BUITENGEWONE EXTRAORDINARY

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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linkerbohoek met 'n ✱ gemerk.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

✱ No. 1964.] [27 Julie 1951.

NYWERHEID-VERSOENINGSWET, 1937.

LEERNYWERHEID IN SUID-AFRIKA.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) gelees tesame met subartikel (3) van artikel *agt-en-veertig* van die Nywerheidversoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Skoeiselafdeling van die Leernywerheid (hierna genoem die Nuwe Ooreenkoms) en wat die ooreenkoms gepubliseer by Goewermentskennisgewing No. 677 van 24 Maart 1950, vervang, vanaf die eerste Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Maart 1952, bindend is op die werkgewersorganisasies en vakverenigings wat genoemde Nuwe Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;

(*b*) kragtens subartikel (2) gelees tesame met subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 2 (*b*), 4 tot en met 14, 16 tot en met 18, 21 en 22 van deel I en in deel II van genoemde Nuwe Ooreenkoms vanaf die eerste Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Maart 1952, bindend is op die ander werkgewers en werknemers betrokke by of in diens in die genoemde afdeling van genoemde nywerheid in die Unie van Suid-Afrika; en

(*c*) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 2 (*b*), 4 tot en met 14, 16 tot en met 18, 21 en 22 van deel I, en in deel II van genoemde Nuwe Ooreenkoms vanaf die eerste Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Maart 1952, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde afdeling van genoemde nywerheid wat nie by die woordomskrywing van die uitdrukking „werknemer", vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

All Proclamations, Government and General Notices published for the first time, are indicated by a ✱ in the left-hand upper corner.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

✱ No. 1964.] [27 July 1951.

INDUSTRIAL CONCILIATION ACT, 1937.

LEATHER INDUSTRY OF SOUTH AFRICA.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) read with sub-section (3) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto, and which relates to the Footwear Section of the Leather Industry (hereinafter referred to as the New Agreement) and which replaces the agreement published under Government Notice No. 677 of the 24th March, 1950, shall be binding from the first Monday after date of publication of this notice and for the period ending the 31st day of March, 1952, upon the employers' organisations and trade unions which entered into the said new Agreement and upon the employers and employees who are members of those organisations or those unions;

(*b*) in terms of sub-section (2) read with sub-section (3) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 2 (*b*), 4 to 14 (inclusive), 16 to 18 (inclusive), 21 and 22 of Part I and in Part II of the said New Agreement shall be binding from the first Monday after date of publication of this notice and for the period ending the 31st day of March, 1952, upon the other employers and employees engaged or employed in the said section of the said Industry in the Union of South Africa; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the first Monday after date of publication of this notice and for the period ending the 31st day of March, 1952, the provisions contained in clauses 1, 2 (*b*), 4 to 14 (inclusive), 16 to 18 (inclusive), 21 and 22 of Part I and in Part II of the said New Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said section of the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID, SUID-AFRIKA.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit 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";

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

(*f*) „The National Union of Leather Workers"; en

(*g*) „The Transvaal Leather and Allied Trades Industrial Union";

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

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

DEEL I.

ALGEMENE BEPALINGS VAN TOEPASSING OP DIE SKOEISELAFDELING VAN DIE NYWERHEID.

1. Woordbepalings.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; by verwysings na 'n Wet is ook alle wysigings van sodanige Wet inbegrepe en behalwe waar dit blykbaar anders bedoel word, sluit woorde, wat die manlike geslag aandui, ook vrouens in; verder, tensy dit in stryd is met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„volwassene", 'n werknemer, behalwe 'n vakleerling, wat 21 jaar oud of ouer is;

„vakleerling", 'n werknemer wat gebind is deur 'n skriftelike vakleerlingskapkontrak geregistreer, of wat beskou word as geregistreer te wees, onder die Wet op Vakleerlinge, 1944;

„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 beskou word as geregistreer te wees ingevolge die Nywerheid-versoeningswet, 1937;

„Distrik A"—

(*a*) die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Pretoria;

(*b*) die magistraatsdistrikte Port Elizabeth, Uitenhage en Oos-Londen;

(*c*) die magistraatsdistrikte Die Kaap, Wynberg, Bellville en Simonstad;

(*d*) die magistraatsdistrikte Durban en Pietermaritzburg;

„Distrik B", die Unie van Suid-Afrika met uitsondering van die gebiede ingesluit in distrik A;

„Distrikskomitee", 'n komitee saamgestel ooreenkomstig die konstitusie van die Raad, vir die toepassing van die Ooreenkoms in 'n bepaalde gebied;

„inrigting", elke plek waarin werksaamhede in verband met die nywerheid uitgevoer word;

„Uitvoerende Komitee", die Uitvoerende Komitee van die Raad kragtens sy konstitusie aangestel;

„ervaring"—

(*a*) die totale dienstydperk of tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms van krag word, wat 'n werknemer in die afdeling waar hy in diens was gehad het, afgesien van die werksaamhede in daardie afdeling waarvoor hy in diens was; diens in enige klas in enige afdeling in die leerskoeiselafdeling van die skoeiselafdeling tel as diens in enige ooreenstemmende klas in enige ander afdeling van die leerskoeiselafdeling; met dien verstande dat wanneer 'n werknemer uit een afdeling na 'n verskillende klas in 'n ander afdeling van die leerskoeiselafdeling oorgeplaas word, die Distrikskomitee die loon in ooreenstemming met die dienstydperk of -tydperke van die betrokke werknemer in die leerskoeiselafdeling van die nywerheid moet bepaal.

(*b*) dat die jaarlikse vakansie waarvoor in artikel 9 van hierdie deel voorsiening gemaak word, en die gewone tydperk van verlof vir verpligte verdedigingsmagopleiding ingesluit is, maar nie 'n tydperk of tydperke van meer as drie agtereenvolgende weke wanneer 'n werknemer sonder toedoen van die werkgewer, van die werk afwesig was nie;

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between—

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

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

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

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

(*e*) The South-Western Districts Leather Industries' Association;

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

(*f*) The National Union of Leather Workers; and

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

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

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

PART I.

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

1. Definitions.

All expressions used in the Agreement which are defined in the Industrial Conciliation Act, 1937, 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, 1937;

"adult" means any employee, other than an apprentice, of the age of 21 years or over;

"apprentice" means an employee who is bound by a written contract of apprenticeship registered, or deemed to have been registered, under the Apprenticeship Act, 1944;

"Council" means National Industrial Council of the Leather Industry of South Africa, registered in terms of section *two* of the Act, No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1937;

"District A" means—

(*a*) the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Pretoria;

(*b*) the Magisterial Districts of Port Elizabeth, Uitenhage and East London;

(*c*) the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown;

(*d*) the Magisterial Districts of Durban and Pietermaritzburg;

"District B" means the Union of South Africa, exclusive of the areas included in District A;

"District Committee" means a committee established in accordance with the constitution of the Council for the administration of Agreement in a particular area;

"establishment" means any place in which any operations in connection with the Industry are carried on;

"Executive" means the Executive Committee of the Council appointed in terms of its constitution;

"experience"—

(*a*) means the total period or periods of employment whether prior or subsequent to the date on which this Agreement comes into force which an employee has had in the department in which he has been employed, irrespective of the operations in that department on which he has been employed; employment in any class in any department in the Leather Footwear Division of the Footwear Section shall count as employment in any corresponding class in any other department of the Leather Footwear Division: Provided that where an employee is transferred from one department to a different class in another department of the Leather Footwear Division the District Committee shall specify the wage in accordance with the period or periods of employment the employee concerned has had in the Leather Footwear Division of the Industry;

(*b*) includes the annual holiday provided for in section 9 of this part and the normal period of compulsory defence force training leave, but excluding any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

„skoeiselafdeling" van die leernywerheid, die afdeling van die nywerheid waarin werkgewers en werknemers verbonde is—

(1) vir die vervaardiging, hoofsaaklik uit leer, van skoeisel met inbegrip van alle soorte, behalwe op-maat-gemaakte skoeisel;

(2) vir die vervaardiging van alle soorte skoeisel uit ander materiaal as leer;

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

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

(2) houers was of skoonmaak;

(3) grondstowwe, vervaardigde of half-vervaardigde produkte, masjinerie, installasie, gereedskap, gerei of ander artikels dra, verplaas en/of stapel;

(4) voertuie of houers laai of aflaai;

(5) vuurmaak en/of vure aan die brand hou;

(6) vuilgoed of as verwyder;

(7) kiste, pakke, bale of krate oop- of toemaak;

(8) kiste, pakke of bale stempel, merk of sjabloneer;

(9) tee, koffie, kakao en dergelike dranke maak;

(10) op bestelwaens of voertuie help;

(11) briewe, boodskappe of goedere te voet of met 'n fiets of enige handvoertuig aflewer;

„half-dag", die gewone voormiddag-werktydperk van die betrokke inrigting;

„uurloon", die weekloon gedeel deur 42, behalwe in die geval van nagwagte waar dit die weekloon gedeel deur 72 beteken, en behalwe in die geval van werknemers op ander nagwerk, waar dit die weekloon gedeel deur 38 beteken;

„nywerheid of leernywerheid", die skoeiselafdeling van die leernywerheid;

„leerling"—

(1) 'n manlike werknemer (behalwe 'n vakleerling) onder 21 jaar oud wat in diens is om een, of meer, werksaamhede in die nywerheid te leer;

(2) 'n vroulike werknemer (behalwe 'n vakleerling) wat in diens is om een, of meer werksaamhede in die nywerte leer;

„stukwerk" elke stelsel waarby die verdienste op die hoeveelheid of omvang van werk gedoen, gebaseer word;

„werknemer gekwalifiseer"—

(1) 'n manlike werknemer (behalwe 'n vakleerling, of ongekwalifiseerde manlike volwassene soos voorgeskryf in artikel 5 van Deel II van hierdie Ooreenkoms) wat òf—

(*a*) 21 jaar oud is; òf

(*b*) deur ervaring geregtig is om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid waarvoor hy in diens is;

(2) 'n vroulike werknemer wat deur ervaring geregtig is om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid waarvoor sy in diens is;

„Sekretaris van die Raad", die Hoofsekretaris van die Raad en sluit elke Assistent-sekretaris van die Raad in;

„loon", 'n weekloon.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

(*a*) moet nagekom word deur alle lede van die werkgewersorganisasies en van die vakverenigings wat in die nywerheid werksaam is (behalwe persone wat uitsluitlik herstelwerk doen); en

(*b*) is van toepassing op vakleerlinge, vir sover dit nie met die Wet op Vakleerlinge, 1944, of 'n kontrak ingevolge daarvan geregistreer, of wat beskou word as daaronder geregistreer te wees, op voorwaardes daaronder vasgestel instryd is nie, in die Unie van Suid-Afrika.

3. DATUM EN TERMYN VAN TOEPASSING.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister, ingevolge artikel *agt-en-veertig* van die Wet, vasstel en bly van krag vir 'n tydperk wat nie later as 31 Maart 1952 eindig nie of vir 'n tydperk wat hy mag bepaal.

4. LONE EN LOONSKALE.

(1) (*a*) Behoudens soos bepaal in artikels 7 en 17 van hierdie deel, mag geen laer lone as dié in Aanhangsel B van Deel I, en Aanhangsel A van Deel II van hierdie Ooreenkoms voorgeskryf vir enige werksaamheid deur sodanige werknemer verrig, deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie, en voorts moet elke werkgewer getalsverhoudings of ander voorwaardes in genoemde Aanhangsels voorgeskryf, nakom.

(*b*) Behalwe waar anders bepaal word, moet die lone wat voorgeskryf word deur die hele Unie van Suid-Afrika betaal word.

(*c*) Behalwe in die geval van nagwagte, is die lone soos voorgeskryf in die Aanhangsels van Dele I en II van hierdie Ooreenkoms, gelees tesame met paragraaf (*a*) hiervan, betaalbaar vir 'n werkweek van 42 uur, en in die geval van nagwagte, is die

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

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

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

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

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

(2) washing or cleaning containers;

(3) carrying, moving and/or stacking raw materials, manufactured or semi-manufactured products, machinery, plant, tools, utensils or other articles;

(4) loading or unloading vehicles or receptacles;

(5) making and/or maintaining fires;

(6) removing refuse or ashes;

(7) opening or closing boxes, packages, bales or crates;

(8) branding, marking, stencilling boxes, packages or bales;

(9) making tea, coffee, cocoa or similar beverages;

(10) assisting on delivery vans or vehicles;

(11) delivering letters, messages or goods on foot or by means of a bicycle or any manually propelled vehicle;

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

"hourly wage" means the weekly wage divided by 42 except in the case of night watchmen, when it shall mean the weekly wage divided by 72, and except in the case of employees on other night work, when it shall mean the weekly wage divided by 38;

"Industry or Leather Industry" means the Footwear Section of the Leather Industry;

"learner" means—

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

(2) a female employee (other than an apprentice) engaged in learning one or more operations in the Industry;

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

"qualified employee" means—

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

(*a*) reached the age of 21 years; or

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

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

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

"wage" means a weekly wage.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

(*a*) be observed by all members of the employers' organizations and of the trade unions engaged in the Industry (other than persons engaged exclusively on repair work); and

(*b*) apply to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to have been registered or any conditions fixed thereunder in the Union of South Africa.

3. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act and shall remain in force for a period expiring not later than 31st March, 1952, or such period as may be determined by him.

4. WAGES AND RATES.

(1) (*a*) Subject to the provisions of sections 7 and 17 of this part, no employer shall pay and no employee shall accept wages less than those prescribed in Annexure B to Part I and Annexure A to Part II of this Agreement in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in the said Annexures.

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

(*c*) Except in the case of night watchmen, the wages laid down in the Annexures to Parts I and II of this Agreement, read with paragraph (*a*) hereof, shall be payable for a working week of 42 hours, and in the case of night watchmen the wages shall be

lone betaalbaar vir 'n werkweek van 72 uur, met dien verstande dat in die geval van nagwerk, behalwe nagwagwerk, die lone vir 'n werkweek van 38 uur betaalbaar is. Die werkweek mag nie voor Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die oortydvoorwaardes waarvoor in artikel 8 van hierdie deel voorsiening gemaak word.

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

(2) Alle verdienste en die ekstra bedrag waarna in artikel 6 van hierdie deel verwys word, moet weekliks, uiterlik op Vrydag, en gedurende die gewone werkure van die inrigting of by diensbeëindiging, indien dit voor die gewone betaaldag van die inrigting val, in kontant betaal word. Die verdienste moet in 'n geslote koevert bevat wees, en die werknemer se naam, of nommer, en loonskaal, die datum van betaling, die ure gewerk, besonderhede van kortings afgetrek en die nettobedrag van verdienste daarin bevat, moet met ink of met inkpotlood, daarop aangeteken word en wel as volg:—

	£	s.	d.
Werknemer.....			
Loonskaal.....			
Ure gewerk.....			
Verskuldigde lone.....			
Kortings:—			
Werkloosheidbystandfonds..... £——:——:——			
Siektebystandsfonds..... £——:——:——			
Voorsieningsfonds..... £——:——:——			
Versekerings- of Pensioenfondse. £——:——:——			
Bydraes aan vakverenigings..... £——:——:——			
Raadsfondsheffings..... £——:——:——			
* TOTALE KORTINGS.....			
Netto verdienste.....			
Werkgewer			
Datum			

* Slegs totale kortings moet aangedui word, behalwe in die geval van enige wysiging wat in die verdienste van 'n werknemer aangebring word, wanneer alle besonderhede van kortings vir daardie week, soos hierbo uiteengesit, aangetoon moet word.

(3) Geen kortings hoegenaamd, behalwe onderstaande, mag van die geld wat aan 'n werknemer verskuldig is, afgetrek word nie:—

(*a*) Ingeval 'n werknemer van die werk wegbly: 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid;

(*b*) met skriftelike toestemming van die werknemer: kortings vir verlof-, werkloosheid-, siekte-, versekerings- of pensioen-fondse, of bydraes aan die fondse van die vakvereniging, en/of spaarfondse wat deur die Raad goedgekeur is; en enige bedrag deur 'n werknemer verskuldig ten opsigte van maaltye, tee en/of ander ververs ings deur 'n werkgewer verskaf teen 'n koste waartoe deur die werknemer ingestem is;

(*c*) heffings ingevolge artikel 11 van hierdie deel van die Ooreenkoms;

(*d*) elke bedrag wat 'n werkgewer verplig is om ingevolge 'n wet, ordonnansie, of regsgeding, ten behoewe van 'n werknemer te betaal.

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

(5) Indien in 'n inrigting die werk deur werknemers, georganiseer in spanne of ploeë, verrig word, moet die werkgewer aan elke sodanige werknemer sy verdienste uitbetaal.

