



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3472

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GOEWERMENSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

No. R.1794]

[3 September 1982

No. R.1794]

[3 September 1982

WET OP ARBEIDSVERHOUDINGE, 1956

LABOUR RELATIONS ACT, 1956

LEERNYWERHEID
REPUBLIEK VAN SUID-AFRIKA
OOREENKOMS VIR DIE HANDSAKSEKSIE

LEATHER INDUSTRY
REPUBLIC OF SOUTH AFRICA
AGREEMENT FOR THE HANDBAG SECTION

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby—

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 13, 17 en 18 (1) en (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 13, 17 and 18 (1) and (2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA,
Minister van Mannekrag.

S. P. BOTHA,
Minister of Manpower.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA

HANDSAKSEKSIE

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

- (a) Midland and Border Leather Industry Manufacturers' Association;
 - (b) Cape Western and North-Western Leather Industries Employers' Association;
 - (c) Transvaal Footwear, Tanning and Leather Trades Association;
 - (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) Southern Cape Leather Industries Association;
- en
- (f) South African Handbag Manufacturers' Association
- (hierna die „werkgewers” of die „werkgewersorganisasies” genoem), aan die een kant, en die
- (g) National Union of Leather Workers;
- en
- (h) 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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by bogenoemde Seksie van die Leernywerheid betrokke of daarin werksaam is;
 - (b) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, in verband met die werksaamhede uiteengesit in paragraaf (1) (b) en (c) in die omskrywing van „Nywerheid” of „Leernywerheid” in klousule 3 van hierdie Ooreenkoms; vir sover hulle betrekking het op genoemde Seksie; en
 - (c) in die landdrostdistrikte Bellville, Die Kaap, Goodwood, Durban en Johannesburg, in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van „Nywerheid” of „Leernywerheid” in klousule 3 van hierdie Ooreenkoms.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf is in Aanhangsel C van hierdie Ooreenkoms en op die werkgewers van sodanige werknemers.
- (3) Ondanks andersluidende bepalings hierin, is hierdie Ooreenkoms nie op handelsreisigers, verkoopmanne en klerke, uitgesonderd versendingsklerke, van toepassing nie.

2. DATUM VAN INWERKINGTREDDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister vasstel en bly van krag vir die tydperk eindigende 30 Junie 1983 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

„Wet” die Wet op Arbeidsverhoudinge, 1956;
„Raad” die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel 2 van Wet 11 van 1924 geregistreer is en geag word geregistreer te wees ingevolge die Wet op Arbeidsverhoudinge, 1956;

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA

HANDBAG SECTION

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Handbag Section of the Leather Industry—

- (a) by all employers who are members of the employers’ organisations and by all employees who are members of the trade unions who are engaged or employed therein;
- (b) in the Republic of South Africa, excluding the port and settlement of Walvis Bay, on the operations set forth in paragraph (1) (b) and (c) in the definition of “Industry” or “Leather Industry” in clause 3 of this Agreement in so far as they relate to the said section; and
- (c) in the Magisterial Districts of Bellville, Goodwood, Durban, Johannesburg and The Cape, on the operations set forth in paragraph (6) of the definition of “Industry” or “Leather Industry” in clause 3 of this Agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in Annexure C of this Agreement and to the employers of such employees.

(3) Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall not apply to travellers, salesmen and clerical employees other than despatch clerks.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister and shall remain in operation for the period ending 30 June 1981 or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“Council” means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Labour Relations Act, 1956;

