geag mag word te verstrek het op 'n datum hoogstens vier (4) weke voor die datum met ingang waarvan die werknemer se verlof verleen word.

(5) Enige tydperk waarin 'n werknemer—

(a) met verlof is ooreenkomstig die bepalings van subklousule (1); of

(b) militêre opleiding ondergaan; of

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

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

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

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

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

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

(b) if any public holiday referred to in sub-clause (6) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of sub-clauses (1) and (2) and "half a month" shall mean any period of fifteen consecutive calendar days (irrespective of working days); provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes he shall receive the full holiday pay calculated in terms of sub-clause (1) for that month, and provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month, he shall be entitled to receive the one-twelfth holiday pay for the month.

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

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

(5) Any period during which an employee—

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

(b) undergoes military training; or

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

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

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

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

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

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

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

(e) 'n Werkgewer moet, alvorens hy die vakansie verleen soos in subklousule (1) bedoel—

- (i) sy werknemers minstens dertig dae vooraf kennis gee van die laaste datum waarop die verlof verleen sal word en van die vroegste datum waarop daar van hulle vereis sal word om weer te begin werk; en
- (ii) voordat die fabriek sluit sy werknemer in kennis stel van die werklike datum waarop daar van hulle vereis sal word om weer te begin werk.

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

10. WERKPLEK EN BUITEWERK.

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

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

(3) (a) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om buitewerk te verrig 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 Ooreenkomings van krag word, geag word vrygestel te wees van hierdie bepaling en dat 'n vrystellingsertifikaat aan hulle uitgereik moet word.

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

(c) Ingeval die Uitvoerende Komitee nie daarvan oortuig is dat werk wat deur 'n werkgewer uitbestee is, die belange van ander werkgewers of die werknemers in die Nywerheid benadeel nie, mag hy sodanige werkgewer aansoek om of registreer of aan 'n agent van die Raad dié inligting te verstrek wat die Uitvoerende Komitee in verband met die verrigting van buitewerk mag vereis.

(d) Die Uitvoerende Komitee mag, sonder verdere kennisgewing, die lisensie intrek wat uitgereik is aan 'n werkgewer wat versuim om die inligting soos in subklousule (3) bedoel, te verstrek binne veertien dae nadat hy daarom versoek is of binne dié verlengde tydperk wat die Uitvoerende Komitee mag bepaal.

11. FONDSE VAN DIE RAAD.

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

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

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

12. DIENSBEEÏNDIGING.

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

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

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

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

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

(6) 'n Werknemer wie se dienste nie na die verstryking van die verloftydperk soos in subklousule (1) van klousule 9 van hierdie Ooreenkomings voorgeskryf, nodig sal wees nie, moet minstens een week voordat sodanige verloftydperk begin, van sodanige feit in kennis gestel word, en by gebreke daarvan is hy geregtig op betaling, in plaas van kennisgewing, van 'n bedrag gelyk aan die gewone weeklikse besoldiging wat hy op die aanvangsdatum van sodanige tydperk ontvang het.

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

(e) An employer shall, prior to granting the holiday period referred to in sub-clause (1)—

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

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

10. PLACE OF EMPLOYMENT AND OUTWORK.

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

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

(3) (a) No employer shall require or permit outwork to be performed except under a licence issued by the Executive Committee; provided that all employers in the Industry as at the date of coming into 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 clause 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-clause (3) within 14 days of being requested to do so, or within such extended period as the Executive Committee may determine.

11. COUNCIL FUNDS.

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

- (a) 1c from the earnings of each of his employees for whom minimum rates of less than R7.80 per week are prescribed;
- (b) 2c from the earnings of each of his employees for whom minimum rates of R7.80 or over but less than R15.60 per week are prescribed;
- (c) 3c from the earnings of each of his employees for whom minimum rates of R15.60 per week or over are prescribed.

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

12. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee who desires to terminate the contract of employment shall give not less than one week's notice in writing, of his intention to terminate the contract, provided that in the case of a new employee, the contract of employment may be terminated without notice at the end of the fifth working day of such an employee by either the employer or employee.

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

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

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

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

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

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

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

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

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

(10) Wanneer 'n ander openbare vakansiedag as een van die vakansiedae genoem in subklousule (6) van klousule 9 van hierdie Ooreenkoms, op 'n werkdag val wat binne die termyn van 'n kennisgewing is wat ooreenkomstig die bepalings van hierdie klousule geskied het en die departement van die bedryfsinrigting waarin die betrokke werknemer werksaam is, op daardie dag gesluit is, is die werknemer nogtans geregtig op betaling ten opsigte van sodanige openbare vakansiedag van 'n bedrag gelyk aan een vyfde van sy gewone weekloon.