(6) Niks in hierdie Ooreenkoms het die uitwerking om 'n tydloon wat tans betaal word en vir 'n werknemer gunstiger is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, te verminder nie vir solank as wat hy by dieselfde werkgewer in diens bly.

5. GETALLEVERHOUDINGSOPGAWES.

Die bepalings van artikel 7 van Deel II van hierdie Ooreenkoms, moet deur werkgewers wat die nywerheid uitoefen, nagekom word.

6. BETALING VAN LEWENSKOSTETOELAE.

(1) Bo en behalwe die werklike verdienste van 'n werknemer in 'n week, moet sy werkgewer hom elke week 'n bedrag betaal wat gelyk is aan 1¼ persent van sodanige verdienste ten opsigte van elke volle 12·5 punte waarmee die kleinhandelsprysindeks 1,000 oorskry.

(2) Vir die toepassing van hierdie artikel, beteken „kleinhandelprysindek" die beswaarde gemiddelde indeks vir voedsel, brandstof, lig, huishuur en diverse vir die nege vernaamste stede in die Unie van Suid-Afrika, soos bereken deur die Direkteur van Sensus en Statistiek en van tyd tot tyd bekendgemaak.

(3) Elke aanpassing van die ekstra bedrag genoem in subartikel (1) hiervan, moet ingevolge hierdie artikel aangebring word op en met ingang van die eerste betaaldag nadat die Sekretaris van die Raad kennisgewing ontvang het van die verandering in die kleinhandelprysindeks wat van toepassing is, of na gelang van die vroeër betaaldag, die eerste betaaldag wat volg op die publikasie van die *Maandbulletin van Uniestatistiek* wat sodanige verandering vermeld; met dien verstande dat sodanige kennisgewing ontvang word, of sodanige bekendmaking geskied, uiterlik op Woensdag van die werkweek waarop die betaaldag betrekking

payable for a working week of 72 hours; provided that in the case of night work other than night watchmen, the wages shall be payable for a working week of 38 hours. The working week shall end not earlier than on Wednesday in a calendar week. All wages shall be subject to the conditions governing overtime provided for in section 8 of this part.

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

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

	£	s.	d.
Employee.....			
Wage rate.....			
Hours worked.....			
Wages due.....			
Deductions:—			
Unemployment Fund..... £——:——:——			
Sick Benefit Fund..... £——:——:——			
Provident Fund..... £——:——:——			
Insurance or Pension..... £——:——:——			
Trade Union Subscriptions. £——:——:——			
Council Levies..... £——:——:——			
* TOTAL DEDUCTIONS.....			
Net Earnings.....			
Employer			
Date			

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

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

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

(*b*) with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, or contributions to the funds of the trade union, 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 section 11 of this part of the Agreement;

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

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

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

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

5. RATIO RETURNS.

The conditions laid down in section 7 of Part II of this Agreement shall be observed by employers engaged in the Industry.

6. COST OF LIVING ALLOWANCE.

(1) In addition to the actual earnings of a employee in any week, he shall be paid each week by his employer an amount equal to 1¼ per cent. of such earnings in respect of every completed 12·5 points by which the retail price index exceeds 1,000.

(2) For the purpose of this section "retail price index" means the weighted average index relating to food, fuel, light, rent and sundries for the nine principal areas in the Union of South Africa as assessed by the Director of Census and Statistics and published from time to time.

(3) Each adjustment to the additional amount referred to in sub-section (1) hereof in terms of this section shall be made on and from the first pay day following the receipt by the Secretary of the Council of notification of the appropriate change in the retail price index or the first pay day following publication of the *Monthly Bulletin of Union Statistics* showing such change whichever pay day is the earlier, provided such notification is received, or such publication is made not later than Wednesday in the working week to which that pay day relates. Should such

het. As sodanige kennisgewing ontvang word, of sodanige bekendmaking geskied, na Woensdag, dan moet die aanpassing op die betaaldag van die volgende week aangebring word.

(4) By die lewenskostetoelae wat ingevolge hierdie artikel betaalbaar is, moet elke lewenskostetoelae wat betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, gepubliseer by Proklamasie No. 110 van 22 Mei 1942, soos gewysig, of soos dit van tyd tot tyd gewysig word, inbegrepe wees met dien verstande dat in gevalle waar die betaling ingevolge hierdie artikel minder as die Oorlogsmaatreëltoelae is, laasgenoemde betaalbaar is.

7. WERKURE.

(1) Behoudens soos anders bepaal in hierdie Oorenkoms, kan geen werkgewer van 'n werknemer, behalwe een wat uitsluitlik as nagwag werksaam is, vereis of hom toestaan—

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

(*b*) om vir meer as 8 uur, met uitsluiting van etenstye, op 'n dag te werk nie: met dien verstande dat in 'n inrigting waarin—

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

(ii) die werknemers nie gewoonlik op meer as vyf dae in die week werk nie van 'n werknemer op 'n werkdag vereis of hom toegestaan kan word om 'n ekstra tydperk van hoogstens een-en-'n-kwart uur te werk; of

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

(*d*) as sy 'n vrou is—

(i) tussen 6-uur nm. en 6-uur vm.; of

(ii) op meer as vyf dae in enige week na 1-uur nm. te werk nie.

(2) Vir die toepassing van paragraaf (*a*) van subartikel (1) word dit beskou dat 'n werknemer wat nie op 'n vakansiedag genoem in subartikel (6) van artikel 9 van hierdie deel, werk nie, of wat op sodanige vakansiedag minder werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop sodanige vakansiedag val, sy gemiddelde gewone werkure op daardie dag gewerk het.

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

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

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

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

Ingeval enige werknemer met werk ophou weens 'n breekstop, is hy geregtig tot betaling vir die eerste uur, of gedeelte van 'n uur, van die tyd wat hy nie werk nie.

(5) Indien in 'n inrigting korttyd gewerk word, moet dit soveel as moontlik eweredig tussen alle werknemers, behalwe vakleerlinge, in die betrokke afdeling verdeel word.

(6) Onderstande rustydperke moet aan elke werknemer toegestaan en as tyd gewerk beskou word:—

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

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

Gedurende die ruspose soos in (*a*) en (*b*) van hierdie subartikel bepaal, moet alle masjinerie in die inrigting stopgesit word en kan van geen werknemer vereis word om werk te verrig nie.

(7) Indien werknemers by beëindiging van werktye moet „uitklok", moet die werkgewer reëlings tref om werknemers in staat te stel om die fabriek te verlaat op die regte tyd waarop die werk gestaak moet word.

8. OORTYD.

(1) Ondanks die bepalings van paragrawe (*a*) en (*b*) van subartikel (1) van artikel 7 van hierdie Deel en behalwe soos bepaal in hierdie artikel, kan 'n werkgewer van 'n werknemer vereis of hom toestaan om vir 'n totale tydperk van hoogstens onderstaande in 'n week oortyd te werk:—

(*a*) Tien uur; of

notification be received or such publication be made later than Wednesday the adjustment shall be made on the pay day of the following week.

(4) The cost of living allowance payable in terms of this section shall include any cost of living allowance payable in terms of War Measure No. 43 of 1942, published under Proclamation No. 110 of the 22nd May, 1942, as amended or as may be amended from time to time, provided that in cases where the payment in terms of this section is less than the War Measure allowance the latter shall be payable.

7. HOURS OF WORK.

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

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

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

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

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

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

(*d*) who is a female, to work—

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

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

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

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

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

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

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

In the case of an employee ceasing work due to a breakdown he shall be entitled to payment for the first hour or part thereof during which he is not working.

(5) Where short time is being worked in any establishment, it shall be evenly distributed wherever possible amongst all workers except apprentices 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 subsection 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. OVERTIME.

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

(*a*) ten hours; or

(*b*) 'n aantal ure (wat meer as tien kan wees) wat deur die Raad vasgestel en waarvan skriftelike kennisgewing aan die werkgewer gegee moet word, waarin die werknemer, of die klas werknemer, ten opsigte van wie die kennisgewing van toepassing is, vasgestel word asook die termyn waarvoor en die voorwaardes waarop dit geldig is;

met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis of haar kan toestaan om onderstaande oortyd te werk nie—

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

(*b*) op meer as drie agtereenvolgende dae;

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

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

(i) sodanige werknemer daarvan voor twaalf-uur middag in kennis gestel het; of

(ii) aan sodanige werknemer 'n voldoende maaltyd verskaf het voordat sy met oortyd moet begin; of

(iii) sodanige werknemer betyds 'n voorgeskrewe toelae betaal het om die werknemer in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

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

(3) Behalwe in die geval van 'n nagwag, moet 'n werknemer, indien hy voor die gewone begintyd, of na die gewone stakingstyd, van die inrigting werk, vir elke uur, of gedeelte van 'n uur aldus gewerk, onderworpe aan die bepalings van subartikel (4) hiervan—

(*a*) op enige dag van Maandag tot en met Vrydag teen sy uurloon plus drie-en-dertig en een-derde persent;

(*b*) op Saterdagnamiddag teen sy uurloon plus vyftig persent; betaal word.

(4) As dit in 'n inrigting gebruiklik is om die gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet elke werknemer, behalwe 'n nagwag, van wie vereis word om op 'n Saterdagmôre te werk, vir elke uur, of gedeelte van 'n uur, aldus gewerk, een-en-een-derdemaal sy uurloon betaal word, afgesien van die aantal ure wat werklik tussen Maandag en Vrydag gewerk is.

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

(*a*) Die werknemer minstens dubbel die besoldiging betaal wat ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, betaalbaar is; òf

(*b*) die werknemer teen minstens een-en-een-derdemaal sy gewone loon betaal ten opsigte van die totale tydperk wat op daardie Sondag gewerk word en hom binne sewe dae na daardie Sondag een dag vakansie toestaan en hom ten opsigte daarvan teen minstens sy gewone loon betaal asof hy op sodanige vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

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

(7) 'n Nagwag wat vir 'n langer tydperk as 12 opeenvolgende ure op diens is, moet vir sodanige ekstra tyd teen sy uurloon plus drie-en-dertig en een-derde persent betaal word. 'n Nagwag wat gedurende die nag wat hy vryaf behoort te wes op diens is, moet teen dubbel sy uurloon betaal word.

9. Vakansiedae en jaarlikse verlof.

(1) Elke werkgewer moet aan elke werknemer by hom in diens uiterlik op die 24ste Desember van elke jaar afwesigheidsverlof van minstens twee opeenvolgende weke en twee dae toestaan en aan sodanige werknemer voor of op die laaste werkdag voor die aanvang van sodanige verlof as verloftoelae 'n bedrag betaal wat gelyk is aan een-twaalfde van die loon wat hy in twee weke en twee dae vir elke maand diens by die werkgewer sou verdien. Met dien verstande dat—

(*a*) die tydperk van sodanige verlof nie met 'n tydperk wat die werknemer onder diensopsegging is, of met 'n tydperk wanneer hy vredestydopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), ondergaan, mag saamval nie;

(*b*) as 'n publieke vakansiedag wat in subartikel (6) van hierdie artikel genoem word, binne die tydperk van sodanige verlof val, sodanige publieke vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer moet ten opsigte van sodanige publieke vakansiedag en tegelyk met die betaling van die verloftoelae 'n bedrag betaal word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige publieke vakansiedag sy daelikse gemiddelde gewone werkure gewerk het.

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

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

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

(*b*) on more than three consecutive days;

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

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

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

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

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

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

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

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

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

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

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

(*a*) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week-day; or

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

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

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

9. Holidays and Annual Leave.

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

(*a*) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and

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

N.B.—Vir die doel van berekening van die verlofbetaling wat kragtens hierdie klousule verskuldig is, is betaling vir „twee dae" twee-vyfdes van die weekloon.

(2) By diensbeëidiging moet die werkgewer aan die werknemer die bedrag van die verloftoelae soos op datum van sodanige beëindiging verskuldig en bereken soos bepaal in subartikel (1), betaal.

(3) Diens vir 'n halwe maand, of meer, word vir die berekening van die verloftoelae wat ingevolge subartikels (1) en (2) betaalbaar is, as diens vir 'n volle maand gereken, en „'n halwe maand" beteken enige tydperk van vyftien agtereenvolgende kalenderdae (afgesien van werkdae); met dien verstande dat indien 'n werknemer te enige tyd gedurende die maand waarin die fabriek vir verlofdoeleindes sluit, diensopsegging gegee word, hy vir daardie maand die volle verlofbetaling, bereken ooreenkomstig subartikel (1), moet ontvang, en voorts met dien verstande dat indien 'n werknemer die diens opsê en die termyn van opsegging op die sluitingsdag van die fabriek gedurende gemelde maand verstryk, hy geregtig is om een-twaalfde verlofbetaling vir daardie maand te ontvang.

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

Ingeval 'n werknemer besoldig word op 'n ander basis as dié ooreenkomstig die tyd werklik deur hom gewerk, moet sy loonskaal vir doeleindes van die berekening van verloftoelae wat betaalbaar is kragtens subartikels (1), (2) en (3), bereken word asof hy by die uur betaal word en moet op enige datum bepaal word deur sy totale besoldiging gedurende die tydperk van drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, watter een ook al die korste is, deur die getal ure te deel wat gewerk is gedurende die tydprek ten opsigte waarvan dié besoldiging betaal is; met dien verstande dat ingeval dit nodig is om die hierbo genoemde loonskaal te bereken vir die doel om die verskuldige verloftoelae te betaal ten opsigte van die jaarlikse verlof in subartikel (1) hiervan genoem, kan dit beskou word dat die tydperk van drie maande, hierbo genoem, of sy totale dienstyd, watter een ook al die korste is, op 'n datum verval hoogstens veertien dae voor die datum waarvanaf die werknemer se verlof toegestaan word.

(5) Enige tydperk wat 'n werknemer—

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

(*b*) ingevolge die Zuid Afrika Verdedigings Wet, 1912, vredesopleiding ondergaan; of

(*c*) in opdrag of op versoek van die werkgewer van sy werk afwesig is; of

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

word beskou as diens vir die toepassing van subartikels (1) en (2); 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 opeenvolgende dae as die werknemer, na 'n versoek deur die werkgewer om sodanige sertifikaat versuim om aan die werkgewer 'n doktersertifikaat voor te lê dat hy deur siekte verhinder is om sy werk te doen, of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat bo 30 dae is.

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

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

(*c*) Indien 'n vakansiedag waarna in paragraaf (*a*) van hierdie subartikel of subartikel (6) verwys word, op 'n Saterdag val, moet die betaling van so'n vakansiedag bereken word teen een-vyfde van die gewone weekloon.

(*d*) As 'n werknemer se diens gedurende Desember eindig, moet aan hom benewens enige ander besoldiging wat aan hom verskuldig is, een dag se betaling betaal word ten opsigte van elkeen van die publieke vakansie dae (Dingaansdag, Kersdag en Nuwejaarsdag); ten opsigte waarvan geen betaling reeds aan hom gedoen is nie en die loon wat ten opsigte van elke sodanige vakansiedag betaalbaar is, moet bereken word teen een-vyfde van die gewone weekloon.

(*e*) 'n Werkgewer moet voor die sluiting van sy inrigting vir die jaarlikse verlof soos genoem in subartikel (1) van hierdie artikel—

(i) sy werknemers minstens 30 dae kennis gee van die voorlopige sluitingsdatum, en

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

'n Werkgewer wat voornemens is om sy inrigting vir 'n ander vakansie as die verlof soos genoem in subartikel (1) van hierdie artikel, te sluit, moet sy werknemers minstens drie werkdae kennis gee van sodanige sluiting en moet in sodanige kennisgewing die tydperk vermeld waarin nie van die werknemers vereis sal word om te werk nie.

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-section (1).

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

Provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes he shall receive the full holiday pay calculated in terms of sub-section (1) for that month; and provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month he shall be entitled to receive the 1/12th holiday pay for the month.

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

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

(5) Any period during which an employee—

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

(*b*) undergoes peace training under the South Africa Defence Act, 1912; or

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

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

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

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

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

(*c*) If any of the public holidays referred to in paragraph (*a*) of this sub-section falls on a Saturday the pay for such holiday shall be calculated at the rate of 1/5th of the normal weekly wage.

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

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

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

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

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

Die bogenoemde kennisgewing moet deur die werkgewer vertoon word op 'n plek wat vir sy werknemers maklik toeganklik is.

10. WERKPLEK.

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

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

11. RAADSFONDS.

Om in die uitgawes van die Raad te voorsien, moet elke werkgewer op elke betaaldag onderstaande aftrek:—

(*a*) 1d. van die verdienste van elk van sy werknemers, behalwe vakleerlinge, vir wie die minimum lone tot en met £2 per week voorgeskryf word..