- „snyer, klas I,” ’n werknemer wat die buitekante van handsakke, uitgesonderd tooisels, handvatsels of klein deeltjies, met die hand of ’n masjien sny;
- „snyer, klas II,” ’n werknemer wat alle dele van ’n handsak, uitgesonderd dié genoem in die omskrywing van „snyer, klas I,” met die hand of ’n masjien sny;
- „afleweringsvoertuig” ’n kragaangedrewe voertuig wat vir die vervoer van goedere, uitgesonderd handelsreisigersmonsters, gebruik word;
- „versendingsklerk” ’n werknemer wat daarvoor verantwoordelik is om goedere in of uit ’n magasyn of pakhuis of van afdelings te ontvang vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakkette en die massa-meet, merk of adresseer daarvan;
- „distrikskomitee” ’n komitee wat ooreenkomstig die konstitusie van die Raad aangestel is om die administrasie van ooreenkomste in ’n bepaalde gebied te behartig;
- „motorvoertuigdrywer” ’n werknemer wat ’n motorvoertuig dryf om personeel of goedere te vervoer en wat by die aflewering van goedere betaling daarvoor kan ontvang;
- „bedryfsinrigting” ’n plek waarin werksaamhede in verband met die Nywerheid verrig word;
- „Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie van die Raad aangestel is;
- „ondervinding” die totale tydperk of tydperke diens, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat ’n werknemer in die Handsakseksie van die Nywerheid gehad het en omvat dit ook die jaarlikse verlof waarvoor in klousule 8 voorsiening gemaak word, plus hoogstens vier maande militêre diens wat ’n werknemer in ’n bepaalde jaar ondergaan, maar uitgesonderd ’n tydperk of tydperke langer as drie agtereenvolgende weke waarin ’n werknemer van sy werk afwesig is sonder die toedoen van die werkgever;
- „voorman” ’n werknemer wat deur die werkgever aangewys is as die persoon wat aan die hoof staan van die werknemers in ’n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte op ’n doeltreffende wyse verrig: Met dien verstande dat geen werkgever of direkteur of plaasvervangende direkteur van ’n maatskappy as voorman aangewys mag word nie;
- „algemene arbeider” ’n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:
- (1) Persele, masjinerie, uitrusting, gereedskap, werktuie, diere, meubels of ander artikels skoonmaak;
 - (2) houters was of skoonmaak;
 - (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, werktuie of ander artikels dra, verskuif en/of opstapel;
 - (4) voertuie of houters laai of aflaai;
 - (5) vure maak en/of aan die gang hou;
 - (6) afval of as verwyder;
 - (7) kiste, pakkette, bale of kratte oop- of toemaak;
 - (8) kiste, pakkette, of bale brandmerk, merk of sjabloneer;
 - (9) tee, koffie, kakao of dergelike drank berei;
 - (10) op bestelwaens of voertuie help;
 - (11) briewe, boodskappe of goedere te voet of met ’n fiets of handvoertuig aflower;
- „werknemer graad I” ’n werknemer wat enigeen van die volgende werksaamhede verrig: Kramwerk, klinknaelwerk, raamwerk aan beursies, lyswerk aan die buitekante van handsakke, handsakrame oortrek, draaislotte of toebehore insit;
- „werknemer graad II” ’n werknemer wat alle werksaamhede, uitgesonderd dié in die omskrywing van „werknemer graad I” genoem, of ’n werksaamheid waarvoor ’n spesifieke loon voorgeskryf word, verrig;
- „halfdag” die betrokke bedryfsinrigting se gewone werktidperk in die voormiddag;
- „Handsakseksie” daardie Seksie van die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir dames en/of kinders;
- „uurloon” die weekloon gedeel deur 42, uitgesonderd in die geval van ’n nagwag, waar dit die weekloon gedeel deur 60 beteken, en uitgesonderd in die geval van ’n ander werknemer (wat nie ’n skofwerker is nie), van wie vereis word of wat toegelaat word om gedurende die nagure te werk, waar dit die weekloon gedeel deur 38 beteken;
- „Nywerheid” of „Leernywerheid” die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is—
- „cutter, Class I,” means an employee engaged in the cutting by hand or machine of handbag outers other than trimmings, handles or small parts;
- „cutter, Class II,” means an employee engaged in the cutting by hand or machine of any handbag part other than those referred to in the definition of a “cutter, Class I.”;
- „delivery vehicle” means any power-driven vehicle used for conveying goods other than travellers’ samples;
- „despatch clerk” means an employee who is responsible for receiving goods into or from a store or warehouse, or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the mass-measuring, marking or addressing thereof;
- „District Committee” means a committee established in accordance with the Constitution of the Council for the administration of agreements in a particular area;
- „driver of a motor vehicle” means an employee engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefor;
- „establishment” means any place in which any operations in connection with the Industry are carried on;
- „Executive Committee” means the Executive Committee of the Council appointed in terms of its Constitution;
- „experience” means the total period or periods of employment, whether prior or subsequent to the date on which this Agreement came into operation, which an employee has had in the Handbag Section of the Industry and shall include the annual holiday provided for in clause 8, plus up to four months of any period of military service which an employee may undergo in any one year, 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;
- „foreman” means an employee designated by the employer to be in charge of employees in an establishment, who exercises control over such employees and is responsible for the efficient performance of their duties: Provided that no employer or director or alternate director of a company shall be designated to act as foreman;
- „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 or stencilling boxes, packages or bales;
 - (9) making tea, coffee, cocoa or similar beverages;
 - (10) assisting on delivery vans or vehicles;
 - (11) delivering letters, messages or goods on foot or by means of a bicycle or any manually propelled vehicle;
- „Grade I employee” means an employee engaged on any of the following operations: Stapling, riveting, framing of purses, beading of handbag outers, covering of handbag frames, inserting of turn-locks or fittings;
- „Grade II employee” means an employee engaged on any operation other than those referred to in the definition of “Grade I employee”, or one for which a specific wage is provided;
- „half-day” means the usual morning period of work of the establishment concerned;
- „Handbag Section” means the section of the Industry in which employers and employees are associated for the manufacture of ladies’ and/or children’s handbags;
- „hourly wage” means the weekly wage divided by 42, except in the case of a night watchman, when it shall mean the weekly wage divided by 60, and except in the case of an employee, other than an employee engaged on shift work, who is required or permitted to work during the nights hours, when it shall mean the weekly wage divided by 38;
- „Industry” or „Leather Industry” means the Industry in which employers and employees are associated—