(11) Die kennisgewingstermyn soos in subklousule (1) van hierdie klousule voorgeskryf, mag nie saam val nie met, en 'n werkgewer mag ook nie sodanige kennisgewing gee nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof ooreenkomstig klousule 9 van hierdie Ooreenkoms of gedurende enige tydperk van militêre opleiding.

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

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

13. VERSEKERING VAN LONE INGEVAL VAN BRAND.

Elke werkgewer moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy in stand hou wat voorsiening maak vir die betaling van een week se loon aan alle werknemers van die werkgewer wat weens brand sonder werk is; met dien verstande dat, indien die werk vir 'n tydperk van minder as een week stopgesit word, 'n pro rata bedrag betaal mag word. Indien dit nie vir die werkgewer moontlik is om so 'n versekeringspolis te verkry nie, moet hy, as hy dit nie alreeds gedoen het nie, binne twee maande vanaf die datum waarop hierdie Ooreenkoms in werking tree of binne twee maande nadat hy tot die Nywerheid toegetree het, naamlik die jongste datum, by die Raad 'n bedrag deponeer wat gelyk is aan die lone van alle werknemers in die bedryfsinrigting vir een week, en die Raad moet sodanige bedrag bewaar in 'n spesiale trustbeleggingsrekening totdat dit vir so 'n uitbetaling aan die werknemers nodig is; met dien verstande dat, indien sodanige bedrag nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgewer bly.

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

14. DIENSSERTIFIKATE.

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

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

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

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

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

'n Werkgewer mag 'n getekende verklaring van die werknemer se ouer of voog as "bewys van ouderdom" aanvaar vir 'n tydperk van drie maande vanaf die datum waarop hy in diens geneem

(8) The provisions of sub-clauses (1) to (7) of this clause shall not affect—

- (a) the right of an employer or his employee to terminate the contract of service without notice for any cause recognised by Law as sufficient;
- (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for a period longer than that prescribed in this clause.

(9) Where an employee has been on short time amounting to less than 42 hours work during a period of four consecutive weeks his contract of employment shall at the expiration of that period be regarded as automatically terminated and the employee shall be entitled to payment of an amount equal to his ordinary weekly remuneration in addition to any payment in terms of this Agreement for the work he has performed. Any period during which an establishment is closed which immediately follows or precedes the annual leave period provided for in sub-clause (1) of clause 9 shall be regarded as short time.

(10) Whenever a public holiday other than one of the holidays mentioned in sub-clause (6) of clause 9 of this Agreement falls on a working day which is within any period of notice given in terms of this clause and the department of the establishment in which the employee concerned is employed is closed on such day, the employee shall nevertheless be entitled to be paid in respect of such public holiday an amount equal to one-fifth of his ordinary weekly remuneration.

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

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

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

13. 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.

14. SERVICE CERTIFICATES.

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

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

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

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

(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,

word, en die werknemer moet gedurende hierdie tydperk 'n geboortesertifikaat indien. Indien die werknemer na verloop van sodanige tydperk van drie maande nie daartoe in staat is om so 'n sertifikaat te verstrek nie, moet die werkgewer by die distrikskomitee of, waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek doen om vrystelling van hierdie subklousule.

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

In die geval van Naturelle mag 'n sertifikaat wat deur die Bantoesakekommissaris onderteken is, aangeneem word in die plek van 'n sertifikaat van die ouer of voog. Wanneer die sekretaris van die distrikskomitee of die Sekretaris van die Raad deur 'n applikant genader word, moet hy die besonderhede van die applikant se ouderdom en ondervinding vasstel en verifieer en daarna 'n sertifikaat uitreik.

15. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

16. ADMINISTRASIE VAN OOREENKOMS.

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

17. VRYSTELLINGS.

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

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is; met dien verstande dat die Raad of die Uitvoerende Komitee 'n vrystellingsertifikaat na een week skriftelike kennisgewing aan die betrokke persoon, mag intrek indien hy dit dienstig ag; met dien verstande dat, waar dit onmoontlik is om die goedkeuring van die Raad of die Uitvoerende Komitee vooraf te verkry, 'n werknemer wat ouer as 21 jaar is en ten opsigte van wie daar aansoek gedoen is om vrystelling ten einde dit moontlik te maak om hom minder te betaal as die voorgeskryde loon, minstens die loon voorgeskryf deur die distrikskomitee betaal moet word vanaf die datum waarop hy met die werk begin; en voorts met dien verstande dat, ingeval die Raad of die Uitvoerende Komitee 'n hoër loon voorskryf as dié vasgestel deur die distrikskomitee, sodanige hoër loon van toepassing is vanaf die datum waarop die Raad of die Uitvoerende Komitee sy beslissing gegee het.