(*b*) 2d. van die verdienste van elk van sy werknemers, behalwe vakleerlinge, vir wie minimum lone van meer as £3 per week voorgeskryf word.

(*c*) 3d. van die verdienste van elk van sy werknemers, behalwe vakleerlinge, vir wie minimum lone van £4 per week of meer voorgeskryf word.

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

12. DIENSBEËINDIGING.

(1) Behalwe soos bepaal in subartikels (2) en (7), moet elke werknemer een week diensopsegging gee, en elke werkgewer moet 'n werknemer 'n selfde diensopsegging gee; die diensopsegging van een week tree in werking vanaf die einde van die werkweek van die betrokke inrigting. 'n Week se diensopsegging beteken 'n volle week se werk, of 'n volle week se betaling in plaas van diensopsegging. As 'n werknemer se dienste nie meer na die verlof waarna in artikel 9 van hierdie deel verwys word, vereis word nie, moet hom voor die aanvang van die verlof diensopsegging gegee word, anders is hy geregtig om een week se betaling in plaas van diensopsegging te ontvang.

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

(3) Die bepalings van hierdie artikel maak geen inbreuk op 'n ooreenkoms waarby vir 'n langer diensopseggingstermyn as een week voorsiening gemaak word nie; met dien verstande dat die tydperk van diensopsegging vir albei kante van gelyke duur is; as 'n ooreenkoms ingevolge hierdie subartikel aangegaan word, moet betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waartoe ooreengekom is.

(4) Wanneer die werk van 'n werknemer vier, of meer, agtereenvolgende weke opgeskort word, of wanneer gedurende 'n tydperk van vier weke minder as 42 uur se werk gegee word, word sy diens as beëindiging beskou en moet aan die werknemer bo en behalwe enige betaling ingevolge hierdie Ooreenkoms vir werk wat verrig is, een volle week se loon betaal word.

Die verlof waarna in artikel 9 van hierdie deel verwys word, word nie as opskorting van werk ingevolge hierdie subartikel beskou nie.

(5) Aan 'n werknemer wat sonder diensopsegging, behalwe om 'n rede deur die Wet as voldoende beskou, ontslaan word, moet 'n volle week se betaling teen die loon wat hy op die tydstip van sodanige ontslag ontvang het, in plaas van sodanige diensopsegging betaal word.

(6) Indien 'n publieke vakansiedag sonder betaling op 'n werkdag in die week van diensopsegging van 'n werknemer val en die afdeling van die inrigting waar hy werksaam is, op dié dag gesluit is, dan moet die betrokke werknemer ten opsigte van daardie dag betaal word.

(7) As 'n werknemer weens siekte of swangerskap vir 'n tydperk van meer as 30 agtereenvolgende dae van die werk afwesig is, dan is die werkgewer geregtig om sodanige werknemer se diens onmiddellik sonder betaling te beëindig deur aan die werknemer en die Sekretaris van die Raad dienooreenkomstig skriftelik kennis te gee.

13. VERSEKERING VAN LONE IN DIE GEVAL VAN BRAND.

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

Rente op enige sodanige gelegde geld kom ten bate van die algemene fondse van die Raad.

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.

(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.

11. COUNCIL FUNDS.

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

(*a*) 1d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of less than £2 per week are prescribed;

(*b*) 2d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of £2 or over but less than £4 per week are prescribed;

(*c*) 3d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of £4 per week or over are prescribed.

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

12. TERMINATION OF EMPLOYMENT.

(1) Except as provided in sub-sections (2) and (7) every employee shall be required to give one week's notice to terminate his employment, and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall take effect from the end of the working week of the establishment concerned. A week's notice shall mean a full week's work or a full week's pay in lieu of notice. An employee whose services are not required after the leave referred to in section 9 of this part shall be given notice thereof one week before the leave begins, failing which he shall be entitled to receive a week's pay in lieu of notice.

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

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

(4) When the work of any employee is suspended for four or more consecutive weeks, or when less than 42 hours' work is given during a period of four weeks his employment shall be regarded as terminated and the employee shall be paid one full week's wages in addition to any payment in terms of this Agreement for work performed.

The leave referred to in section 9 of this part shall not be regarded as a period of suspension of work in terms of this sub-section.

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

(6) When an unpaid public holiday falls on a working day within the notice week of an employee and the department of the establishment in which he is employed is closed on such day then the employee concerned shall be paid in respect of such day.

(7) Where an employee is absent from work through illness or pregnancy for a period exceeding 30 consecutive days the employer shall be entitled to terminate the employment of such employee forthwith without pay by notifying the employee and the Secretary of the Council in writing to that effect.

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. DIENSSERTIFIKATE.

(1) Elke werkgewer moet aan elke werknemer wat sy diens verlaat 'n dienssertifikaat in die vorm van Aanhangsel A van hierdie deel uitreik by diensverlating. Sodanige sertifikate moet in volgorde genommer word en van elk moet 'n afskrif deur die werkgewer gehou word, en 'n afskrif moet aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word.

Ingeval 'n werknemer sonder diensopsegging sy diens verlaat, moet beide die werknemer se afskrif en die Raad se afskrif aan die Sekretaris gestuur word.

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

'n Werkgewer kan 'n verklaring wat deur die ouer of voog van die werknemer onderteken is, as „bewys van ouderdom" aanvaar vir die tydperk van drie maande vanaf die datum van indiensneming, maar die werknemer moet binne daardie tydperk 'n geboortesertifikaat voorlê. Indien die werknemer na sodanige tydperk van drie maande nie so'n sertifikaat kan toon nie, moet die werkgewer by die Distrikskomitee, of waar daar nie 'n Distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek om vrystelling van bepalings van hierdie subartikel doen.

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

In die geval van naturelle, kan 'n sertifikaat wat deur die Naturellekommissaris onderteken is, in plaas van 'n sertifikaat van die ouer of voog, aangeneem word.

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

15. VERTEENWOORDIGERS VAN VAKVERENIGINGS OP DIE RAAD.

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

16. UITVOERING VAN OOREENKOMS.

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

17. VRYSTELLINGS.

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

(2) Die Raad, of Uitvoerende Komitee, moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes waarop en die termyn waarvoor sodanige vrystelling verleen word, vasstel; met dien verstande dat die Raad, of Uitvoerende Komitee, na goeddunke en nadat aan die betrokke persone een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek.

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

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

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

(*a*) alle sertifikate wat uitgereik word in volgorde nommer;
(*b*) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
(*c*) indien aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

(5) Kragtens hierdie artikel kan geen vrystellings van paragraaf (*d*) van subartikel (1) van artikel 7 van hierdie Ooreenkoms gegee word nie aan of ten opsigte van 'n vroulike werknemer wat hande-arbeid verrig, behalwe vir die doel van verrigting van werk—

(*a*) wat weens 'n noodgeval noodsaaklik is; of
(*b*) wat noodsaaklik is vir voorkoming van verlies van grondstowwe wat reeds behandel word en aan skielike bederf onderhewig is.

18. PERSONE ONDER 15 JAAR.

Niemand onder 15 jaar mag in die nywerheid in diens wees nie.

19. AGENTE.

Die Raad moet een, of meer, persone aanstel om as agente by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees. Elke werkgewer is verplig om sodanige persone toe te staan om sy inrigting te betree en om sodanige navrae te doen en om sodanige dokumente, boeke, loonstate, betaalkoeverte en betaalkaarte te ondersoek en om sodanige persone te ondervra, as wat nodig mag wees ten einde vas te stel of aan die bepalings van hierdie Ooreenkoms voldoen word.

14. SERVICE CERTIFICATES.

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

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

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

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

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

In the case of natives, a certificate signed by the Native 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.

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

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 reason.

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

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

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

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

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

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

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

18. PERSONS UNDER 15 YEARS OF AGE.

No person under 15 years of age shall be employed in the Industry.

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. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Aan lede van die vakverenigings moet voorrang geskenk word by indiensneming en aan amptenare van die vakverenigings moet deur werkgewers alle redelike fasiliteite verstrek word om werknemers (behalwe vakleerlinge) te organiseer.

(2) Die lede van die vakverenigings in elke inrigting het die reg om een, of meer, werkwinkelverteenwoordigers en/of werkwinkelkomitee uit hul midde aan te stel ooreenkomstig enige bepalings vir die aanstellings van werkwinkelverteenwoordigers en werkwinkelkomitees soos vervat in die konstitusie van die betrokke vakvereniging en die betrokke werkgewer moet volle erkenning aan sodanige werkwinkelverteenwoordigers of werkwinkelkomitee verleen en alle redelike fasiliteite verskaf vir sy vergaderings en raadplegings oor sake betreffende meningsverskille en diensvoorwaardes van die werknemers oor die algemeen.

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

21. SERTIFISERING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE.

(1) Versoek om 'n sertifikaat om 'n leerling werk te laat verrig wat genoem word in artikel 4 van Deel II van die Ooreenkoms, moet deur die werkgewer aan die Raad gerig word op sodanige vorm as wat deur die Raad voorgeskryf word.

(2) Elke sertifikaat wat in subartikel (1) genoem word, moet deur die Sekretaris van die Raad geteken word en moet die leerling se naam en ouderdom, die werk wat hy moet verrig, die minimum loon wat aan hom betaal moet word, die werkgewer se naam en die termyn waarvoor die lisensie van krag bly, vermeld.

(3) Die Raad, of die Uitvoerende Komitee, kan na goeddunke en na een week skriftelike kennisgewing aan die werkgewer en aan die werknemer gegee is, 'n sertfikaat wat kragtens hierdie bepalings uitgereik is, intrek, ditsy die termyn van geldigheid verstryk het of nie.

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

(5) Vir die doel van vasstelling van die minimum loon wat aan die leerling wat kragtens hierdie bepalings in diens is, betaal moet word, moet die duur van al sy diens in die nywerheid in aanmerking geneem word.

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

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

22. VERBODE DIENS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby die in diens neem van 'n werknemer vir enige klas werk of op enige voorwaardes verbied is, beskou dat dit die werkgewer onthef van betaling van die besoldiging wat hy sou moet betaal en die nakoming van die voorwaardes wat hy sou moet nakom, as daardie in diens neem of in diens hê nie verbied was nie, en die werkgewer moet voortgaan met betaling van daardie besoldiging asof sodanige in diens neem of in diens hê nie verbied is nie.

AANHANGSEL A VAN DEEL I.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

No. van sertifikaat.....

Afdeling van nywerheid.....

Naam en adres van werkgewer.....

.....

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

1. Familienaam (of Naturellenaam).....
   Fondsnommer.....
2. Voorname.....
   Belastingnommer (N.).....
3. Adres.....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van diensverlating.....
   Loongroep (*a*) S.F..... (*b*) P.F.....
7. Datum waarop in diens getree.....
8. Datum waarop diens verlaat.....
9. Is diens uit eie beweging verlaat? (Ja/nee).....
10. Datum van jongste verhoging ingevolge ooreenkoms.....
11. Die nommer van die diensertifikaat deur die vorige werkgewer..... (vermeld naam) uitgereik, was.....
12. Siektefonds:—
    (*a*) Getal bydraes tot op datum.....
    (*b*) Bystand tot op datum opgeloop.....

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

.....

Handtekening van Werkgewer/Sekretaris.

L.W.—Sien artikel 14 (1).

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 organize employees (other than apprentices).

(2) The members of the trade unions in each establishment shall have the right to appoint one or more shop stewards and/or a shop committee from amongst themselves, in accordance with any provisions for the appointment of shop stewards and shop committees in the constitution of the trade union concerned and the employer concerned shall accord full recognition to such shop stewards and shop 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 a licence to employ a learner upon an operation referred to in section 4 of Part II of this Agreement shall be made by the employer to the Council on such form as may be prescribed by the Council.

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

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

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

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

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

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

22. PROHIBITIVE EMPLOYMENT.

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

ANNEXURE A TO PART I.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

No. of Certificate.....

Section of the Industry.....

Name and address of employer.....

.....

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

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

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

.....

Signature of Employer/Secretary.

N.B.—Refer to section 14 (1).

AANHANGSEL B VAN DEEL I.

	Per week. £	s.	d.
A. Nagwagte	2	15	0
B. Magasynmeesters, en/of pakhuisbediendes, versendingsklerke	3	15	0
C. Keteloppassers	2	7	6

„Keteloppasser" beteken 'n werknemer wat die stoomdruk en waterstand in enige stoomketel op peil hou; so'n werknemer kan ook vure maak en/of aan die brand hou.

„Versendingsklerk" beteken 'n werknemer wat verantwoordelik is vir die ontvang van goedere in, of van, 'n magasyn, of pakhuis, of van afdelings, vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere, die natel van pakkette en die weeg, merk of adresseer daarvan.

„Magasynmeester en/of pakhuisbediende" beteken 'n werknemer in algemene beheer oor voorrade en wat verantwoordelik is vir die ontvang van goedere in die magasyn en die berging en hantering daarvan, die aflewering uit die magasyn aan afdelings, of vir deursending en/of verpakking in die magasyn of pakhuis en die uitpak daarvan.

D. Motorvoertuigbestuurders wat 'n voertuig bestuur wat gelisensieer is vir dra of trek van 'n vrag—

(i) onder 3 ton	3	10	0
(ii) 3 ton	3	15	0
(iii) oor 3 ton maar nie oor 5 ton nie	4	0	0
(iv) oor 5 ton maar nie oor 7 ton nie	4	15	0

Ondanks enige strydige bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op motorvoertuigbestuurders:—

„Werkure" sluit in alle tydperke wat bestuur word en alle tyd wat aan ander werk in verband met die voertuig, of die vrag bestee word en alle tydperke wat 'n werknemer verplig is om op sy pos te bly in gereedheid om te werk as dit nodig is, maar sluit nie etenstye in nie.

„Motorvoertuig" beteken 'n voertuig wat anders as deur die krag van mens of dier voortbeweeg word.

„Vrag" beteken die „netto vragvermoë" of die „netto vrag" wat 'n voertuig kan dra of trek kragtens 'n motortransportsertifikaat, of vrystellingsertifikaat, wat ten opsigte van sodanige voertuig deur die Plaaslike Padvervoerrade kragtens die Motor-transportwet, 1930, uitgereik is.

E. Minderjariges wat werksaamhede verrig waarvoor nie lone in hierdie Ooreenkoms voorgeskryf is nie:—

Die eerste ses maande	1	2	6
Die tweede ses maande	1	5	0
Die derde ses maande	1	7	6
Die vierde ses maande	1	10	0
Die vyfde ses maande	1	15	0
Die sesde ses maande	2	0	0
Daarna	2	5	0

F. Werksaamhede in verband met kartondoos-vervaardiging:—

(i) Bedien van guillotine en/of rotasiesnymasjien en/of kerfmasjien—			
(*a*) kraggedrewe masjien	5	10	0
(*b*) handmasjien	4	8	0
(*c*) kartondoosvervaardigers	2	10	0
(ii) Kartondoosvervaardiging, volgens ervaring—			
Die eerste ses maande	1	2	6
Die tweede ses maande	1	5	0
Die derde ses maande	1	7	6
Die vierde ses maande	1	10	0
Die vyfde ses maande	1	15	0
Die sesde ses maande	2	0	0
Daarna	2	10	0

G. Werknemers wat met die hand letters set en etikette druk met 'n drukmasjien	4	19	0
H. Werknemers wat randsole vervaardig:—			
(*a*) Splits, afskaaf, sny, groewe maak en skuins afwerk	3	5	0
(*b*) Alle ander werksaamhede	2	0	0
I. Verpakkers	2	2	6

„Verpakker" beteken 'n werknemer wat skoendose in kiste, pakkette, bale, of kratte verpak.

DEEL II.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE SKOEISELAFDELING VAN DIE LEERNYWERHEID.

1. LONE.

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

ANNEXURE B TO PART I.

	Per Week. £	s.	d.
A. Night watchmen	2	15	0
B. Storemen and/or warehousemen, despatch clerks	3	15	0
C. Boiler attendants	2	7	6

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

"Despatch clerk" means an employee who is responsible for receiving goods into or from a store or warehouse, or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the weighing marking or addressing thereof.

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

D. Motor vehicle drivers driving a vehicle authorised to carry or haul a pay-load of—

(i) under 3 tons	3	10	0
(ii) 3 tons	3	15	0
(iii) over 3 tons but not exceeding 5 tons	4	0	0
(iv) over 5 tons but not exceeding 7 tons	4	15	0

Notwithstanding anything to the contrary in this Agreement the following provisions shall apply to motor vehicle drivers:—

"Hours of work" include all periods of driving and any time spent on other work connected with the vehicle or the load and all periods during which an employee is obliged to remain at his post in readiness to work when required, but do not include meal hours.

"Motor vehicle" means a conveyance propelled by other than human or animal power.