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
- alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;
 - dokumenttasse, tasse en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
 - tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoop-sakke, breisakke, vir Swartes tasse van die tipe wat algemeen bekend staan as 'Xhosa-sakke', notebeursies, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelyke artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigene van voornoemde artikels;
- (2) vir die looi, bewerking en blotting van huiden en velle;
- (3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoop-sakke wat hoofsaaklik van papier gemaak is, insluit nie;
- (4) vir die vervaardiging van alle tipes skoeisel uit ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;
- (6) vir die vervaardiging van handsakke uit ander materiale as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—
- geheel en al of hoofsaaklik uit metaal;
 - uit karton (geriffel al dan nie) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan karton en/of papier en/of 'n bestanddeel van papier 'n bestanddeel is;
 - geheel en al of hoofsaaklik uit plastiek, uitgesonderd plastiekbladmateriaal;
- (7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netballe en bokshandskoene;
- (8) in bedryfsinrigtings waarin daar nie leergoedere vervaardig word nie, vir die vervaardiging, uit ander materiaal as leer, van—
- dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting en dokumente te bevat;
 - tuie, tooms, saaltuig, kamaste, stiegrieme, inkoop-sakke, notebeurse, beursies, horlosiebande, polsbande, kombesrieme, kruisbande en alle ander dergelyke artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigene van bogenoemde artikels;
 - reisbenodigdhede, met inbegrip van koffers, uit ander materiaal as leer, vesel, hout, doek, seildoek of 'n kombinasie daarvan; Met dien verstande dat paragrafe (a), (b) en (c) nie so uitgelê moet word dat dit die volgende insluit nie:
 - Die vervaardiging van metaalkomponente en/of -hegstukke;
 - die vervaardiging, uit seilband, van banksakke, sportuitrustingsakke, rugsakke, hawersakke, monstersakke en springstofsakke;
 - die vervaardiging van artikels uit rubber;
 - die vervaardiging van artikels of die beoefening van 'n ambag of beroep wat deur die Druknywerheid gedek word wat, sonder om enigsins die algemeen aanvaarde betekenis daarvan te beperk, beteken dié nywerheid of onderneming waarin die werkgevers en die werknemers met mekaar geassosieer is by die produksie van gedrukte materiaal van watter aard ook al;
 - die vervaardiging van artikels uit metaal en van allerlei soorte houers (met of sonder metaalonderdele) uit vesel en/of karton (geriffel of andersins) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan vesel en/of karton en/of papier en/of 'n bestanddeel van papier en/of plastiek 'n bestanddeel is, maar uitgesonderd die