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

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

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

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

- alle sertifikate wat uitgereik word, agtereenvolgens nummer;
- 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
- waar vrystelling aan 'n werknemer verleen word 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Geen vrystelling van die bepalings van paragraaf (d) van subklousule (1) van klousule 6 van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handewerk verrig, verleen word nie behalwe met die doel om werk te verrig—

- wat deur 'n noodgeval noodsaaklik gemaak is; of
- wat nodig is ten einde die verlies te voorkom van grondstowwe wat in die proses van verwerking is en wat gou kan bederf.

18. PERSONE ONDER DIE LEEFTYD VAN VYFTIEN JAAR.

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

19. AGENTE.

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

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-clause.

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

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

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

15. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

16. ADMINISTRATION OF AGREEMENT.

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

17. EXEMPTIONS.

(1) The Council or Executive 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—

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

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

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

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

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

18. 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.

19. AGENTS.

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such 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.

20. INDIENSNEEMING VAN LEDE VAN VAKVERENIGING.

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

(2) Die lede van die vakvereniging in elke bedryfsinrigting het die reg om een of meer vakverenigingopsigters en/of 'n vakverenigingskomitee uit hul geledere aan te stel ooreenkomstig die bepalings vir die aanstelling van vakverenigingopsigters en vakverenigingskomitees soos vervat in die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet aan sodanige vakverenigingopsigters en vakverenigingskomitees volle erkenning verleen en redelike fasiliteite gee vir vergaderings daarvan en oorlegplegings daarmee oor sake betreffende geskille en die diensvoorwaardes van die werknemers oor die algemeen.

(3) Wanneer 'n werknemer 'n werkgewer skriftelik daartoe versoek, moet die werkgewer van die loon van sodanige werknemer die bedrag van die werknemer se ledegeld vir die vakvereniging aftrek en dit oorhandig aan die ampsdraer wat deur die vakvereniging aangewys is om dit te ontvang.

21. LISENSIERING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE.

(1) Die werkgewer moet op dié vorms wat die Raad mag voorskryf, aansoek doen om toestemming om 'n leerling in diens te neem vir onderstaande werksaamhede:—

- (a) Reisbenodigdhede—hoekstikwerk, snywerk (klas I), krag snywerk, draaisnywerk en houtmasjienwerk (klas I).
- (b) Saaltuigdepartement—saalmakery.

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

(3) Die Raad of die Uitvoerende Komitee mag, as hy dit dienstig ag, nadat hy een week vooraf skriftelik aan die werkgewer en die werknemer kennis gegee het, enige lisensie wat kragtens hierdie klousule uitgereik is, intrek afgesien daarvan of die geldigheidstermyn verstryk het of nie.

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

(5) By die vasstelling van die minimumloon wat betaalbaar is aan 'n leerling wat kragtens hierdie klousule in diens geneem word, moet die lengte van al sy diens in die Nywerheid in aanmerking geneem word.

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

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

(8) Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, moet 'n leerling wat, hetsy voor of gedurende die geldigheidstermyn van hierdie Ooreenkoms, teen 'n hoër loon in diens geneem is as dié wat vir iemand van sy ondervinding voorgeskryf is, die verhogings betaal word asof hy vanweë sy ondervinding daarop geregtig is om betaling van die loon te ontvang waarteen hy in diens geneem is.

(9) Die Sekretaris van die Raad moet 'n register hou van alle lisensies wat kragtens hierdie klousule uitgereik word en die sekretaris van distrikskomitees moet elkeen daarbenewens 'n register hou van alle lisensies wat in hul betrokke gebiede uitgereik word en daarby moet die agente van die Raad minstens een maal elke ses maande 'n verslag oor die vordering van gelisensieerde leerlinge in hul betrokke gebiede aan die betrokke distrikskomitee voorleë. Waar 'n distrikskomitee daarvan oortuig is dat 'n leerling nie behoorlike opleiding ontvang nie, mag hy by die Uitvoerende Komitee aanbeveel dat sodanige leerling se lisensie ingetrek word.