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

E. Minors employed on occupations for which rates have not been prescribed in this Agreement—

First six months	1	2	6
Second six months	1	5	0
Third six months	1	7	6
Fourth six months	1	10	0
Fifth six months	1	15	0
Sixth six months	2	0	0
Thereafter	2	5	0

F. Cardboard box making operations—

(i) Guillotine and/or rotary cutting machine and/or scoring machine operating by—			
(*a*) power	5	10	0
(*b*) hand	4	8	0
(*c*) cardboard boxmakers	2	10	0
(ii) Making cardboard boxes, according to experience—			
First six months	1	2	6
Second six months	1	5	0
Third six months	1	7	6
Fourth six months	1	10	0
Fifth six months	1	15	0
Sixth six months	2	0	0
Thereafter	2	10	0

G. Employees employed on hand typesetting and printing labels on a printing machine	4	19	0
H. Employees employed on weltmaking—			
(*a*) Splitting, skiving, cutting, grooving and bevelling	3	5	0
(*b*) All other operations	2	0	0
I. Packers	2	2	6

"Packer" means an employee who is employed on packing shoe boxes into boxes, packages, bales or crates.

PART II.

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

1. WAGES.

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

2. LOONAANVULLINGSTELSEL.

(1) Geen stukwerk, loonaanvullingstelsel of loonaansporingskema mag in 'n inrigting toegepas word nie, behalwe by wyse van vrystelling wat, nieteenstaande die bepalings van artikel 17 van Deel I van hierdie Ooreenkoms, deur die Distrikskomitee, na raadpleging met gesamentlike distriksafdelingskomitees waarvoor in paragraaf (*d*) hiervan voorsiening gemaak word, en in ooreenstemming met die volgende prosedure, toegestaan kan word:—

(*a*) In elke fabriek waarin die werkgewer 'n loonaanvullingstelsel wil invoer, moet vir elke afdeling daarby betrokke, 'n fabriekskomitee ingestel word (hierna genoem die fabrieksafdelingskomitee) wat bestaan uit vier verteenwoordigers van die werknemers van die betrokke afdeling en die werkgewer, of sy verteenwoordiger, wat 'n loonaanvullingstarief vir daardie afdeling moet opstel. Die werknemerlede is geregtig op bystand van 'n amptenaar, of ander verteenwoordiger, van die vakvereniging.

(*b*) Aanvullende stukwerkskale moet op so'n basis vasgestel word dat, volgens die mening van die fabrieksafdelingskomitee, 'n werknemer wat oor gemiddelde bekwaamheid beskik, minstens 10 persent meer as die minimum loon wat vir dieselfde werksaamheid voorgeskryf word, kan verdien.

(*c*) Die Raad moet aan elke Distrikskomitee loonaanvullingstariewe uitreik ten opsigte van die volgende soorte skoene:—

(i) *Mansafdeling.*—Middelmatige kwaliteit, bruin kalfsleer met randsool, Oxford-manskoene.

(ii) *Damesafdeling.*—Middelmatige kwaliteit, swart glacé ¾ Court-dameskoene.

Daardie tariewe (wat hierin die Standaardtariewe genoem sal word), moet deur elke fabrieksafdelingskomitee, gesamentlike distriksafdelingskomitee en distrikskomitee gebruik word vir die doel van vasstelling van die stukwerkskale ten opsigte van die soorte skoene soos gespesifiseer in die Standaardtariewe onder normale omstandighede en vir die doel van berekening van hoeveelhede en stukwerkskale ten opsigte van ander soorte skoene.

(*d*) Die werkgewer moet by die distrikskomitee vir die gebied waarin sy fabriek gevestig is, 'n versoek om vrystelling indien tesaam met 'n tariefontwerp ooreenkomstig die bepalings van paragrawe (*a*) (*b*) en (*c*) hiervan wat die stukwerkskale waarvoor vrystelling verlang word, aantoon; met dien verstande dat indien daar volgens die mening van die Distrikskomitee bevind word dat dit onuitvoerbaar is om 'n fabrieksafdelingskomitee in 'n fabriek in te stel, die werkgewer 'n loonaanvullingstarief deur homself voorgestel ooreenkomstig die basis wat in paragrawe (*b*) en (*c*) hiervan bepaal is, saam met sy versoek om vrystelling aan die Distrikskomitee moet voorlê.

(*e*) Die Raad moet 'n gesamentlike distriksafdelingskomitee aanstel wat uit vier verteenwoordigers van werknemers en vier verteenwoordigers van werkgewers vir elke distrik en vir elke afdeling van die skoeiselnywerheid moet bestaan. Die komitee se werk is om die loontariewe wat ooreenkomstig die bepalings van paragraaf (*d*) hiervan ingedien word, te oorweeg en die Distrikskomitee daaroor te adviseer.

(*f*) Die Distrikskomitee moet alle geskilpunte of twyfelagtige punte in 'n loonaanvullingstarief tesame met die werkgewer en werknemers van die betrokke fabriek besleg.

(*g*) Indien die Distrikskomitee oortuig is dat daar gehandel is ooreenkomstig die beleid wat in hierdie artikel bepaal is, kan die komitee 'n vrystellingsertifikaat aan die betrokke werkgewer uitreik en die sertifikaat moet die volgende besonderhede bevat:—

(i) Die naam van die firma.

(ii) Die afdeling waarvoor vrystelling verleen word.

(iii) Die loonaanvullingstarief soos finaal deur die Distrikskomitee goedgekeur.

(iv) Die termyn van vrystelling.

(v) Die datum van inwerkingtreding.

(2) Wanneer 'n loonaanvullingstarief, waarvoor ooreenkomstig paragraaf (*g*) van subartikel (1) van hierdie artikel uitgereik is, in 'n afdeling van toepassing is, kan nog die werkgewer, of sy werknemers wat onder daardie tarief val, van stukwerkskale na tydskale terugkeer nie, tensy en totdat aan die betrokke Distrikskomitee vier weke skriftelike kennis gegee is van die voorneme om van stukwerkskale na tydskale terug te keer en die sodanige Distrikskomitee se skriftelike toestemming verkry is.

(3) Nieteenstaande enigiets strydigs in hierdie artikel vervat, moet 'n werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms op 'n grondslag van 'n loonaansporingskema, wat voor die datum van aanvang van hierdie Ooreenkoms ingestel is, werk, toegestaan word om op die grondslag van so'n skema voort te gaan; met dien verstande dat—

(i) binne een maand na die datum van inwerkingtreding van hierdie Ooreenkoms by die Distrikskomitee 'n versoek om toestemming om aldus voort te gaan, gedoen moet word;

(ii) die skema deur die fabrieksafdelingskomitee en die Distrikskomitee of waar so'n fabrieksafdelingskomitee nie bestaan nie, deur die Distrikskomitee goedgekeur is;

(iii) na goedkeuring kragtens die bepalings van paragraaf (ii), die Distrikskomitee vrystelling verleen, waarby die toepassing van so'n skema toegestaan word.

2. SUPPLEMENTARY WAGE SYSTEM.

(1) No piece-work, supplementary wage system or wage incentive scheme shall be applied in any establishment except by way of exemption which, notwithstanding the provisions of section 17 of Part I of this Agreement, may be granted by a District Committee after consultation with District Joint Departmental Committees as provided for in paragraph (*d*) hereof and in accordance with the following procedure:—

(*a*) In each factory in which the employer wishes to introduce a supplementary wage system there shall be set up a factory committee for each department concerned (hereinafter called a Departmental Factory Committee) consisting of four representatives of the employees in the department concerned with the employer or his representative to frame a supplementary wage statement for that department. The employee members shall be entitled to the assistance of an official or other representative of the trade union.

(*b*) Supplementary piece rates shall be determined on such a basis as will, in the opinion of the Departmental Factory Committee, permit an employee of average capacity to earn at least 10 per cent. more than the minimum rate prescribed for the same operation.

(*c*) There shall be issued by the Council to each District Committee supplementary wage statements in respect of the following types of shoes:—

(i) *Men's Section.*—Men's medium quality Oxford—welted—willow calf.

(ii) *Women's Section.*—Women's medium quality black glacé ¾ Court.

Such statements (hereinafter referred to as the Standard Statements), shall be used by each Departmental Factory Committee, District Joint Departmental Committee and District Committee for the purpose of arriving at piece-rates in respect of the types of shoes specified in the Standard Statements in normal conditions and for the purpose of calculating quantities and piece-rates in respect of other types of shoes.

(*d*) The employer shall submit to the District Committee for the area in which his fastory is situated, an application for exemption together with a draft statement drawn up in terms of paragraphs (*a*), (*b*) and (*c*) hereof indicating the piece-rates proposed to be introduced; provided that if in the opinion of the District Committee it is not found practicable to set up a Departmental Factory Committee in a factory, the employer shall, together with his application for exemption, submit to the District Committee his own proposed supplementary wage statement which shall be determined on the same basis as provided for in paragraphs (*b*) and (*c*) hereof.

(*e*) The Council shall appoint a District Joint Departmental Committee consisting of four representatives of the employees and four representatives of the employers in each district and in respect of each department of the Footwear Industry. The function of such committees shall be to consider the wage statements submitted in terms of paragraph (*d*) hereof and to advise the District Committee thereon.

(*f*) The District Committee shall settle all points of disagreement or obscurity in a statement in consultation with the employer and the employees in the factory concerned.

(*g*) The District Committee, if it is satisfied that the procedure laid down in this section has been complied with, may issue a licence of exemption to the employer concerned and such licence shall incorporate the following:—

(i) The name of the firm.

(ii) The department in respect of which exemption is granted.

(iii) The supplementary wage statement as finally approved by the District Committee.

(iv) Period of exemption.

(v) Date from which it shall operate.

(2) Once a supplementary wage statement in respect of which a licence of exemption has been issued in terms of paragraph (*g*) of sub-section (1) of this section has been put into operation in any department, neither the employer nor his employee affected by such statement shall revert from piece to time rates unless and until four weeks' written notice of the intention to revert from piece to time rates shall have been given to the District Committee concerned, and the written consent of such District Committee obtained. All matters materially affecting the operation of any supplementary wage statement shall be referred to the District Committee concerned.

(3) Notwithstanding anything to the contrary in this section contained an employer who at the datea of coming into force of this Agreement, is operating on the basis of a wage incentive scheme introduced prior to the date of commencement of this Agreement shall be permitted to continue on the basis of such scheme; provided—

(i) that application for such permission is made to the District Committee within one month from the date of coming into force of this Agreement;

(ii) that the scheme shall have been approved of by the Departmental Factory Committee and the District Committee or where no such Departmental Factory Committee exists by the District Committee only;

(iii) that after approval in terms of paragraph (ii) exemption in the form set out in paragraph (*g*) of sub-section (1) hereof is granted by the District Committee permitting of the operation of such scheme:

Voorts met dien verstande dat die distrikskomitee nie goedkeuring kan verleen nie aan enige aanvullingstarief wat nie in beginsel aan die betrokke standaardtarief soos in paragraaf (*c*) van subartikel (1) van hierdie artikel genoem, voldoen nie.

(4) Elke werkgewer aan wie 'n vrystellingsertifikaat kragtens die bepalings van paragraaf (*g*) van subartikel (1) hiervan verleen is, moet die verklaring van die loonaanvullingstarief soos in sodanige vrystellingsertifikaat vervat, in albei offisiële tale op 'n plek wat vir al die werknemers toeganklik is, vertoon.

(5) (*a*) Die Uitvoerende Komitee van die Raad moet optree as 'n Gesamentlike Nasionale Tariefkomitee aan wie die Distrikskomitees die verskeie tariewe wat goedgekeur is, moet deurstuur. Met die oog op die beginsel dat dit wenslik is om sover as moontlik 'n eenvormige sisteem van stukwerkskale te bereik, moet die Gesamentlike Nasionale Tariefkomitee alles in die werk stel om eenvormigheid van aanvullingstariewe in elke afdeling op 'n nasionale basis in ooreenstemming met die standaardtariewe soos genoem in paragraaf (*c*) van subartikel (1) van hierdie artikel, tot stand te bring.

(*b*) Ten einde uitvoering aan hierdie beleid te gee, moet die Uitvoerende Komitee, handelende as die Gesamentlike Nasionale Tariefkomitee, wanneer hy van mening is dat voldoende gegewens aan hom verstrek is in die vorm van tariewe wat behoorlik gemagtig is kragtens paragraaf (*g*) van subartikel (1) hiervan 'n Nasionale Aanvullingstariewekomitee aanstel met die doel om 'n standaardtarief saam te stel ten opsigte van alle ander bepaalde soorte skoene as dié wat in paragraaf (*c*) van subartikel (1) hiervan genoem word. Sodanige komitee moet daarna 'n standaardtarief opstel ooreenkomstig die Uitvoerende Komitee se opdrag en dit vir goedkeuring aan die Uitvoerende Komitee voorlê. Wanneer die Uitvoerende Komitee dit wenslik ag moet hy sodanige tarief vir bekragtiging na die Raad verwys. Na bekragtiging kan sodanige tarief daarna met goedkeuring van die Raad ingevoer word as 'n verdere Standaardtarief bo en behalwe hulle wat in paragraaf (*c*) van subartikel (1) hiervan genoem word.

(*c*) Onderworpe aan bekragtiging deur die Raad, het die Komitee ook die bevoegdheid om die bepalings van 'n Standaardtarief soos genoem in paragraaf (*c*) van subartikel (1) hiervan, of van enige verdere Standaardtariewe waarop ooreengekom mag wees op die manier soos genoem in paragraaf (*b*) hiervan, te wysig, verander en/of magtig; met dien verstande dat alvorens sodanige wysiging, verandering en/of magtiging aan te bring, hy die saak vir die doel van verslag en advies daaroor voorgelê het aan die Nasionale Aanvullingstariewekomitee soos genoem in paragraaf (*b*) hiervan.

3. Differensiële lone.

(1) Van geen werknemer kan vereis word om meer as twee van die werksaamhede bepaal in B, D, E en F, van artikel 1 van Aanhangsel A van hierdie Deel waarvoor lone van meer as £3. 7s. 6d. in distrik A en meer as £3. 4s. 2d. (£3. 7s. 6d. van 2 Augustus 1951) in distrik B voorgeskryf is, te verrig nie. Behoudens die bepalings van subartikel (3) hiervan, moet 'n werknemer wat in enige twee sodanige werksaamhede te werk gestel word, vir elke uur, of gedeelte van 'n uur, wat hy aan elke werksaamheid bestee, teen minstens die uurskaal wat op elke sodanige werksaamheid van toepassing is, betaal word; met dien verstande dat—

(i) as 'n werknemer gedurende 'n hele week uitsluitlik in 'n werksaamheid waarvoor 'n loon van meer as £3. 7s. 6d. in distrik A en meer as £3. 4s. 2d. (£3. 7s. 6d. van 2 Augustus 1951) in distrik B, betaalbaar is, te werk gestel word, sodanige werknemer vir die hele sodanige week teen minstens die skaal betaal moet word wat vir sodanige werksaamheid voorgeskryf is;

(ii) as 'n werknemer wat in diens is vir 'n werksaamheid waarop die hoër loon van toepassing is, vir meer as vier uur in 'n week te werk gestel word in 'n werksaamheid waarvoor 'n laer skaal van toepassing is, sodanige werknemer vir minstens 50 persent van die tyd wat gedurende daardie week gewerk is, betaal moet word teen die hoër loon en vir 50 persent van die tyd wat gewerk is teen die laer loon; maar as hy vir meer as 50 persent van die tyd wat gedurende daardie week gewerk is, te werk gestel is op 'n werksaamheid waarop die hoër loon van toepassing is, dan moet hy teen die uurloon wat op elke sodanige werksaamheid van toepassing is, betaal word;

(iii) as 'n werknemer wat ooreenkomstig die bepalings van (ii) hiervan in diens is, oortyd werk in 'n klas werk waarvoor 'n laer loon van toepassing is, is die skaal wat vir die oortyd van toepassing is, 50 persent van die hoër loon en 50 persent van die laer loon.

(2) 'n Werknemer wat in enige week enigeen van die werksaamhede genoem in subartikel (1) van hierdie artikel en ook een of meer van die werksaamhede moet verrig waarvoor lone van £3. 7s. 6d. of minder in distrik A en £3. 4s. 2d. (£3. 7s. 6d. van 2 Augustus 1951) of minder, in distrik B, voorgeskryf is, moet vir al die tyd wat hy gedurende daardie week werk, betaal word teen die loon van toepassing op die hoër of hoogsbetaalde werksaamhede waarvoor die hoogste loon voorgeskryf is.