- (1) for the manufacture mainly from leather of—
- footwear, including all types, but not including bespoke footwear;
 - attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, bags for Blacks of the type commonly known as 'Xhosa bags', wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned.
- (2) for the tanning, dressing and fellmongering of hides and skins;
- (3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (4) for the manufacture of all types of footwear from materials other than leather;
- (5) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- (6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags—
- wholly or mainly from metal;
 - from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;
 - wholly or mainly from plastics other than plastic sheeting material;
- (7) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;
- (8) in establishments in which leather goods are not manufactured, for the manufacture, from materials other than leather, of—
- attaché cases, bags and all other containers designed to hold personal effects, sporting kit and documents;
 - harnesses, bridles, saddlery, leggings, stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;
 - travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof: Provided that paragraphs (a), (b) and (c) shall not be construed to include—
 - the manufacture of metal components and/or attachments;
 - the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosive bags;
 - the manufacture of any article from rubber;
 - the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning thereof, means that industry or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever;
 - the manufacture of any articles from metal and of any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastics, but excluding

vervaardiging, uitsluitlik of hoofsaaklik uit vesel of plastiekplaatmateriaal, van koffers, dokument-tasse, tasse en alle soortgelyke houters wat ontwerp is om persoonlike besittings, musiekinstrumente en sportuitrusting te bevat:

Voorts met dien verstande dat die woord „plastiek” soos in paragraaf (v) vervat enigeen van die groep materiale beteken wat uit 'n organiese stof met 'n hoë molekulêre massa bestaan of dit as noodsaaklike bestanddeel bevat en wat, hoewel dit in die voltooide toestand 'n vaste stof is, in een of ander stadium tydens die vervaardiging daarvan in verskillende fatsoene geforseer, d.w.s. gegiet, gekalandeer, deurgedruk of gevorm is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

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

„nagure” die ure tussen 18h00 en 06h00;

„nagwag” 'n werknemer wat persele of ander eiendom gedurende die nagure bewaak;

„buitewerk” werk aan 'n komponent, materiaal of deel van 'n produk wat binne die bestek van die Ooreenkoms val, wat deur of namens 'n werkgever uitbestee word en wat buite sy geregistreerde fabriek voltooi of gedoen moet word;

„verpakker” 'n werknemer wat handsakke in dose, bale of kratte verpak of in pakkette opmaak;

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

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

„gekwalfiseerde werknemer” 'n werknemer wat op grond van sy ondervinding daarop geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werk wat hy verrig;

„Sekretaris van die Raad” die Hoofsekretaris van die Raad en omvat dit ook 'n assistent-sekretaris van die Raad;

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

„magasynmeester” 'n werknemer wat algemene beheer het oor voorrade en daarvoor verantwoordelik is om goedere in die magasyn te ontvang, op te berg, te hanteer uit die magasyn af te lewer aan afdelings of vir deursending en/of verpakking daarvan in die magasyn of pakhuis en die uitpak daarvan;

„aanvullende loon” die addisionele bedrag wat 'n werknemer wat volgens 'n aanvullende loonskema of 'n aansporingsloonskema werk, benewens sy voorgeskrewe loon kan verdien;

„onbelaste massa” die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

„aansporingsloonskema” of „aanvullende loonskema” 'n besoldigingsstelsel waarvolgens 'n werknemer besoldig word volgens die hoeveelheid of omvang van die werk wat verrig is, op voorwaarde dat hy, afgesien van die hoeveelheid of omvang van die werk wat verrig is, minstens sy basiese loon moet ontvang;

„weekloon” die bedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is vir sy gewone werkure soos in klousule 5 voorgeskryf: Met dien verstande dat—

(i) indien 'n werkgever 'n werknemer gereeld vir sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word dat dit betrekking het op of die besoldiging insluit wat 'n werknemer, wat werk op 'n grondslag waarvoor daar in klousule 21 voorsiening gemaak word, ontvang benewens die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

the manufacture, wholly or mainly from fibre or plastic sheeting material, of trunks, attaché cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit:

Provided further that the word “plastic” as contained in paragraph (v) means any of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some time in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded, into various shapes by flow, usually through the application, singly or together, of heat and pressure;

“learner” means an employee who is engaged in learning one or more of the operations in the Industry;

“night hours” means the hours between 18h00 and 06h00;

“night watchman” means an employee engaged in guarding premises or other property during the night hours;

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

“packer” means an employee who is employed in packing handbags into boxes, packages, bales or crates;

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

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

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

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

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

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

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

“unladen mass” means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

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

“weekly wage” means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that—

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

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 21 received over and above the amount which he would have received if he had not been employed on such basis;

„werk deur 'n noodtoestand genoodsaak" werk wat weens onvoorsiene omstandighede, met inbegrip van 'n brand, storm, ongeluk, epidemie, gewelddaad, staking, onklaar-raking van uitrusting of masjinerie of vertraging in die lewering van materiaal, wat die Nywerheid regstreeks of onregstreeks raak, sonder versuim gedoen moet word.