22. VERBOD OP INDIENSNEEMING.

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

23. LOONAANSPORINGSKEMA.

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om volgens 'n loonaansporingskema of stukwerkskema te werk, deel daaraan te neem of deel daarin te hê nie tensy sodanige werkgewer kragtens 'n vrystellingsertifikaat behoorlik daartoe gemagtig is. Sodanige vrystellingsertifikaat mag deur die Raad of deur die Uitvoerende Komitee van die Raad uitgereik word op dié voorwaardes wat die Raad van tyd tot tyd mag voorskryf.

(2) Daar moet in die eerste plek by die distrikskomitee in wie se gebied die bedryfsinrigting van die werkgewer geleë is, aansoek gedoen word om sodanige vrystelling, en die distrikskomitee moet dan in verband met so 'n aansoek 'n aanbeveling by die Uitvoerende Komitee doen. Elke aansoek moet, benewens alle ander besonderhede wat die werkgewer wil voorleë, die naam van die firma, die getal werknemers, die betrokke departement en die betrokke werksaamhede en 'n kort uiteensetting van die voorgestelde skema meld.

20. EMPLOYMENT OF MEMBERS OF TRADE UNION.

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

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

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

21. LICENSING OF LEARNERS ON CERTAIN OPERATIONS.

(1) Application for permission to employ a learner upon the following operations shall be made by the employer to the Council on such form as may be prescribed by the Council:—

- (a) Travelling requisites—corner stitching, cutting (class I), power guillotining, rotary cutting and wood machining (class I);
- (b) Saddlery department—saddle making;

(2) Each licence referred to in sub-clause (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 clause whether or not the period of validity has expired.

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

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

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

(7) On 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.

(8) Notwithstanding anything to the contrary contained in this Agreement, a learner who, whether before or during the currency of this Agreement was engaged at a higher rate than that prescribed for one of his experience shall be paid increments as though he had been by experience entitled to be paid at the rate at which he was engaged.

(9) The Secretary of the Council shall maintain a register of all licences issued in terms of this clause and the secretaries of each district committee shall in addition maintain a register of all licences issued in their respective areas, and in addition the agents of the Council shall submit to the district committee concerned a report on the progress of licensed learners in their respective areas at least once in every six months. Where a district committee is satisfied that a learner is not receiving proper training, it may recommend to the Executive cancellation of such learner's licence.

22. PROHIBITED EMPLOYMENT.

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any 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.

23. 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.

24. DIFFERENSIËLE WERK.

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

25. GEREEDSKAP.

Die werkgever moet alle gereedskap gratis verskaf.

26. GETALSVIRHOUDING.

Die getalsverhoudings soos in Aanhangsel C van hierdie Ooreenkoms bepaal, moet deur alle werkgevers en werknemers in die Nywerheid nagekom word; met dien verstande dat 'n werkgever nie by die bepaling van die getalsverhouding van werknemers in ag geneem mag word nie.

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

M. PORTER,
Lid van die Raad.
F. J. J. JORDAAN,
Lid van die Raad.
A. S. YOUNG,
Algemene Sekretaris van die Raad.

24. DIFFERENTIAL WORKING.

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

25. TOOLS.

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

26. RATIO.

The ratio provisions contained in Annexure C to this Agreement shall be observed by all employers and employees in the Industry, provided that an employer shall not be taken into consideration for the purposes of determining the ratio of employees.

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

M. PORTER,
Member of the Council.
F. J. J. JORDAAN,
Member of the Council.
A. S. YOUNG,
General Secretary of the Council.

AANHANGSEL A.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

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

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

ONDERVINDING.

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

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

ANNEXURE A.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

Surname _____
Address _____
Provident Fund No. _____
Date of Birth _____
Sex _____
Race _____
Signature of Employee _____

Christian Names _____
New Address _____
New Address _____
New Address _____
New Address _____

EXPERIENCE.

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

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

AANHANGSEL B.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

No. van sertifikaat

Afdeling van die nywerheid

Naam en adres van werkgewer

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

1. Familiernaam (of Naturellenaam)
2. Fondsnummer
3. Voornaam
4. Belastingnommer (N)
5. Adres
6. Geboortedatum
7. Geslag
8. Ras
9. Werksaamhede
10. Loon betaal op datum van vertrek
11. Loongroep (a) S.F. (b) P.F.
12. Datum van diensaanvaarding
13. Datum van vertrek
14. Of hy uit eie beweging vertrek het (Ja/Nee)
15. Datum van laaste verhoging kragtens Ooreenkoms
16. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in) was
17. Siektefonds:—
18. (a) Getal bydraes tot op datum
19. (b) Voordele opgeloopt tot op datum

Uitgereik te

op hede die

dag van

19

Handtekening van werkgewer/
sekretaris.