(3) (*a*) 'n Werknemer wat sny soos bepaal in paragraaf B (i) van artikel 1 van Aanhangsel A van hierdie deel, van wie in enige week verlang word om buitestukke uit meer as een soort materiaal te sny, moet vir die uitsny van sodanige buitestukke betaal word asof hy vir al die tyd wat hy in daardie week gewerk

Provided further that the District Committee shall not approve of any supplementary wage statement which does not conform in principle to the relevant standard statement mentioned in paragraph (*c*) of sub-section (1) of this section.

(4) Every employer to whom a licence of exemption has been granted in terms of paragraph (*g*) of sub-section (1) hereof shall exhibit in both official languages in a place accessible to all employees the supplementary wage statement as incorporated in such licence of exemption.

(5) (*a*) The Executive Committee of the Council shall act as a Joint National Statement Committee to which the various statements when approved shall be transmitted by the District Committees. Having regard to the principle that it is desirable as far as possible that a uniform system of piece-rates shall obtain, the Joint National Statement Committee shall use every effort to bring about uniformity in supplementary wage statements in each department on a national basis in conformity with the Standard Statements mentioned in paragraph (*c*) of sub-section (1) of this section.

(*b*) In order to give effect to this policy, the Executive Committee acting as the Joint National Statement Committee shall, when it considers that sufficient material has been supplied to it in the form of statements duly authorised in terms of paragraph (*g*) of sub-section (1) hereof, appoint a National Supplementary Wage Committee for the purpose of framing a Standard Statement in respect of any particular type of shoe other than those mentioned in paragraph (*c*) of sub-section (1) hereof. Such Committee shall thereupon cause a Standard Statement to be framed in terms of the Executive Committee's instructions, and refer the same to the Executive Committee for approval. The Executive Committee shall if it considers it desirable refer such statement to the Council for ratification. Upon ratification, any such statement may thereafter with the approval of the Council be introduced as a further Standard Statement in addition to those mentioned in paragraph (*c*) of sub-section (1) hereof.

(*c*) The Executive Committee shall also, subject to ratification by the Council, have power from time to time to amend, vary and/or modify the terms of any Standard Statement mentioned in paragraph (*c*) of sub-section (1) hereof, or any further Standard Statements which may have been agreed upon in the manner referred to in paragraph (*b*) hereofffi provided that before making any such amendment, variation or modification it shall have submitted the matter to the National Supplementary Wage Committee mentioned in paragraph (*b*) hereof for the purpose of reporting and advising thereon.

3. Differential Rates.

(1) An employee may not be required to perform more than two operations specified in B, D, E and F of section 1 of Annexure A to this Part, for which wages of more than £3. 7s. 6d. in District A and more than £3. 4s. 2d. (£3. 7s. 6d. as from 2nd August, 1951), in District B, are prescribed. Subject to the provisions of sub-section (3) hereof, an employee who is employed on any two such operations shall be paid for each hour or part of an hour worked on each operation at not less than the hourly wage rate applicable to each such operation; provided that—

(i) if an employee is employed during the whole of a week solely on an operation in respect of which a wage of more than £3. 7s. 6d. in District A and more than £3. 4s. 2d. (£3. 7s. 6d. as from 2nd August, 1951) in District B, is payable, such employee shall for the whole of that week be paid at not less than the rate prescribed for such operation;

(ii) if an employee, who is employed on an operation to which the higher rate is applicable, is employed for more than four hours in any week on an operation to which a lower rate is applicable, such employee shall for at least 50 per cent. of the time worked during that week be paid at the higher rate and for 50 per cent. of the time worked at the lower rates; but if he is employed for more than 50 per cent. of the time worked during that week on an operation to which the higher rate is applicable he shall be paid at the hourly rate applicable to each such operation;

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

(2) An employee who is employed in any one week on any one of the operations mentioned in sub-section (1) of this section and also on one or more of the operations for which wages of £3. 7s. 6d. or less in District A and £3. 4s. 2d. (£3. 7s. 6d. as from 2nd August, 1951) or less in District B, are prescribed shall be paid at the wage aplicable to the higher or highest paid operation for the whole of the time worked in that week.

(3) (*a*) Any employee on clicking as provided for in paragraph B (i) of section 1 of Annexure A to this part who in any one week is required to cut outsides from more than one class of material shall be paid for the cutting of such outsides as though he were

het met materiaal waarvoor die hoogste loon voorgeskryf is. Vir hierdie doel word tonge nie as buitestukke beskou nie en kan gesny word teen die loon voorgeskryf in genoemde paragraaf B (i).

(*b*) Waar geen aantekenings ooreenkomstig paragraaf (*a*) van hierdie subartikel gehou word nie, moet die werkgewer aan die betrokke werknemer die loon betaal teen die hoër- of hoogsbetaalde werksaamheid vir alle tyd wat in daardie week gewerk is.

(4) (*a*) Die werkgewer moet aan elke werknemer op wie hierdie artikel van toepassing is, die aantekenboek verstrek in die vorm van Aanhangsel B van hierdie deel, waarin die werkgewer die werksaamheid wat verrig is en die begintyd en beëindigingtyd van elke werksaamheid moet aanteken. Die tye moet onderskeidelik by die begin en die beëindiging van die werksaamheid aangeteken word. Die boek moet gewoonlik in die werknemer se besit bly, maar moet aan die werkgewer oorhandig word as dit vir die doeleindes van sy aantekenings benodig is.

(*b*) As geen aantekenings ooreenkomstig paragraaf (*a*) van hierdie subartikel gehou word nie, moet die werkgewer aan die werknemer ten opsigte van alle tyd wat in daardie week gewerk is, die loon betaal wat op die hoër- of hoogsbetaalde werksaamheid van toepassing is.

4. SERTIFISERING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE.

Geen wekgewer mag 'n leerling laat sny, sole sny uit leer, oortrek, masjienleeswerk doen (uitgesonderd beddingleeswerk), soolrantjies sny, ru-afwerk en groefsny nie, tensy kragtens 'n sertifikaat deur die Raad, of die Uitvoerende Komitee uitgereik kragtens artikel 21 van Deel I van hierdie Ooreenkoms na die Raad, of die Uitvoerende Komitee, hom oortuig het dat behoorlike fasiliteite vir die opleiding van sodanige leerling bestaan.

5. ONGEKWALIFISEERDE VOLWASSE MANLIKE WERKNEMERS.

(1) 'n Manlike werknemer (behalwe 'n vakleerling) bo die ouderdom van 21 jaar, wat voorheen vir 'n tydperk van minstens twaalf maande in die nywerheid in diens was, en wat volgens mening van die Raad, of Uitvoerende Komitee, as gevolg van gebrek aan ervaring, onbekwaam is om 'n werksaamheid waarin hy in diens is, of in diens geneem moet word, en waarvoor die voorgeskrewe minimum loon meer as £3. 5s. per week is, bevredigend te doen, kan met goedkeuring van die Raad, of Uitvoerende Komitee, wat op voorafgaande aanbeveling van 'n Distrikskomitee, as daar een vir die betrokke gebied bestaan, kan handel, in sodanige werksaamheid as 'n ongekwalifiseerde manlike volwassene in diens geneem word teen 'n laer loon as die minimum loon in Aanhangsel A van hierdie deel voorgeskryf; met dien verstande dat sodanige laer loon nie laer mag wees nie as—

gedurende die eerste ses maande: £3. 5s. per week;
gedurende die tweede ses maande: £3. 12s. 6d. per week;
gedurende die volgende jaar: £3. 17s. 6d. per week;

daarna die voorgeskrewe loon vir die werksaamheid waarin hy in diens is; met dien verstande dat niks in hierdie artikel die uitwerking het om te verhinder dat 'n korter tydperk as twee jaar toegelaat word nie;

met dien verstande dat waar dit nie moontlik is om die voorafgaande goedkeuring van die Raad, of Uitvoerende Komitee, te verkry nie, 'n werknemer ten opsigte van wie aansoek gedoen is om toestemming om ingevolge die bepalings van hierdie subartikel as 'n ongekwalifiseerde volwasse manlike werknemer te werk, nie minder as die lone wat deur die Distrikskomitee bepaal is, vanaf die datum waarop hy so'n werksaamheid begin, betaal moet word nie.

Indien die Raad of die Uitvoerende Komitee 'n hoër loon vasstel as die loon wat deur die Distrikskomitee bepaal is, moet die hoër loon van toepassing wees vanaf die datum van die besluit van die Raad of die Uitvoerende Komitee.

Indien die Raad of die Uitvoerende Komitee die aansoek weier, kan agterstallige lone vir 'n tydperk bo ses weke slegs vanaf die datum van die aanvang van die werksaamheid bereken word.

(2) 'n Sertifikaat om 'n ongekwalifiseerde volwasse manlike werknemer ingevolge die bepalings van subartikel (1) in diens te neem, moet uitgereik word ten opsigte van elke aansoek wat deur die Raad, of Uitvoerende Komitee, goedgekeur is, en 'n afskrif moet aan die werknemer verstrek word.

(3) *Getalleverhouding van werknemers.*—(*a*) Die getal ongekwalifiseerde manlike volwassenes ingevolge die bepalings van subartikel (1) in diens in 'n inrigting, mag te enige tyd nie meer wees nie as een sodanige werknemer vir elke twintig of deel van twintig ander werknemers (behalwe leerlinge en vakleerlinge) wat ten opsigte van werksaamhede in artikels B, D, E en F van artikel 1 van Aanhangsel A van hierdie deel, meer as £3. 2s. 6d. per week ontvang.

(*b*) By die vasstelling van die getalleverhouding word werkgewers nie bygereken nie.

6. GEREEDSKAP.

Die werkgewer moet alle gereedskap kosteloos verskaf.

7. GETALLEVERHOUDINGOPGAWES.

Elke werkgewer moet uiterlik op die derde dag van elke kalendermaand aan die Distrikskomitee vir sy gebied, of as daar nie so'n Distrikskomitee bestaan nie, aan die Uitvoerende Komitee 'n staat voorlê wat ten opsigte van die laaste werkweek van die voorgaande maand aantoon die getalle werknemers wat deur die getalleverhoudingbepalings van hierdie Ooreenkoms geraak word en hul werksaamhede en loonskale, tesaam met 'n verduideliking van enige getalleverhoudingonreëlmatigheid.

employed for the whole of the time worked in that week upon the higher or highest rated material. For this purpose tongues shall not be regarded as outsides and may be cut at the rate prescribed in the said paragraph B (i).

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

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

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

4. LICENSING OF LEARNERS ON CERTAIN OPERATIONS.

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

5. UNQUALIFIED MALE ADULT EMPLOYEES.

(1) A male employee (other than an apprentice) over the age of 21 years who has been previously employed in the Industry for a period of not less than twelve months, and who in the opinion of the Council or Executive is not able, owing to lack of experience, to perform satisfactorily an operation on which he is or is to be employed and for which the prescribed minimum wage is more than £3. 5s. per week, may, with the approval of the Council or Executive (which may act upon the prior recommendation of a District Committee where one exists for the area concerned), be employed on such operation as an unqualified male adult at less than the minimum wage prescribed in Annexure A to this part; provided that such lower wage shall not be less than—

for the first six months: Not less than £3. 5s. per week;
for the second six months: Not less than £3. 12s. 6d. per week;
for the next year: Not less than £3. 17s. 6d. per week;

thereafter at the prescribed wage for the operation on which he is employed; provided that nothing in this clause shall operate to prevent a shorter period than two years being permitted:

Provided that where it is not possible to obtain the prior approval of the Council or Executive an employee in respect of whom an application has been made for permission to work as an unqualified male adult in terms of this sub-section shall be paid at not less than the rates laid down by the District Committee from the date he commences on such operation.

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

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

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

(3) *Ratio of Employees.*—(*a*) The number of unqualified male adults employed in terms of sub-section (1) in an establishment shall not at any time exceed one such employee to each twenty or part of twenty other employees (excluding learners and apprentices) receiving more than £3. 2s. 6d. per week on operations within sections B, D, E and F of section 1 of Annexure A to this part.

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

6. TOOLS.

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

7. RATIO RETURNS.

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

AANHANGSEL A VAN DEEL II VAN DIE OOREENKOMS.

1. LEERSKOEISEL, BEHALWE PLATNATE EN DOPPERS.

	Distrik A. Per week. £ s. d.	Distrik B. Per week. £ s. d.	Distrik B. Per week, van 2/8/51. £ s. d.
A.—Ontwerpafdeling.			
(i) Gekwalifiseerde werknemers in diens as patroonsnyers wat oorspronklike ontwerpe maak en met die hand gradeer volgens beperkings, en/of skoentekenaars	6 5 0	6 1 9	6 5 0
(ii) Gekwalifiseerde werknemers— (a) in diens by gradeer met die hand, maar nie volgens beperkings nie en wat nie oorspronklike ontwerpe maak nie; (b) wat gradeermasjiene bedien en volgens beperkings gradeer; (c) gekwalifiseerde werknemers wat oorspronklike voeringpatrone volgens bostukke sny in gevalle waar geen leeseksemplare of oorspronklike standaarde produseer word nie	5 5 0	5 2 3	5 5 0
(iii) Gekwalifiseerde werknemers— wat gradeermasjiene bedien, maar nie volgens beperkings gradeer nie; in diens in verband met enige werksaamhede wat nie in (i) en (ii) hiervan bepaal word nie	4 2 6	4 0 5	4 2 6
B.—Snyafdeling.			
Gekwalifiseerde werknemers—			
(i) Snywerk—			
(a) Bas- of chroomgelooide splitleer, bas- of semi-chroomgelooide kalfsleer, chroomgelooide suede-kalfsleer, en basgelooide skaap- en bokvelle; Wit chroomgelooide leer alleen gebruik vir die maak van skoene in een stuk, bluchers en velskoene, maar met uitsondering van mynwerker- en half-mynwerkerskoeisel (alles in Suid-Afrika gelooi); Kinderskoeisel, enige materiaal, alle nommers tot en met nommer 1½ en alle leerpantoffels (vir mans, vrouens en kinders)	5 10 0	5 7 3	5 10 0
(b) Enige ander leer, met inbegrip van reliefleer, weefstowwe, uitsluitende mynwerkers- en half-mynwerkerskoeisel	6 5 0	6 1 11	6 5 0
Ingeval van enige geskil, betreffende wat reliefleer is, is die Raad se uitspraak finaal.			
Met dien verstande dat een uit elke drie of gedeelte van drie gekwalifiseerde snyers ingevolge hierdie paragraaf in diens, betaal moet word teen	6 5 0	6 1 11	6 5 0
By berekening van hierdie getalleverhouding, moet die sorteerder van gesnyde ware meegetel word, indien hy uitsluitlik sorteer- en/of snywerk doen.			
„ Gedeelte van drie " beteken die orige van minstens twee nadat die totale getal vakmanne deur drie gedeel is.			
(c) Mynwerkers- en halfmynwerkerskoeisel en leërstewels—			
(1) gemaak om 'n kontrak uit te voer	6 5 0	6 1 11	6 5 0
(2) nie gemaak om 'n kontrak uit te voer nie	6 5 0	6 1 11	6 5 0
met dien verstande dat alle sodanige skoeisel beskou sal word as gemaak om 'n kontrak uit te voer tensy die teenoorgestelde bewys word.			
Getalleverhouding.—Vir elke vier of gedeelte van vier gekwalifiseerde snyers, mag daar hoogstens een leerling of vakleerling op proef in diens geneem word, met dien verstande dat vir die doel van hierdie artikel vakleerlinge as leerlinge beskou moet word.			
„ Gedeelte van vier " beteken die orige van minstens een nadat die totale getal gekwalifiseerde snyers deur vier gedeel is.			
(ii) Die sny van voering, binnesool en passtukke en/of klein belegsels en/of uitsnysels wat met 'n pers of 'n houthamer uitgeklop is:—			
Binnetonge en nou agterkante van kinder-, seuns- en meisiesmasjiengestikte werk van Oxford-Derbypatrone uit oorskotleer sny	4 5 0	4 2 11	4 5 0
Vir alle ander tonge en agterkante wat uitgesny word, moet betaal word teen die loon van toepassing op uitsny van die materiaal ingevolge paragraaf (i) hiervan.			
Opmerking.—'n Belegsel is 'n versiersel wat nie 'n noodsaaklike deel van die boskoen is nie. Die beslissing van die Raad na ondersoek is finaal ingeval van 'n geskil aangaande wat onder die uitdrukking „ klein belegsels " verstaan word.			
Getalleverhouding.—Vir elke gekwalifiseerde werknemer in hierdie afdeling mag daar nie meer as twee leerlinge teen lone ooreenkomstig die loon vasgestel vir leerlinge in afdeling H van hierdie Aanhangsel in diens geneem word nie.			
(iii) Patrone uitgee—			
Leersplitmasjiene bedien	4 2 6	4 0 5	4 2 6
(iv) Nommers stempel en/of kleur—			
Toevoeging van Acme-agterkante	3 7 6	3 5 10	3 7 6
C.—Sluitafdeling.			
Gekwalifiseerde werknemers wat diens doen in verband met—			
(i) Werk met Puritanmasjiene	4 10 0	4 7 9	4 10 0
(ii) Vasnaai van voorskote op bostukke op buitesoolstikwerk	4 10 0	4 7 9	4 10 0
(iii) Werk met Pilotmasjiene	4 5 0	4 2 11	4 5 0
(iv) Ander masjienwerk:—			
(a) Alle inmekaarsitwerksaamhede met bas- en chroomgelooide splitleer, bas- en semi-chroomgelooide kalfsleer, suede- en chroomgelooide kalfsleer. Voering met masjien inwerk; Wit chroomgelooide kalfsleer alleen gebruik vir die vervaardiging van stewels in een stuk bluchers en velskoene, maar met uitsondering van mynwerker- en halfmynwerkerskoeisel (alles in Suid-Afrika gelooi)	3 2 6	3 2 6	3 2 6
(b) Werksaamhede met ander leer as die in (a) bepaal:— Stikwerk aan voorstukke; Bykomende rye stikwerk op die voorstuk stik parallel met die voorstuk-stikwerk; Stikwerk aan skoene met synaat rondom; Fantasieskoene op die saamhoustelsel, geheel met masjien gestik, alle soorte; Fantasiewerk op die saamhoustelsel met inbegrip van boordjies, uitsnysels, oplegsels en fantasiestikwerk, sonder merkers; Randwerk of enige proses met afwerkmasjien, uitsluitende Oxford- en Derbypatrone; Derbysykante; Voorstukke met kwartstukke oor voorstukke	3 10 0	3 8 3	3 10 0
(c) Ander werksaamhede as dié in (a) en (b) hierbo bepaal, met inbegrip van bindwerk vir Franse bindwerk aanbring, of plet- of spilmasjien; Alle masjienwerk aan leërstewels behalwe Pilot- en Puritanmasjienwerk	3 10 0	3 8 3	3 10 0
(d) Alle werksaamhede aan kinderskoeisel tot nommer 1½; Alle leerpantoffels (vir mans, vrouens en kinders); Alle werksaamhede aan rund- en kalfsleer (met uitsondering van stikwerk aan skoene met synaat rondom, fantasiewerk en mynwerker- en/of half-mynwerkerskoeisel)	3 2 6	3 2 6	3 2 6
(v) Vetergate maak en perforeer, afskaaf, vou en blink vryf met die masjien of hand, en op die blok pas—			
(a) Bas- en chroomgelooide splitleer; Bas- en semi-chroomgelooide en chroomgelooide suede kalfsleer, en basgelooide skaap- en bokvelle; Wit chroomgelooide kalfsleer alleen vir die vervaardiging van stewels in een stuk, bluchers en velskoene (alles in Suid-Afrika gelooi)	3 2 6	3 2 6	3 2 6
(b) Alle ander leer			