4. LONE EN LOONSKALE

- (1) (a) (i) Behoudens klousules 5 en 15 mag geen loon laer as dié in Kolom A van klousule 1 van Aanhangsel C voorgeskryf vir 'n werksaamheid wat deur 'n werknemer verrig word, deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie, en elke werkgever moet hom voorts hou by die getalsverhoudings- of ander voorwaardes in genoemde Aanhangsel voorgeskryf.
- (ii) Ingeval 'n werknemer op 'n bepaalde dag nie om 'n ander rede as op las of op versoek of met die toestemming van die werkgever of weens siekte van die werk af wegbly nie, moet die loon wat vir daardie week aan hom verskuldig is, ondanks subparagraaf (i) geag word die bedrag te wees wat in Kolom B van klousule 1 van Aanhangsel C verskyn: Met dien verstande dat in die geval van afwesigheid weens siekte, die werkgever van die werknemer kan vereis om as bewys van die oorsaak van afwesigheid 'n sertifikaat voor te lê wat deur 'n geregistreerde geneesheer onderteken is: Voorts met dien verstande dat 'n werknemer wat laat by die werk aankom nie geag word van die werk afwesig te gewees het as die tyd aldus verloor in 'n bepaalde week altesaam hoogstens 15 minute beloop nie.
- (iii) 'n Werknemer wat meen dat hy benadeel word deur die toepassing op hom van enige bepaling van subparagraaf (ii) kan by die Raad appelleer teen die beslissing wat op hom toegepas is, en die Raad kan, ná oorweging van die redes wat vir sodanige beslissing voorgelê word, dié beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in so 'n geval gegee behoort te gewees het. Die appel ingevolge hierdie subparagraaf moet gerig word aan die distrikskomitee van die betrokke gebied.
- (b) Met uitsondering van 'n nagwag en 'n ander werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, is die lone wat in Aanhangsel C, gelees met paragraaf (a) hiervan, voorgeskryf word, betaalbaar vir 'n werkweek van 42 uur. In die geval van 'n nagwag moet die loon vir 'n werkweek van 60 uur betaal word en in die geval van 'n ander werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, vir 'n werkweek van 38 uur. Die werkweek mag nie vroeër as op Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die voorwaardes betreffende oortydwerk waarvoor in klousule 6 van hierdie Ooreenkoms voorsiening gemaak word.
- (c) Indien minder ure gewerk word as dié in paragraaf (b) hiervan voorgeskryf, kan die loon van elke werknemer proporsioneel verminder word, maar nie dié van 'n nagwag nie: Met dien verstande dat ingeval daar van 'n afleweringvoertuigdrywer vereis word om op 'n bepaalde dag minder as die voorgeskrewe ure te werk, hy vir die toepassing van hierdie klousule geag word sy gewone getal ure vir daardie dag van die week te gewerk het, afgesien van die getal ure wat hy werklik gewerk het.
- (2) Alle verdienste moet weekliks in kontant betaal word en wel voor of op Vrydag en gedurende die gewone werkure van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag van die bedryfsinrigting plaasvind. Die verdienste moet in 'n verseëelde koevert geplaas word en die naam of nommer en loonskaal van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek is en die netto bedrag van die verdienste wat die koevert bevat, moet met 'n inktpotlood of inkt op die koevert geskryf word en wel soos volg:

Werknemer	
Loonskaal	R
Ure gewerk (uitgesonderd oortyd)	R
Loon verskuldig	R
Besoldiging vir werk op Sondag gedoen	R