AANHANGSEL C.

(1) LONE.

Per week.
R

A.—Onderstaande lone moet betaal word aan werknemers werksaam in die Afdeling Algemene Goedere van die Nywerheid:—

- | | |
|---|-------|
| (i) Ketelbediener | 9.50 |
| (ii) Bestuurder van 'n motorvoertuig gelisensieer om 'n vrag te dra of te trek van— | |
| (a) minder as 3 ton | 14.00 |
| (b) 3 ton | 15.00 |
| (c) meer as 3 ton maar hoogstens 5 ton | 16.00 |
| (d) meer as 5 ton | 19.25 |
| (iii) Algemene arbeider | 8.50 |
| (iv) Werknemer, graad F | 9.00 |
| (v) Nagwag | 11.00 |
| (vi) Voorraadman en/of pakhuisman, versendingskierk | 15.00 |

B.—Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat reisbenodigdhede vervaardig:—

- | | |
|---|-------|
| (i) Voorman | 28.00 |
| (ii) Kragvalmesbediener | 26.00 |
| (iii) Draaisnymasjiëbediener | 26.00 |
| (iv) Houtwerkmasjiëbediener, klas I | 26.00 |
| (v) Snyer, klas I | 24.50 |
| (vi) Hoekstikmasjiëbediener | 22.50 |
| (vii) Werknemer, graad A | 19.25 |
| (viii) Werknemer, graad B | 16.50 |
| (ix) Werknemer, graad C | 15.00 |
| (x) Werknemer, graad D | 14.00 |
| (xi) Werknemer, graad E | 10.00 |

C.—Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat saaltuig vervaardig:—

- | | |
|----------------------------------|-------|
| (i) Voorman | 28.00 |
| (ii) Snyer, klas I | 22.00 |
| (iii) Saalmaker, klas I | 22.00 |
| (iv) Snyer, klas II | 20.00 |
| (v) Saalmaker, klas II | 20.00 |
| (vi) Perssnyer | 19.25 |
| (vii) Paneelvuller | 15.00 |
| (viii) Handstikker | 15.00 |
| (ix) Riemsnymasjiëbediener | 14.00 |
| (x) Masjiëwerker | 14.00 |
| (xi) Splitser | 14.00 |
| (xii) Plooiemaker | 11.50 |
| (xiii) Beitswerker | 11.50 |

D.—Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat tuie, ens., vervaardig:—

- | | |
|---|-------|
| (i) Voorman | 26.00 |
| (ii) Handsnyer | 20.00 |
| (iii) Perssnyer | 19.25 |
| (iv) Voorbereider en afwerker | 17.50 |
| (v) Masjiëwerker | 16.50 |
| (vi) Handstikker | 15.00 |
| (vii) Riemsnymasjiëbediener | 14.00 |
| (viii) Werknemers wat beits- en/of plooi- en/of pons- en/of fatsoeneer en/of tip- en/of reliëf- en/of opvryfwerk verrig | 11.50 |

ANNEXURE B.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

No. of Certificate

Section of the Industry

Name and Address of Employer

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

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

Issued at

this

day of

19

Signature of Employer/Secretary.

ANNEXURE C.

(1) WAGE RATES.

Per Week.
R

A.—The following wage rates shall be paid to employees engaged in the General Goods Section of the Industry:

- | | |
|---|-------|
| (i) Boiler Attendant | 9.50 |
| (ii) Driver of a motor vehicle authorised to carry or haul a pay load of— | |
| (a) under 3 tons | 14.00 |
| (b) 3 tons | 15.00 |
| (c) over 3 tons but not exceeding 5 tons | 16.00 |
| (d) over 5 tons | 19.25 |
| (iii) General labourer | 8.50 |
| (iv) Grade F employee | 9.00 |
| (v) Night Watchman | 11.00 |
| (vi) Storeman and/or warehouseman, despatch clerk | 15.00 |

B.—The following wage rates shall be paid to qualified employees engaged in the manufacture of travelling requisites:—