	Distrik A. Per week. £ s. d.	Distrik B. Per week. £ s. d.	Distrik B. Per week, van 2/8/51. £ s. d.
(vi) Plat bindwerk Binnevasstik Omdraai van bindwerk Gespe- en knoopsluiting Knoopsgate maak Omboor Handdeurslaanwerk Kruis- en bandstikwerk Nate stryk Nate platslaan Strikke en gespes met die hand of masjien aanwerk Bankwerkers (behalwe dié wat paswerk op die blok doen)	3 2 6	3 2 6	3 2 6
D.—Afdeling vir Sole en Hakke.			
Klas I-werksaamhede.			
Gekwalifiseerde werknemers— (i) As soolsnyers uit leer Op sorteer en pas van ongegradeerde en ongestempelde voorrade Op sorteer van gegradeerde en gestempelde voorrade	6 0 0	5 17 0	6 0 0
(ii) As snyers van binnesole, verstywers, binnestroke, neussteune uit ander leer as splitleer- en soolsnyers uit ander materiaal as leer Aan pers van gevormde rubbersole op die pers (Getalleverhouding.—Sien afdeling J.)	5 5 0	5 2 5	5 5 0
Klas II-werksaamhede.			
Gekwalifiseerde werknemer op— (i) Groefsny—			
Randgenaaide binnesole	4 5 0	4 5 0	4 5 0
Ander werk	4 5 0	4 2 11	4 5 0
Perssnywerk, behalwe die onder klas I genoem	4 7 6	4 5 4	4 7 6
(ii) Inmekaarsit uit gesorteerde en gegradeerde voorraad Bekleedsel splits Seil en seilstroke opsit Hakvoorkant gladmaak Hakke maak Hakke saampers Spykerwerk Sole en binnesole afrond Groewe maak en sole skaaf Punte vul (Getalleverhouding.—Sien afdeling J.)	4 2 6	4 0 5	4 2 6
Klas III-werksaamhede.			
Gekwalifiseerde werknemers op— Snye oopmaak Rande bedek Middelsool afwerk Buig Kante van binnesole afskaaf Vasspyker van sooltjies en/of rande Omboor van 'n binnesool Skuurwerksaamhede in perskamer Bruginmekaarsitwerk Brugvorming Afskaaf Nommers stempel Sole, binnesole en verstywers vorm Sole en binnesole splits Soolgradeermasjien bedien Rofmaak van sole vir aanplakwerk Rubberlym aansmeer Verstywers poleer en krimp Randsole voorberei (Getalleverhouding.—Sien afdeling J.)	3 7 6	3 5 10	3 7 6
E.—Maakafdeling.			
Klas I-werksaamhede.			
Gekwalifiseerde werknemers op— (i) Oortrek en „consol"-leeswerk en/of „little way"-leeswerk—			
(*a*) Randsoolwerk behalwe werk waar die randsool met krammetjies vasgesit word	6 0 0	6 0 0	6 0 0
(*b*) Spykers- en/of spyker- en naaiwerk met uitsondering van mynwerker- en halfmynwerkerskoeisel en leërstewels	5 5 0	5 2 5	5 5 0
(*c*) Alle ander grade	6 0 0	5 17 0	6 0 0
(ii) Leeswerk aan beddings (alleen neusstukke):—			
(*a*) Randsoolwerk behalwe werk waar die randsool met krammetjies vasgesit word	6 0 0	6 0 0	6 0 0
(*b*) Ander werk	6 0 0	5 17 0	6 0 0
(iii) Leeswerk aan beddings en kante met enige masjien:—			
(*a*) Randsoolwerk behalwe werk waar die randsool met krammetjies vasgesit word	4 15 0	4 15 0	4 15 0
(*b*) Ander werk	4 15 0	4 12 8	4 15 0
Opmerking.—As van 'n leesmasjienbediender vereis word om skoeisel te lees (d.w.s. bedding en/of bo-leer en neusstukke) moet hom die hoogste loon betaal word en geen verskillende lone mag toegepas word nie. As van 'n oortrek- en/of konsolemasjienbediener vereis word om op enige afsonderlike dag oortrek- en leeswerk aan 'n neusstuk, bedding en/of bo-leer te verrig, moet hy teen die hoogste lone betaal word en geen verskillende loonskale mag toegepas word nie.			
(iv) Sool geheel vassit met randsoolmasjien Randsool vaskram	4 5 0	4 2 11	4 5 0
(v) Randsool naai	6 0 0	6 0 0	6 0 0
(vi) Ru-afwerking:—			
(*a*) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word	6 0 0	6 0 0	6 0 0
(*b*) Ander werk	6 0 0	5 17 0	6 0 0
(vii) Sool naai	6 0 0	5 17 0	6 0 0
(viii) Sool stik—			
(*a*) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word	6 0 0	6 0 0	6 0 0
(*b*) Ander werk	6 0 0	5 17 0	6 0 0
(ix) (*a*) Masjiengestikte bo-leer aan sole kram	4 5 0	4 2 11	4 5 0
(*b*) Stutdekkings met masjien vee	4 5 0	4 2 11	4 5 0

	Distrik A. Per week. £ s. d.	Distrik B. Per week. £ s. d.	Per week, van 2/8/51. £ s. d.
(x) Uitklopwerk.—(Opmerking—geen werknemers onder 18 jaar oud mag vir uitklopwerk in diens wees nie):—			
(*a*) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word	5 0 0	5 0 0	5 0 0
(*b*) Mynwerker- en mynwerkertipeskoeisel en leër- en leërtipeskoeisel	5 10 0	5 7 3	5 10 0
„ Leërtipeskoeisel " beteken die swaar tipe stewel waarvan dieselfde swaar werk as kontrakleërstewels verwag word.			
(*c*) Ander werk	5 0 0	4 17 6	5 0 0

(Getalleverhouding.—Maakafdeling.)

Klas I-werksaamhede.

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

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

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

Klas II-werksaamhede.

Gekwalifiseerde werknemers op—

Aansit met gom-proses:—

Sool regsit aan bo-leer en terselfdertyd perswerk verrig
Sool regsit aan voorkant van bo-leer en bedding voordat perswerk verrig word
Perswerk aan sool wat reggesit is (sien klas III vir vasspyker aan bedding alleen)
Sole aanmekaar naai met 'n ander masjien as 'n snelstikmasjien voordat hulle aan die skoen vasgenaai word, maar met uitsondering van mynwerker- en half-mynwerkerskoeisel
Inmekaarsit van masjiengestikte werk of oortrek van masjiengestikte werk
Kopspykers inslaan met die hand of masjien
Toonplate en hakskerms met die hand of masjien aanbring
Hakke aansit
Knoppies en kruissooltjies aan voetbalskoene sit
Handskaafwerk, behalwe masjiengestikte werk
Binnenate afwerk
Voegwerk (voerings, skoonmaak aan bostukke oor aansluitings vasspyker)
Losspyker of vasspyker van voorkwarte en brugge
Louis-bekleedsel met die hand afwerk
Masjinaal gelykmaak
Vasskroefwerk
Met masjien gestikte, gespykerde en/of gespykerde en genaaide sole aanbring
Verstyf, hoeke maak en vasspyker
Steke skei
Draadspykerwerk
Vorentoe vasspyker van hakbeddings
Rofmaak van bo-leer
Brug kleiner maak nadat dit genaai is
Houthakke pas
Rande uitklop en skaaf
Gedrewe werk op randsole doen

	Distrik A.	Distrik B.	Per week, van 2/8/51.
	£ s. d.	£ s. d.	£ s. d.
	4 2 6	4 0 5	4 2 6

(Getalleverhouding.—Sien afdeling J).

Klas III-werksaamhede.

Gekwalifiseerde werknemers op—

Klopwerk
Onderskoen opvul
Groewe en rante afwerk en sluit
Spykers voer in masjien vir hakke aan te sit
Gelykmaak van masjiengestikte dele met die hand
Hakke oortrek
Insit van verstywers in bo-leer en neusstuk
Louis-hakbekleedsel met die hand afwerk
Louis-hak gladmaak
Louis-hakbekleedsel met die masjien afwerk
Fatsoeneer van beddings aan met masjien gestikte werk
Beddings met spykers inslaan en/of vasslaan
Beddings rondmaak
Middels aansit
Sool aan bedding spyker vir gomproses
Rubberlym aansmeer, bevogtig en vasplak
Kopspykers sorteer
Groefsny in sole, randsoolwerk en/of rubbersole
Vasspyker van sole of pas van binnesole
Spykers uittrek
Onderste dele aan lees vasspyker

	Distrik A.	Distrik B.	Per week, van 2/8/51.
	£ s. d.	£ s. d.	£ s. d.
	3 7 6	3 5 10	3 7 6

Spykers in agterstukke slaan voordat dit oorgetrek word op skoene met toe rugge, en spykers word hoogstens 1 duim van die middel van die agterste van hakvlak geplaas (sien tekening)

Sandaalrugge spyker waar geen verstywers gebruik word nie
Bostukke aan masjiengestikte dele en sandale spyker
Alle ander draadkramwerk
Krammetjies uittrek nadat die bo-leer met die lees vasgestik is
Bo-leer afwerk

(Getalleverhouding.—Sien afdeling J.)

	Distrik A. Per week. £ s. d.	Distrik B. Per week. £ s. d.	Per week, van 2/8/51. £ s. d.
Handleerwerksaamhede.			
Gekwalifiseerde werknemers op—			
(i) Met die hand oortrek en/of handleeswerk aan mynwerker- en half-mynwerkerskoeisel. OPMERKING.—Geen kwantum of aanvullende loon word toegestaan vir handleeswerk aan mynwerker- en half-mynwerkerskoeisel nie.	5 5 0	5 2 5	5 5 0
(ii) Ander oortrek met die hand en/of handleeswerk; Handleeswerk aan beddings van masjiengestikte dele; Bankwerk met die hand soos vasspyker en sole en/of hakke met die hand aansit, asook rubber-kwartpunte; Leerstrokies aan houtsole spyker. [Getalleverhouding.—Vir elke gekwalifiseerde werknemer wat werksaamhede bepaal in (i) en (ii) doen, mag daar hoogstens een leerling in diens geneem word.]	4 2 6	4 0 5	4 2 6
F.—AFWERKAFDELING.			
Klas I-werksaamhede.			
Gekwalifiseerde werknemers op—			
(1) Gladsny van rande:—			
(i) Spyker- en/of spyker- en naaiwerk, maar met uitsondering van mynwerker- en half-mynwerker- en leërstewels; Rubbersole en rubberkomposisiesole; Kinderskoeisel tot en met nommer 1½; Alle pantoffels (vir mans, vrouens en kinders); Masjiengestikte skoeisel vervaardig uit rund- en kalfsleer	5 5 0	5 2 5	5 5 0
(ii) Alle ander werk	6 0 0	5 17 0	6 0 0
(2) Afwerk van rande:—			
(i) Gespykerde en/of gespykerde en genaaide werk, maar met uitsondering van mynwerker en half-mynwerker- en leërstewels; Binnesole; Brugge en/of bo-stukke; Kinderskoeisel, alle nommers tot en met nommer 1½; Alle pantoffels (vir mans, vrouens en kinders); Masjiengestikte skoeisel vervaardig uit rund- en kalfsleer	4 5 0	4 2 11	4 5 0
(ii) Outomatiese masjien vir die afwerk van rande, alle grade	5 5 0	5 2 5	5 5 0
(iii) Alle ander werk	5 5 0	5 2 5	5 5 0
(3) Hakke afwerk	4 5 0	4 2 11	4 5 0
(Getalleverhouding.—Sien afdeling J).			
Klas II-werksaamhede.			
Gekwalifiseerde werknemers op—			
Betinslagwerk met die hand of masjien; Hakke skuur; Haksproeiwerk; Uitholwerk; Heeltemal afwerk met die hand; Afwerk van bo-stukke; Werk met bunkwiel; Gladstryk van Louis-bekleedsel; Rande en onderkante afvryf, en gebreke aan rande, hakke, brugge, hoeke of onderdele herstel en rand afwerk; Beddingswielwerk; Sole gladstryk (d.i. die rand of voorste deel of brug van die sool met masjien- of met die handgereedskap afwerk, hetsy voor of nadat die ondersool nagemaak en gepoleer is); Gedrewe werk op randsole doen	4 2 6	4 0 5	4 2 6
(Getalleverhouding.—Sien afdeling J).			
Klas III-werksaamhede.			
Gekwalifiseerde werknemers op—			
Borsel, opvul en/of blinkvryf; Gedrewe werk op sole doen; Met die vingers skuur; Hakke sny; Swartmaak, kleur, was aansmeer en bevogtig; Leeste insit, uittrek en wegbêre; Holwerk (die band onder die soolrand verwyder); Rande en sole afvryf	3 7 6	3 5 10	3 7 6
(Getalleverhouding.—Sien afdeling J).			
G.—SKOENKAMER.			
Gekwalifiseerde werknemers op—			
Namaakwerk, herstel van bo-stukke na afwerking	5 0 0	4 17 6	5 0 0
Herstelwerk aan verlakte skoeisel; Relief en/of stempelwerk doen; In dose verpak; Rangskik en/of sorteer; Poleer en skoonmaak met die hand; Uitstryk; Van etikette voorsien; Afwerk van voering; Nommers op skoeisel stempel; Binnesole insit; Beskrywing en nommers op etikette stempel	3 0 0	3 0 0	3 0 0

ANNEXURE A TO PART II OF THE AGREEMENT.