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

4. WAGES AND RATES

- (1) (a) (i) Subject to the provisions of clauses 5 and 15, no employer shall pay and no employee shall accept remuneration at rates less than those prescribed in Column A of clause 1 of Annexure C in respect of any operation performed by such employee and every employer shall further comply with any ratio or other conditions prescribed in the said Annexure.
- (ii) In the event of an employee not absenting himself from work on any day for any reason other than on the instructions or at the request of or with the consent of the employer, or on account of illness, the wage due to him for that week shall, notwithstanding the provisions of subparagraph (i), be deemed to be the amount reflected in Column B of clause 1 of Annexure C: Provided that in the case of absence owing to illness, the employer may require the employee to produce a certificate signed by a registered medical practitioner in proof of cause of absence: Provided further that an employee who arrives late for work and the time so lost does not exceed 15 minutes in the aggregate during any one week shall be deemed not to have absented himself from work.
- (iii) Any employee who is aggrieved by the application to him of any of the provisions of subparagraph (ii) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeal in terms of this subparagraph shall be made to the District Committee of the area concerned.
- (b) Except in the case of a night watchman and an employee, other than an employee on shift work, who is required or permitted to work during the night hours, the wages prescribed in Annexure C, read with paragraph (a) hereof, shall be payable for a working week of 42 hours. In the case of a night watchman, the wages shall be paid for a working week of 60 hours and in the case of an employee, other than an employee on shift work, who is required or permitted to work during the night hours, for a working week of 38 hours. The working week shall end not earlier than on Wednesday in a calendar week. All wages shall be subject to the conditions governing overtime provided for in clause 6 of this Agreement.
- (c) If fewer hours than those specified in paragraph (b) hereof are worked, the wage of every employee may be reduced proportionately except in the case of a night watchman: Provided that in the event of a driver of a delivery vehicle being required on any one day to work a lesser number of hours than prescribed, he shall, for the purposes of this clause, be deemed to have worked his ordinary number of hours for that day irrespective of the number of hours actually worked by him.
- (2) All earnings shall be paid in cash weekly not later than on Friday and during the ordinary working hours of the establishment or on termination of employment, if this takes place before the ordinary pay-day of the establishment. The earnings shall be placed in a sealed envelope, on the outside of which the name or number and rate of wages of the employee, the date of payment, the hours worked, details of deductions made and the net amount of earnings contained therein shall be written in indelible pencil or ink in the following manner:

Employee	
Wage rate	R
Hours worked (excluding overtime)	R
Wages due	R
Remuneration for work on Sunday	R

Aftekings:

Werkloosheidsversekeringsfonds	R
Siektebystandsfonds	R
Voorsorgfonds	R
Versekerings- of pensioenfonds	R
Ledegeld vir vakvereniging	R
Heffings van Raad	R
Totale aftekkings*	R

Netto verdienste R

Werkgewer

Datum

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

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

- Behoudens klousules 4 (1) (c), 5 (4) en 7 (2), waar die werknemer van sy werk afwesig is en sodanige afwesigheid nie op versoek of op las van sy werkgewer geskied nie, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;
- met die skriftelike toestemming van die werknemer, bydraes vir vakansie-, werkloosheids-, siekte-, versekerings- of pensioen-fondse en vir spaarfondse deur die Raad goedgekeur, en alle bedrae wat 'n werknemer verskuldig is vir etes, tee en/of ander verserings wat 'n werkgewer verskaf het teen 'n koste waartoe die werknemer ingestem het;
- alle bedrae wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsproes ten behoeve van 'n werknemer moes betaal en wel betaal het;
- met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is.

(4) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

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

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n gekwalifiseerde werknemer wat in diens geneem word vir oorgeplaas word na 'n werksaamheid waarvoor die voorgeskrewe loon hoër is as dié wat hy ontvang het onmiddellik voor die datum waarop hy oorgeplaas of in diens geneem is, drie maande lank die loon betaal word wat hy onmiddellik voor sodanige oorpasing of indiensneming ontvang het, en daarna moet hy loonsverhogings ontvang ooreenkomstig dié skaal vir leerlinge wat van toepassing is op die werksaamheid wat hy verrig.