- | | |
|--|-------|
| (i) Foreman | 28.00 |
| (ii) Power guillotine operator | 26.00 |
| (iii) Rotary cutting machine operator | 26.00 |
| (iv) Woodworking machine operator, class I | 26.00 |
| (v) Cutter, class I | 24.50 |
| (vi) Corner stitching machine operator | 22.50 |
| (vii) Grade A employee | 19.25 |
| (viii) Grade B employee | 16.50 |
| (ix) Grade C employee | 15.00 |
| (x) Grade D employee | 14.00 |
| (xi) Grade E employee | 10.00 |

C.—The following wage rates shall be paid to qualified employees engaged in the manufacture of saddlery:—

- | | |
|---|-------|
| (i) Foreman | 28.00 |
| (ii) Cutter, class I | 22.00 |
| (iii) Saddler, class I | 22.00 |
| (iv) Cutter, class II | 20.00 |
| (v) Saddler, class II | 20.00 |
| (vi) Press cutter | 19.25 |
| (vii) Panel filler | 15.00 |
| (viii) Hand stitcher | 15.00 |
| (ix) Strap cutting machine operator | 14.00 |
| (x) Machinist | 14.00 |
| (xi) Skiver | 14.00 |
| (xii) Creaser | 11.50 |
| (xiii) Stainer | 11.50 |

D.—The following wage rates shall be paid to qualified employees engaged in the manufacture of harness, etc.:—

- | | |
|---|-------|
| (i) Foreman | 26.00 |
| (ii) Hand cutter | 20.00 |
| (iii) Press cutter | 19.25 |
| (iv) Preparer and finisher | 17.50 |
| (v) Machinist | 16.50 |
| (vi) Hand stitcher | 15.00 |
| (vii) Strap cutting machine operator | 14.00 |
| (viii) Employees engaged on staining and/or creasing and/or punching and/or shaping and/or tipping and/or embossing and/or rubbing up | 11.50 |

	Per week. R
E.—Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat kruisbande, ens., vervaardig:—	
(i) Voorman.....	26.00
(ii) Perssnyer.....	19.25
(iii) Handsnyer.....	15.00
(iv) Masjienwerker.....	14.00
(v) Klinknaelwerker.....	14.00
(vi) Splitser.....	14.00
(vii) Werknemers wat plooi- en/of ogies- en/of afwerkingswerk verrig.....	11.00

F.—Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat persoonlike goedere vervaardig:—	
(i) Voorman.....	26.00
(ii) Handsnyer.....	19.25
(iii) Perssnyer.....	19.25
(iv) Handstikker.....	15.00
(v) Masjienwerker.....	14.00
(vi) Riemsnymasjienbediener.....	14.00
(vii) Klinknaelwerker.....	14.00
(viii) Splitser.....	14.00
(ix) Leerfatsoeneerder.....	14.00
(x) Werknemers wat ogies- en/of plooiwerk verrig en/of toebehorens en/of slotte en/of versierings aanbring en/of pons- en/of afwerkings- en/of beits- en/of reliëf- en/of raamwerk vir beursies verrig en/of voerings insit en/of metaalstywers insit en/of randafwerking verrig en/of veters of rieme insit en/of punt- of tipwerk verrig en/of of perforeer en/of kramwerk verrig en/of omdopwerkverrig.....	11.00
(xi) Hoëfrekwensieswerk.....	10.00

G.—Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat Naturellekoffers in die Provinsie Transvaal vervaardig; met dien verstande dat sodanige lone betaalbaar is slegs in gevalle waar die betrokke werkgewer tot tevredenheid van die Raad bewys het dat die artikel wat vervaardig word 'n Naturellekoffer is en 'n sertifikaat met hierdie strekking van die Raad hou. In alle ander gevalle is die lone wat in paragraaf B van hierdie klousule gespesifiseer word, van toepassing. Die sertifikaat hierbo bedoel, mag te eniger tyd deur die Raad ingetrek word deur een week vooraf kennis aan die betrokke werkgewer te gee.

(a) Gekwalifiseerde werknemers wat werksaam is as—	
(i) Saers.....	15.25
(ii) Monteurs.....	13.75
(iii) Snyers.....	12.25
(iv) Inmekaarsitters (in die bedryf bekend as „carpenters”) en plakkers.....	10.00
(b) (i) Voorman.....	28.00
(ii) Klinknael- en/of spykermasjienwerkers.....	19.25
(iii) Fatsoeneerwerkers, houtlasmasjienwerkers, skuurmasjienwerkers, spuit- of vlamskilderwerkers.....	15.00

H.—Onderstaande lone moet betaal word aan ongekwalifiseerde werknemers uitgesonderd voormanne en daardie werknemers wat in paragraaf A van hierdie klousule genoem word:—	
Gedurende die eerste ses maande ondervinding....	6.00
Gedurende die tweede ses maande ondervinding....	7.00
Gedurende die derde ses maande ondervinding....	8.50
Gedurende die vierde ses maande ondervinding....	10.00
Gedurende die vyfde ses maande ondervinding....	12.50
Gedurende die sesde ses maande ondervinding....	15.00
met dien verstande dat 'n volwasse manlike werknemer wat minder as twaalf maande ondervinding het nogtans geag moet word twaalf maande ondervinding te hê.	