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

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
A.—Pattern Department.			
(i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen	6 5 0	6 1 9	6 5 0
(ii) Qualified employees— (*a*) employed on hand grading but not to restrictions and not producing original standards... (*b*) employed on grading machines and grading to restrictions... (*c*) employed on making original lining patterns from upper patterns, where no last copies or original standards are produced	5 5 0	5 2 3	5 5 0
(iii) Qualified employees— on grading machines but not grading to restrictions... on any operation not specified in (i) and (ii) hereof	4 2 6	4 0 5	4 2 6
B.—Clicking Department.			
Qualified employees on:—			
(i) Clicking— (*a*) Vegetable or chrome split, vegetable or semi-chrome kip, suede chrome kip and vegetable tanned sheepskins and goatskins... White full chrome kip for the production of whole-cuts, bluchers and veldschoens only, but excluding miners' and miners' type footwear (all South African tannage)... Children's work, any material, all sizes up to and including size 1½ and all leather slippers (men's, women's and children's)	5 10 0	5 7 3	5 10 0
(*b*) Any other leather, including fancy embossed leathers, fabrics, but excluding miners' and miners' type footwear	6 5 0	6 1 11	6 5 0
In the event of any dispute as to what are "fancy embossed leathers" the Council's decision shall be final.			
Provided that one qualified clicker in three, or part of three, employed in terms of this paragraph shall receive	6 5 0	6 1 11	6 5 0
In calculating this ratio the sorter of cut stuff shall be included, if solely employed on sorting and/or cutting. "Part of three" means a remainder of not less than two after the total number of journeymen has been divided by three.			
(*c*) Miners' and miners' type and army boots— (1) made in execution of a contract	6 5 0	6 1 11	6 5 0
(2) not made in execution of a contract	6 5 0	6 1 11	6 5 0
provided that all such footwear shall be deemed to have been made in execution of a contract unless the contrary is proved.			
Ratio.—For every four or part of four qualified clickers there may be employed not more than one learner or probationer-apprentice, provided that for the purpose of this section apprentices shall be regarded as learners. "Part of four" shall mean a remainder of not less than one after the total number of qualified clickers has been divided by four.			
(ii) Lining, sock and fitting, cutting, and/or small trimmings and/or cut-outs died out by press or mallet:— Cutting from offal of inside tongues and narrow backstraps for children's, youths' and maids' stitchdowns of Oxford and Derby patterns	4 5 0	4 2 11	4 5 0
All other tongue and backstrap cutting shall be paid for at the rate applicable to clicking of the materials in terms of paragraph (i) hereof.			
Note.—A trimming is a decoration not being an essential part of the shoe upper. In the event of any disputes as to what comprises a "small trimming" the Council's decision shall after investigation, be final.			
Ratio.—For every qualified employee in this section there may be employed not more than two learners at wages in accordance with the scale laid down for learners in Section H of this Annexure.			
(iii) Giving out patterns— Operating splitting machine	4 2 6	4 0 5	4 2 6
(iv) Size stamping and/or painting— Applying acme backing	3 7 6	3 5 10	3 7 6
C.—Closing Department.			
Qualified employees on:—			
(i) Puritan machining	4 10 0	4 7 9	4 10 0
(ii) Stitching aprons on uppers on outsole stitching machines	4 10 0	4 7 9	4 10 0
(iii) Pilot machining	4 5 0	4 2 11	4 5 0
(iv) Other machining— (*a*) All closing operations on vegetable and chrome split, vegetable and semi-chrome kip, suede and chrome kip lining machining... White full chrome kip for the production only of whole-cuts, bluchers, and veldschoens, but excluding miners' and miners' type footwear (all of South African tannage)	3 2 6	3 2 6	3 2 6
(*b*) Operations on leathers other than those specified in (*a*):— Vamping... Machining additional rows of stitching on the vamp parallel to the vamp stitching... Golosh machining (whole goloshes)... Fancy shoes on the held-together system, machined through (all classes)... Fancy machining on the held-together system, including collars, cut-outs, overlays and fancy pattern stitching without markers... Running round or any operation or post-trimming machine, excluding Oxford and Derby pattern Derbysides... Vamping shoes with quarters over vamps	3 10 0	3 8 3	3 10 0
(*c*) Operations other than those specified in (*a*) and (*b*) above, including attaching binding for French binding on flat or post machine... All machining on army boots other than pilot and puritan machining	3 10 0	3 8 3	3 10 0
(*d*) All operations on children's work up to size 1½... All leather slippers (men's, women's and children's)... All operations on box hide and willow hide (excluding goloshing, fancy work and miners' and/or miners' type)	3 2 6	3 2 6	3 2 6
(v) Eyeletting, perforating, skiving, folding and burnishing by machine or hand and fitting on block— (*a*) Vegetable and chrome split... Vegetable and semi-chrome kip suede chrome kip and vegetable tanned sheepskins and goatskins... White full chrome kip for the production only of whole cuts, bluchers and veldschoens (all of South African tannage)... (*b*) All other leathers	3 2 6	3 2 6	3 2 6

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
(vi) Flat binding Bagging Turning of binding Buckle and button fastening Button holing Lacing Hand punching Staying and taping Seam rubbing Seam hammering Sewing on bows and buckles by hand or machine Table hands (other than those fitting on block)	3 2 6	3 2 6	3 2 6

D.—ROUGH STUFF DEPARTMENT.

Class I Operations.

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
Qualified employees:—			
(i) As sole cutters from leather On sorting and fitting up ungraded and unstamped stock On sorting graded and stamped stock	6 0 0	5 17 0	6 0 0
(ii) As cutters of insoles, stiffeners, throughs, runners and puffs from leather other than split, and sole cutters of material other than leather On reducing shaped rubber soles on the press	5 5 0	5 2 5	5 5 0

(Ratio.—See Section J.)

Class II Operations.

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
Qualified employees on:—			
(i) Channelling—			
Welted insoles	4 5 0	4 5 0	4 5 0
Other work	4 5 0	4 2 11	4 5 0
Press cutting operations other than those in Class I	4 7 6	4 5 4	4 7 6
(ii) Assembling from sorted and graded stock Flap splitting Gemming and taping Heel breasting Heel building Heel compressing Slugging Sole and insole rounding Sole grooving Tip filling	4 2 6	4 0 5	4 2 6

(Ratio.—See Section J.)

Class III Operations.

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
Qualified employees on:—			
Channel opening Edge covering Edge reducing Flexing Insole feathering Lift and/or rand tacking Lip turning Press room scouring operations Shank assembling Shank moulding Skiving Size stamping Sole, insole and stiffener moulding Sole and insole splitting Sole grading machine operating Sole roughening for stuck-on work Solutioning Stiffener waxing and crimping Welt preparation	3 7 6	3 5 10	3 7 6

(Ratio.—See Section J.)

E.—MAKING DEPARTMENT.

Class I Operations.

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
Qualified employees on:—			
(i) Pulling over, consol lasting and/or Littleway Lasting:—			
(*a*) Welted work other than staple welted work	6 0 0	6 0 0	6 0 0
(*b*) Riveted and/or riveted and stitched work, excluding miners' and miners' type, and army boots	5 5 0	5 2 5	5 5 0
(*c*) All other grades	6 0 0	5 17 0	6 0 0
(ii) Bed lasting (toes only):—			
(*a*) Welted work other than staple welted work	6 0 0	6 0 0	6 0 0
(*b*) Other work	6 0 0	5 17 0	6 0 0
(iii) Lasting of seats and sides by any machine:—			
(*a*) Welted work other than staple welted work	4 15 0	4 15 0	4 15 0
(*b*) Other work	4 15 0	4 12 8	4 15 0
NOTE.—If a lasting machine operator is required to last boots or shoes through (i.e. seats and/or sides and toes), he shall be paid at the highest rate and no differential rates may be applied. If a pullover and/or consol lasting machine operator is required on any one day to work on pulling over and lasting toes, seat and/or sides, he shall be paid at the highest rate and no differential rate shall be applied.			
(iv) Complete sole attaching by staple machine Staple welt attaching	4 5 0	4 2 11	4 5 0
(v) Welt sewing	6 0 0	6 0 0	6 0 0
(vi) Rough rounding:—			
(*a*) Welted work other than staple welted work	6 0 0	6 0 0	6 0 0
(*b*) Other work	6 0 0	5 17 0	6 0 0
(vii) Sole sewing	6 0 0	5 17 0	6 0 0
(viii) Sole stitching:—			
(*a*) Welted work other than staple welted work	6 0 0	6 0 0	6 0 0
(*b*) Other work	6 0 0	5 17 0	6 0 0
(ix) (*a*) Stitchdown staple lasting	4 5 0	4 2 11	4 5 0
(*b*) Wiping platform covers by machine	4 5 0	4 2 11	4 5 0

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
(x) Pounding.—(Note—No employee under the age of 18 years may be employed upon pounding):—			
(a) Welted work other than staple welted work	5 0 0	5 0 0	5 0 0
(b) Miners' and miners' type and Army and Army type boots	5 10 0	5 7 3	5 10 0
"Army type boots" means the heavy type of boot involving the same strenuous pounding pounding as contract Army boots.			
(c) Other work	5 0 0	4 17 6	5 0 0

(Ratio.—Making Department.)

Class I Operations.

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

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

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

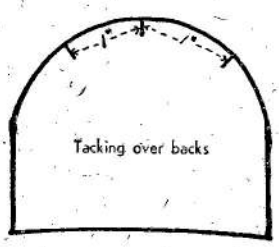
Class II Opreations.

Qualified employees on:—			
Stuck-on process work—			
Sole positioning on upper and press, operating in one operation			
Sole positioning on upper at forepart and seat before pressing			
Press operating with sole previously positioned (see Class III for tacking at seat only)			
Stitching soles together by machine other than the rapid stitcher prior to being attached to footwear, but excluding miners' and miners' type footwear			
Stitchdown assembling or pulling over stitchdown work			
Hobnailing by hand or machine			
Putting on toe plates and heel tips by hand or machine			
Heel attaching			
Football boot studding and barring			
Hand levelling other than stitchdown			
Inseam trimming			
Jointing (clearing linings and tacking upper down over joints)	4 2 6	4 0 5	4 2 6
Loose nailing or pogging foreparts and waists			
Louis flap trimming by hand			
Machine levelling			
Screwing			
Sole attaching, machine-sewn, riveted and/or riveted and stitched work			
Stiffener cornering and tacking			
Stitch separating			
String nailing			
Tacking forward of heel seats			
Upper roughening			
Waist reducing after being sewn			
Woodheel fitting			
Welt butting and skiving			
Welt wheeling			

(Ratio.—See Section J.)

Class III Operations.

Qualified employees on:—			
Beating			
Bottom filling			
Channel closing and edge raising			
Feeding nails to heeling machine			
Hand levelling of stitchdowns			
Heel covering			
Inserting stiffeners and puffs			
Louis heel flap clamping, Louis heel slicking			
Louis heel flap trimming by machine			
Seat moulding for stitchdowns			
Seat nailing and/or pegging			
Seat rounding			
Shank attaching			
Sole tacking at seat for stuck-on process			
Solutioning, damp and pasting			
Sorting hobs			
Sole laying welted work and/or rubber soles			
Sole tacking or sole fitting throughs and runners			
Tack pulling			
Tacking bottom stock to lasts	3 7 6	3 5 10	3 7 6
Tacking over backs before pulling over on closed back shoes, tacks being placed not further than 1 inch from middle of back of heel seat. (See illustration)			



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

(Ratio.—See Section J.)

	District A. Per Week. £ s. d.	District B. Per Week. £ s. d.	District B. Per Week, as from 2/8/51. £ s. d.
Hand-Lasting Operations.			
Qualified employees on:—			
(i) Pulling over by hand and/or hand lasting miners' or miners' type	5 5 0	5 2 5	5 5 0
NOTE.—There shall be no quantum or supplementary wage allowed for the hand-lasting of miners' and miners' type footwear.			
(ii) Other pulling over by hand and/or hand-lasting; Hand-lasting seats of stitchdowns; Hand-lasting in the manufacture of clogs; Bench work such as riveting, putting on soles, and/or heels by hand, including rubber quarter tips; Tacking leather straps to wooden soles	4 2 6	4 0 5	4 2 6
[Ratio.—There may be employed not more than one learner to each qualified employee on operations specified in (i) and (ii).]			
F.—FINISHING DEPARTMENT.			
Class I Operations.			
Qualified employees on:—			
(1) Edge trimming:—			
(i) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots; Rubber and rubber composition soles; Children's footwear up to and including size 1½; All slippers (men's, women's and children's); Stitchdown footwear produced from box hide and willow hide	5 5 0	5 2 5	5 5 0
(ii) All other work	6 0 0	5 17 0	6 0 0
(2) Edge setting—			
(i) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots; Through runners; Waists and/or top pieces; Children's footwear, all sizes up to and including size 1½; All slippers (men's, women's and children's); Stitchdown footwear produced from box hide and willow hide	4 5 0	4 2 11	4 5 0
(ii) Automatic edge-setting machine, all grades	5 5 0	5 2 5	5 5 0
(iii) All other work	5 5 0	5 2 5	5 5 0
(3) Heel trimming	4 5 0	4 2 11	4 5 0
(Ratio.—See Section J.)			
Class II Operations.			
Qualified employees on:—			
Bitting by hand or machine; Bottom scouring; Heel scouring; Heel spraying; Ploughing out; Complete finishing by hand; Top piece trimming; Bunk wheeling; Louis flap ironing; Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners or bottoms and feather of edge; Seat wheeling; Top ironing (i.e., marking edge of forepart or waist of sole by machine or by hand tool whether before or after bottoms are faked and polished; Welt wheeling	4 2 6	4 0 5	4 2 6
(Ratio.—See Section J.)			
Class III Operations.			
Qualified employees on:—			
Brushing, padding and/or burnishing; Crow wheeling; Finger scouring; Heel breast cornering; Inking, staining, waxing and damping; Inserting, slipping and putting away lasts; Ploughing (removing the scarf round underedge of sole); Rubbing off edges and bottoms	3 7 6	3 5 10	3 7 6
(Ratio.—See Section J.)			
G.—SHOE ROOM.			
Qualified employees on:—			
Faking, repairing upper defects after dressing	5 0 0	4 17 6	5 0 0
Patent repairing; Embossing and/or stamping; Boxing; Dressing and/or sizing; Hand polishing and cleaning; Ironing; Labelling; Lining trimming; Size stamping on footwear; Socking; Stamping descriptions and sizes on labels	3 0 0	3 0 0	3 0 0

H.—LEERLINGE.

	Per week. £	s.	d.
(i) Leerlinge in klas III in die sole- en hakke-, die maak- en afwerkafdeling, volgens ervaring:—			
Die eerste ses maande	1	2	6
Die tweede ses maande	1	5	0
Die derde ses maande	1	7	6
Die vierde ses maande	1	10	0
Die vyfde ses maande	1	15	0
Die sesde ses maande	2	0	0
Daarna die voorgeskrewe skaal.			
(ii) Ander leerlinge, volgens ervaring:—			
Die eerste ses maande	1	2	6
Die tweede ses maande	1	5	0
Die derde ses maande	1	7	6
Die vierde ses maande	1	10	0
Die vyfde ses maande	1	15	0
Die sesde ses maande	2	0	0
Die sewende ses maande	2	10	0
Die agtste ses maande	3	0	0
Die negende ses maande	3	10	0
Die tiende ses maande	4	5	0
Daarna die voorgeskrewe skaal.			

met dien verstande dat—

(*a*) 'n leerling wat, hetsy voor of gedurende die geldigheidstydperk van hierdie Ooreenkoms, teen 'n hoër loon in diens was as dié voorgeskryf vir iemand van sy ervaring, verhogings betaal moet word asof hy volgens ervaring geregtig was om die loon betaal te word waarteen hy in diens geneem is;

(*b*) 'n leerling werksaam op 'n werksaamheid waarvoor 'n laer loon as £4. 5s. voorgeskryf word, vir solank as hy op sodanige werksaamheid in diens is, nie geregtig is om meer as sodanige voorgeskrewe loon te eis nie;

(*c*) dat leerlinge in die sluitafdeling en skoenkamer—

(i) na die sesde ses maande ervaring geregtig is tot 'n loon van £3. 2s. 6d. as hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;

(ii) na die sewende ses maande ervaring geregtig is tot 'n loon van £3. 10s. in Distrik A, en £3. 6s. 6d. (£3. 10s. van 2 Augustus 1951) in Distrik B, as hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;

(*d*) dat leerlinge in klas II-werksaamhede, behalwe groefsny en perssny, na die agtste ses maande ervaring gekwalifiseerde werknemers word en geregtig is tot 'n loon van £4. 2s. 6d. in distrik A en £4. 0s. 5d. (£4. 2s. 6d. van 2 Augustus 1951) in Distrik B vir ander werk as randsoolskoeisel, waarvoor die hoër loon van £4. 2s. 6d. betaal moet word;

(*e*) dat leerlinge in die snyafdeling vir maatstempel en verf na die sesde ses maande ervaring geregtig is tot 'n loon van £3. 7s. 6d. in distrik A en £3. 4s. 2d. (£3. 7s. 6d. van 2 Augustus 1951) in distrik B.

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

J.—GETALLEVERHOUDINGS.

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

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

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

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

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

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

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

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

H.—LEARNERS.

	Per Week. £	s.	d.
(i) Learners in Class III in the rough stuff, making and finishing departments, according to experience:—			
First six months	1	2	6
Second six months	1	5	0
Third six months	1	7	6
Fourth six months	1	10	0
Fifth six months	1	15	0
Sixth six months	2	0	0
Thereafter, the prescribed rate.			
(ii) Other learners:—			
According to experience—			
First six months	1	2	6
Second six months	1	5	0
Third six months	1	7	6
Fourth six months	1	10	0
Fifth six months	1	15	0
Sixth six months	2	0	0
Seventh six months	2	10	0
Eighth six months	3	0	0
Ninth six months	3	10	0
Tenth six months	4	5	0
Thereafter, the prescribed rate.			

Provided—

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

(*b*) that a learner who is engaged on an operation for which a wage of less than £4. 5s. is prescribed, shall not, while employed on such operation, be entitled to claim more than such prescribed wage;

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

(i) after the sixth six months of expereince become entitled to a wage of £3. 2s. 6d. if on operations for which this rate is prescribed;

(ii) after the seventh six months of experience become entitled to a wage of £3. 10s. in District A and £3. 6s. 6d. (£3. 10s. as from 2nd August, 1951) in District B if on operations for which these rates are prescribed;

(*d*) that learners on Class II Operations other than on channelling and press cutting shall after the eighth six months of experience become qualifed employees and become entitled to a wage of £4. 2s. 6d. in District A and £4. 0s. 5d. (£4. 2s. 6d. as from 2nd August, 1951) in District B on other than welted work when the higher rate of £4. 2s. 6d. will apply;

(*e*) that learners in the clicking department, on size stamping and painting, shall, after the sixth six months of experience become entitled to a wage of £3. 7s. 6d. in District A and £3. 4s. 2d. (£3. 7s. 6d. as from 2nd August, 1951) in District B.

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

J.—RATIOS.

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

For every three or part of three qualified employees on Class I Operations collectively in the Rough Stuff and Finishing Departments, there may be employed not more than one learner or probationer-apprentice; provided that for the purpose of this section apprentices shall be regarded as learners.

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

(ii) Class II Operations in the Rough Stuff, Making and Finishing Departments.

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

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

(iii) Class III Operations in the Rough Stuff, Making and Finishing Departments.

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

2. SKOEISEL VAN SEILDOEK VAN DIE PLIMSOLL-, TENNIS-, OF GIMNASIUMSOORT EN SANDALE EN SUBBER-OORSTEWELS.

(1) LONE.

	Per week. £ s. d.
Gekwalifiseerde werknemers op—	
(*a*) Afdeling waar bo-leer gesny word—	
Groep 1—	
Afmerk en/of sny (seildoek of weefsel)	5 12 6
Groep 2—	
Afmerk en/of sny (rubber en/of rubberdeurtrekte seildoek)—rubberstewels	2 7 6
(*b*) Sluitafdeling—	
Groep 3—	
Alle sluitwerksaamhede met inbegrip van die maak van vetergaatjies, perforeer- en skaafwerk	3 5 0
(*c*) Onderwerkafdeling—	
Groep 4—	
Met die pers of met die hand sole sny uit rubber	4 12 6
Groep 5—	
Alle ander snywerksaamhede met die pers ...	3 2 6
(*d*) Maakafdeling—	
Groep 6—	
Leeswerk met die hand, aansit van rubbersole met die hand	2 7 6
Groep 7—	
(*e*) Alle ander werksaamhede wat nie in (*a*), (*b*), (*c*) en (*d*) hierbo gespesifiseer word nie	2 5 0

(2) LEERLINGE.

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

	Per week. £. s. d.
Volgens ervaring—	
Die eerste drie maande	1 2 6
Die tweede drie maande	1 5 0
Die derde drie maande	1 7 6
Die vierde drie maande	1 10 0
Die vyfde drie maande	1 15 0
Die sesde drie maande	2 0 0
(ii) Ander leerlinge:—	
Volgens ervaring—	
Die eerste ses maande	1 2 6
Die tweede ses maande	1 5 0
Die derde ses maande	1 7 6
Die vierde ses maande	1 10 0
Die vyfde ses maande	1 15 0
Die sesde ses maande	2 0 0

met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'n weekloon van minder as £2 voorgeskryf word, nie terwyl hy, of sy, sodanige werksaamheid bly verrig op 'n hoër loon as sodanige voorgeskrewe loon geregtig is nie, en voorts met dien verstande dat 'n leerling wat werksaamhede, genoem onder artikel 1 (*e*) verrig, £2. 2s. 6d., vir die sesde drie maande, of na gelang die sesde ses maande van die leertydperk, betaal moet word.

(3) GETALLEVERHOUDING.

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

(4) DIFFERENSIËLE WERK.

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

(5) MELK.

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

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

(1) LONE.

	Per week £ s. d.
Gekwalifiseerde werknemers op—	
A. Afdeling waar bo-stukke gesny word—	
Sny van bo-stukke.....	4 10 0
Sny van binnesole en/of sny van voering.....	3 7 0
Inmekaarpas van bo-stukke en/of merk en/of stempel.....	2 15 6

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

(1) WAGES.

	Per Week. £ s. d.
Qualified employees on—	
(*a*) Upper Cutting Department—	
Group 1—	
Marking and/or cutting (from canvas or fabric)	5 12 6
Group 2—	
Marking and/or cutting (from rubber and/or canvas impregnated with rubber) gum boots	2 7 6
(*b*) Closing Department—	
Group 3—	
All closing operations, including eyeletting, perforating and skiving	3 5 0
(*c*) Bottom Stock Department—	
Group 4—	
Sole cutting from rubber by press or by hand	4 12 6
Group 5—	
All other press cutting operations	3 2 6
(*d*) Making Department—	
Group 6—	
Hand lasting, rubber sole attaching by hand	2 7 6
(*e*) Group 7—	
Any other operations not specified in (*a*), (*b*), (*c*) and (*d*) above	2 5 0

(2) LEARNERS.

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

	Per Week. £ s. d.
According to experience—	
First three months	1 2 6
Second three months	1 5 0
Third three months	1 7 6
Fourth three months	1 10 0
Fifth three months	1 15 0
Sixth three months	2 0 0
(ii) Other learners:—	
According to experience—	
First six months	1 2 6
Second six months	1 5 0
Third six months	1 7 6
Fourth six months	1 10 0
Fifth six months	1 15 0
Sixth six months	2 0 0

Provided that a learner who is employed on an operation for which a weekly wage of less than £2 is prescribed shall not, while he or she continues to be employed on such operation, be entitled to a higher wage than such prescribed wage, and provided further that a learner who is engaged on operations covered by section (1) (*e*) shall be paid £2. 2s. 6d. for the sixth three months or sixth six months, as the case may be, of the learnership period.

(3) RATIOS.

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

(4) DIFFERENTIAL WORKING.

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

(5) MILK.

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

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

(1) WAGES.

	Per Week. £ s. d.
Qualified employees on—	
A. Upper Cutting Department—	
Upper cutting.....	4 10 0
Stock cutting and/or lining cutting.....	3 7 0
Upper assembling and/or marking and/or stamping	2 15 6

	Per week. £ s. d.
B. Masjienstik-afdeling—	
Neusstukke, Omslae, Nate, Bind, Knoopsgate maak, Knope aanwerk, Tonge, Binnesole, Stopsel	2 17 6
C. Sole- en hakke-afdeling—	
(i) Sny van sole (alle soorte)	4 15 0
(ii) Binnesole, sooltjies en bostukke sny	3 2 6
(iii) Stempel	2 15 0
D. Maakafdeling—	
(i) Omdraaiwerk aan pantoffels	4 15 0
(ii) Stoom en met uitklophamer fatsoeneer—	
(*a*) Veltwerk	3 10 0
(*b*) Leerwerk, geweefde kubane	3 15 0
(iii) Aansit met gom-proses—	
(*a*) Handleeswerk, Sool grofmaak, Sool regsit aan bo-stuk en terselfdertyd perswerk verrig, Sool regsit aan voorkant van bo-stuk en bedding voordat perswerk verrig word, Perswerk waar sole van tevore reggesit is	3 12 6
(*b*) Werksaamhede by die vassit met rubber-lym	3 2 6
(*c*) Sole en binnesole vasspyker	3 0 0
(iv) Spykerwerk	3 2 6
(v) Groefsnywerk, Met die hand gelykmaak, Hakke aansit, Spykers in agterstukke slaan	3 0 0
(vi) Pantoffels omkeer	2 7 6
E. Afwerk-afdeling—	
Rande afwerk	4 12 6
Rande stel	3 7 6
Hakke afwerk	3 5 0
Skuurwerksaamhede	2 17 6
Swartmaak, kleur en borsel	2 17 6
F. Skoenmaker-afdeling—	
Alle skoenkamer-werksaamhede	2 15 0

(2) LEERLINGE.

Volgens ervaring:—	Per week. £ s. d.
Die eerste ses maande	1 2 6
Die tweede ses maande	1 5 0
Die derde ses maande	1 7 6
Die vierde ses maande	1 10 0
Die vyfde ses maande	1 15 0
Die sesde ses maande	2 0 0
Die sewende ses maande	2 10 0
Die agste ses maande	3 0 0
Die negende ses maande	3 10 0
Die tiende ses maande	4 5 0

met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'n loon van minder as £4. 5s. voorgeskryf word, nie terwyl hy sulke werksaamheid verrig, geregtig is om 'n hoër loon as daardie voorgeskrewe loon te eis nie.

(3) GETALLEVERHOUDING.

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

(4) DIFFERENSIËLE WERK.

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

	Per Week. £ s. d.
B. Machining Department—	
Toe caps, Collars, Seams, Binding, Button-holing, Buttoning, Tongues, Socks, Pads	2 17 6
C. Rough Stuff Department—	
(i) Sole cutting (all types)	4 15 0
(ii) Insole cutting and lift and top-piece cutting	3 2 6
(iii) Stamping	2 15 0
D. Making Department—	
(i) Slipper turn-sewing	4 15 0
(ii) Steaming and blocking into shape—	
(*a*) Felt work	3 10 0
(*b*) Leather work, fabric cubans	3 15 0
(iii) Stuck-on process—	
(*a*) Hand lasting, Sole roughening, Sole positioning on upper and press operating in one operation, Sole positioning on upper at forepart seat before pressing, Press operating with sole previously positioned	3 12 6
(*b*) Solutioning operations	3 2 6
(*c*) Sole and insole tacking	3 0 0
(iv) Slugging	3 2 6
(v) Channelling, Hand levelling, Heel attaching, Tacking backs	3 0 0
(vi) Slipper turning	2 7 6
E. Finishing Department—	
Edge trimming	4 12 6
Edge setting	3 7 6
Heel trimming	3 5 0
Scouring operations	2 17 6
Inking, staining and brushing	2 17 6
F. Shoe Room Department—	
All shoe room operations	2 15 0

(2) LEARNERS.

According to experience:—	Per Week. £ s. d.
First six months	1 2 6
Second six months	1 5 0
Third six months	1 7 6
Fourth six months	1 10 0
Fifth six months	1 15 0
Sixth six months	2 0 0
Seventh six months	2 10 0
Eighth six months	3 0 0
Ninth six months	3 10 0
Tenth six months	4 5 0

Provided that a learner who is employed on an operation for which a wage of less than £4. 5s. is prescribed shall not, while employed on such operation, be entitled to claim more than such prescribed wage.

(3) RATIO.

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

(4) DIFFERENTIAL WORKING.

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

4. „PLATNATE EN DOPPERS".

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

(1) LONE.

	Per week. £.	s.	d.
Gekwalifiseerde werknemers:—			
(i) Snywerk	4	8	0
(ii) Werk met kraggedrewe masjien	2	7	6
Werk, maar nie met kraggedrewe masjien nie	2	0	0
Ander sluitafdelingswerksaamhede	2	7	6
(iii) Soolsnywerk met kragmasjien	5	4	6
Soolsnywerk, behalwe met kragmasjien	3	0	0
(iv) Oortrekwerk met die hand en/of handleeswerk	3	0	0
Handstikwerk	2	0	0
(v) Kantafwerking met kragmasjien	4	8	0
Kantafwerking behalwe met kragmasjien	3	0	0
(vi) Twee-twee bymekaarsit en/of nommers merk	2	0	0
(vii) Enige ander werksaamheid behalwe dié wat in (i), (ii), (iii), (iv), (v) en (vi) hiervan bepaal is	3	0	0

(2) LEERLINGE.

Leerlinge volgens ervaring:—			
Die eerste ses maande	1	2	6
Die tweede ses maande	1	5	0
Die derde ses maande	1	7	6
Die vierde ses maande	1	10	0
Die vyfde ses maande	1	15	0
Die sesde ses maande	2	0	0

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

(3) GETALLEVERHOUDING.

Vir elke drie werknemers wat minstens £2 per week ontvang, kan daar hoogstens een werknemer in diens wees teen 'n loon van minder as £2.

(4) DIFFERENSIËLE WERK.

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

5. ALGEMENE ARBEIDERS.

Algemene arbeiders in enige inrigting ... £2 0 0

4. "PLATNATE" AND "DOPPERS".

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

(1) WAGES.

	Per Week. £	s.	d.
Qualified employees on:—			
(i) Clicking	4	8	0
(ii) Machining by power	2	7	6
Machining other than by power	2	0	0
Other closing room operations	2	7	6
(iii) Sole cutting by power	5	4	6
Sole cutting other than by power	3	0	0
(iv) Pulling over by hand and/or hand lasting	3	0	0
Stitching by hand	2	0	0
(v) Edge trimming by power	4	8	0
Edge trimming other than by power	3	0	0
(vi) Pairing and/or size marking	2	0	0
(vii) Any operation other than those specified in (i), (ii), (iii), (iv), (v) and (vi) hereof	3	0	0

(2) LEARNERS.

According to experience:—			
First six months	1	2	6
Second six months	1	5	0
Third six months	1	7	6
Fourth six months	1	10	0
Fifth six months	1	15	0
Sixth six months	2	0	0

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

(3) RATIO.

For every three employees receiving not less than £2 per week there may be employed not more than one employee at a wage of less than £2.

(4) DIFFERENTIAL WORKING.

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

5. GENERAL LABOURERS.

General labourers in any establishment ... £2 0 0

AANHANGSEL B VAN DEEL II VAN DIE OOREENKOMS.

[Sien Artikel 4 (4) van hierdie deel.]

LOONBOEK VIR WERK TEEN DIFFERENSIËLE LONE.

Week geëindig..... Naam..... No.....

Dag.	Werksaamheid.	Begintyd.		Stakingstyd.		Totale tyd.		Skaal per uur.	Lone betaalbaar. £ s. d.	Parawe.		Opmerkings.
		Uur.	Min.	Uur.	Min.	Uur.	Min.			Voorman.	Bediener.	

TOTALE LOON VERDIEN..... £.....:.....:.....

L.W.—Inboekings moet met ink of inkpotlood gedoen word. Voorman en bediener moet teken vir die tyd wat werklik aan elke werksaamheid bestee is.

ANNEXURE B TO PART II OF THE AGREEMENT.

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

DIFFERENTIAL WAGE BOOK.

Week Ending..... Name..... No.....

Day.	Operation.	Time Started.		Time Finished.		Total Time.		Rate per Hour.	Wages Payable. £ s. d.	Initials.		Remarks.
		Hrs.	Mins.	Hrs.	Mins.	Hrs.	Mins.			Foreman.	Operator.	

TOTAL WAGES EARNED..... £.....:.....:.....

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

Hierdie Ooreenkoms namens die partye hede die 30ste dag van Mei 1951, onderteken.

J. C. HILL,
Lid van die Raad.

A. VAN DEN BERG,
Lid van die Raad.

ALAN DE KOCK,
Hoofsekretaris van die Raad.

This Agreement signed on behalf of the parties on this 30th day of May, 1951.

J. C. HILL,
Member of the Council.

A. VAN DEN BERG,
Member of the Council.

ALAN DE KOCK,
General Secretary of the Council.

✱ No. 1965.] [27 Julie 1951.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Leernywerheid bekendgemaak by Goewermentskennisgewing No. 1964 van 27 Julie 1951 nie vir die persone wie se werkure daarby gereël word minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

✱ No. 1965.] [27 July 1951.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

LEATHER INDUSTRY, UNION OF SOUTH AFRICA.

I, PAUL OLIVER SAUER, Acting Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Leather Industry published under Government Notice No. 1964 of 27 July, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Wette van die Unie van Suid-Afrika, 1950

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