(2) GETALSVARHOUDING VAN WERKNEMERS.

1. Reisbenodigdhede:—

- Minstens een voorman moet in elke bedryfsinrigting werksaam wees.
- Minstens een houtwerkmasjienbediener (klas I) moet in 'n bedryfsinrigting werksaam wees voordat 'n houtwerkmasjienbediener (klas II) in diens geneem word.
- In elkeen van die loongroepe genoem in subparagraaf (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) en (x) van paragraaf B, mag daar nie meer as een ongekwalifiseerde werknemer vir elke gekwalifiseerde werknemer in daardie kategorie in diens geneem word nie; met dien verstande dat vir elke gekwalifiseerde vroulike werknemer wat diens doen in die loongroep genoem in subparagraaf (x) van paragraaf B, nie meer as twee ongekwalifiseerde vroulike werknemers in daardie groep in diens geneem mag word nie.

2. Saaltuig:—

- Minstens een voorman moet in elke bedryfsinrigting werksaam wees.
- In elkeen van die loongroepe genoem in subparagraaf (ii), (iii), (iv), (v), (vi) en (vii) van paragraaf C, mag daar nie meer as een ongekwalifiseerde werknemer vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word.

	Per Week. R
E.—The following wage rates shall be paid to qualified employees engaged in the manufacture of braces, etc.:—	
(i) Foreman.....	26.00
(ii) Press cutter.....	19.25
(iii) Hand cutter.....	15.00
(iv) Machinist.....	14.00
(v) Riveter.....	14.00
(vi) Skiver.....	14.00
(vii) Employees engaged on creasing and/or eyeletting and/or finishing.....	11.00

F.—The following wage rates shall be paid to qualified employees engaged in the manufacture of personal goods:—	
(i) Foreman.....	26.00
(ii) Hand cutter.....	19.25
(iii) Press cutter.....	19.25
(iv) Hand stitcher.....	15.00
(v) Machinist.....	14.00
(vi) Strap cutting machine operator.....	14.00
(vii) Riveter.....	14.00
(viii) Skiver.....	14.00
(ix) Leather moulder.....	14.00
(x) Employees engaged on eyeletting and/or creasing and/or attaching of fittings and/or locks and/or ornaments, and/or punching and/or finishing and/or staining and/or embossing and/or framing of purses and/or inserting linings and/or inserting metal stiffeners and/or edge tooling and/or lacing or thonging and/or pointing or tipping and/or perforating and/or stapling and/or turning inside out.....	11.00
(xi) High frequency welding.....	10.00

G.—The following wage rates shall be paid to qualified employees engaged in the manufacture of Native trunks in the Province of the Transvaal, provided that such wages shall be payable only in cases where the employer concerned has proved to the satisfaction of the Council that the article produced is a Native trunk and holds a certificate from the Council to that effect. In all other cases, the wages specified in paragraph B of this clause shall apply.

The certificate referred to above may be withdrawn at any time by the Council giving one week's notice to the employer concerned.

(a) Qualified employees employed as—

(i) Sawyers.....	15.25
(ii) Fitters.....	13.75
(iii) Cutters.....	12.25
(iv) Assemblers (known in the trade as „carpenters”) and pasters.....	10.00
(b) (i) Foreman.....	28.00
(ii) Riveting and/or nailing by machine.....	19.25
(iii) Machine moulding, wood joining by machine, sandpapering, spraying or graining.....	15.00

H.—The following wage rates shall be paid to unqualified employees other than foremen and other than those referred to in paragraph A of this clause:—

During the first six months of experience.....	6.00
During the second six months of experience.....	7.00
During the third six months of experience.....	8.50
During the fourth six months of experience.....	10.00
During the fifth six months of experience.....	12.50
During the sixth six months of experience.....	15.00

Provided that an adult male employee who has had less than twelve months' experience shall nevertheless be deemed to have had twelve months' experience.

(2) PROPORTION AND RATIO OF EMPLOYEES.

1. Travelling Requisites:—

- Not less than one foreman shall be employed in each establishment.
- Not less than one woodworking machine operator (class I) shall be employed in any establishment before a woodworking machine operator (class II) is employed.
- In each of the wage categories listed in sub-paragraphs (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x) of paragraph B, not more than one unqualified employee may be employed for every qualified employee employed in that category provided that for every qualified female employee employed in the wage category listed in sub-paragraph (x) of paragraph B not more than two unqualified female employees may be employed in that category.

2. Saddlery:—

- Not less than one foreman shall be employed in each establishment.
- In each of the wage categories listed in sub-paragraphs (ii), (iii), (iv), (v), (vi) and (vii) of paragraph C, not more than one unqualified employee may be employed for every qualified employee employed in that category.

(iii) In elkeen van die loongroepe genoem in subparagraaf (viii), (ix), (x), (xi), (xii), (iii) van paragraaf C, mag nie meer as twee ongekwalifiseerde werknemers vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word nie.

3. *Tjue*:—

(i) Daar moet minstens een voorman in elke bedryfsinrigting werksaam wees.

(ii) Vir elke werknemer wat 'n loon van minstens R14.00 per week ontvang mag daar nie meer as een werknemer teen 'n loon van minder as R14.00 per week in diens geneem word nie; met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word nie wanneer die getal van sodanige werknemers wat in diens geneem mag word, vasgestel word.

4. *Kruisbande*:—

(i) Vir elke werknemer wat 'n loon van minstens R11.00 per week ontvang mag daar nie meer as een werknemer teen 'n loon van minder as R11.00 per week in diens geneem word nie; met dien verstande dat algemene arbeiders nie in aanmerking geneem word nie wanneer die getal van sodanige werknemers wat in diens geneem mag word, vasgestel word.

5. *Persoonlike goedere*:—

(i) Vir elke werknemer wat 'n loon van minstens R11.00 per week ontvang, mag daar nie meer as een werknemer wat minder as R11.00 per week in diens geneem word nie; met dien verstande dat algemene arbeiders nie in aanmerking geneem word nie wanneer die getal van sodanige werknemers wat in diens geneem mag word, vasgestel word.

6. *Naturelle koffers*:—

(1) Vir elke drie werknemers wat 'n loon van minstens R10.00 per week ontvang, mag daar nie meer as een werknemer wat minder as R10.00 per week ontvang, in diens geneem word nie; met dien verstande dat algemene arbeiders nie in oorweging geneem word nie wanneer die getal van sodanige werknemers wat in diens geneem mag word, vasgestel word.

No. R. 1011.] [3 Julie 1964.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY
OORLOGSMAATREËL No. 43 VAN 1942.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die afdeling Algemene Goedere van die Leernywerheid wat by Goewermenskennisgewing No. R. 1010 van 3 Julie 1964 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 1012.] [3 Julie 1964.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die afdeling Algemene Goedere van die Leernywerheid, gepubliseer by Goewermenskennisgewing No. R. 1010 van 3 Julie 1964 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.

A. E. TROLLIP,
Minister van Arbeid.

(iii) In each of the wage categories listed in sub-paragraphs (viii), (ix), (x), (xi), (xii) and (xiii) of paragraph C not more than two unqualified employees may be employed for every qualified employee employed in that category.

3. *Harness*:—

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

(ii) For each employee receiving a wage of not less than R14.00 per week, not more than one employee may be employed at a wage of less than R14.00 per week provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

Braces:—

(i) For each employee receiving a wage of not less than R11.00 per week, not more than one employee may be employed at a wage of less than R11.00 per week provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

5. *Personal Goods*:—

(i) For each employee receiving a wage of not less than R11.00 per week, not more than one employee may be employed at a wage of less than R11.00 per week provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

6. *Native Trunks*:—

(i) For every three employees receiving a wage of not less than R10.00 per week, there may be employed not more than one employee receiving less than R10.00 per week, provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

No. R. 1011.] [3 July 1964.
WAR MEASURES ACT, 1940.

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

LEATHER INDUSTRY, REPUBLIC OF
SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the General Goods Section of the Leather Industry, published under Government Notice No. R. 1010 of the 3rd July, 1964.

A. E. TROLLIP,
Minister of Labour.

No. R. 1012.] [3 July 1964.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941, AS AMENDED.

LEATHER INDUSTRY, REPUBLIC OF
SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the General Goods Section of the Leather Industry, published under Government Notice No. R. 1010 of the 3rd July, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

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