(7) (a) Ondanks andersluidende bepalings hierin, moet 'n werknemer, uitgesonderd 'n leerling, wat op 20 April 1982 hoër besoldiging ontvang het as die loon voorgeskryf op die datum van inwerkingtreding van hierdie Ooreenkoms en wat dan nog steeds by dieselfde werkgewer vir dieselfde klas werk in diens is, benewens die loon vir sodanige werknemer in hierdie Ooreenkoms voorgeskryf, steeds 'n bedrag betaal word wat gelyk is aan die verskil tussen die besoldiging wat hy op 20 April 1982 ontvang het en die loon wat op daardie datum vir die betrokke klas werk voorgeskryf was, min enige verhogings wat op of na 20 April 1982 toegestaan is.

(b) Vir die toepassing van hierdie subklousule word geag dat „besoldiging” geen betaling vir oortydwerk insluit nie.

(8) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die tydloon verminder wat tans aan 'n werknemer betaal word terwyl hy in diens van dieselfde werkgewer bly en wat gunstiger vir hom is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word nie.

(9) Waar daar tot tevredenheid van die werkgewer bewys van die dood van 'n werknemer gelewer word, moet die werkgewer aan dié afhanklike van die afgestorwe werknemer wat hy goedgevind alle besoldiging betaal wat opgehoop het maar wat op die datum van afsterwe nog nie aan sodanige werknemer betaal is nie, en die boedel van die afgestorwe werknemer kan geen eis teen die werkgewer instel nie.

Deductions:

Unemployment Insurance Fund	R
Sick Benefit Fund	R
Provident Fund	R
Insurance or pension	R
Trade union subscriptions	R
Council levies	R
Total deductions*	R

Net earnings R

Employer

Date

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

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

- Subject to the provisions of clauses 4 (1) (c), 5 (4) and 7 (2) where the employee is absent from work and such absence is not at the request or on the instructions of his employer, a pro rata amount for the period of such absence;
- with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council, and any amount due by an employee in respect of meals, tea and/or other refreshments supplied by an employer at a charge agreed to by the employee;
- any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee;
- with the written consent of the employee, deductions for subscriptions to the funds of any trade union which is a party to the Council.

(4) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

(6) Notwithstanding anything to the contrary contained in this Agreement, a qualified employee who is engaged on or transferred to an operation for which the prescribed wage is higher than that which he was receiving immediately prior to the date on which he is transferred or engaged shall for a period of three months be paid the wage which he was receiving immediately prior to such transfer or engagement and shall thereafter receive increments in terms of the learnership scale for the operation on which he is employed.

(7) (a) Notwithstanding anything to the contrary contained here-in an employee, other than a learner, who on 20 April 1982 was in receipt of remuneration higher than the wage prescribed on the date on which this Agreement comes into operation and who on the said date is still in the employ of the same employer on the same class of work, shall continue to be paid, in addition to the wage prescribed for such employee in this Agreement, an amount equal to the difference between the remuneration he was receiving on 20 April 1982 and the wage which on that date was prescribed for the said class of work, less any increases given on or after 20 April 1982.

(b) For the purposes of this subclause, „remuneration” shall be deemed not to include any payment in respect of overtime.

(8) 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.

(9) On proof, satisfactory to the employer, of the death of an employee, the employer shall pay to such dependant of the deceased employee as he may deem fit, any remuneration which has accrued to such employee but which, at the date of death, has not been paid to him, and the estate of the deceased employee shall have no claim on the employer.

5. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgewer nie van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as nagwag werksaam is, vereis of hom toelaat om—

- (a) langer as 42 uur, uitgesonderd etenspouses, in 'n bepaalde week te werk nie; of
- (b) langer as agt uur, uitgesonderd etenspouses, op 'n bepaalde dag te werk nie: Met dien verstande dat in 'n bedryfsinrigting waarin—
 - (i) die gewone werkure op een dag in elke week hoogstens vyf is, 'n werknemer toegelaat of daar van hom vereis kan word om hoogstens 'n halfuur langer op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers gewoonlik hoogstens vyf dae per week werk, 'n werknemer toegelaat of daar van hom vereis kan word om op enige werkdag hoogstens een en 'n kwart uur langer te werk; of
- (c) langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees; of

(2) Vir die toepassing van subklousule (1) (a), word geag dat 'n werknemer wat nie op 'n vakansiedag in klousule 8 (7) (a) bedoel, werk nie, of wat op sodanige vakansiedag minder werk as sy gemiddelde getal gewone werkure vir dié dag van die week waarop sodanige vakansiedag val, sy gemiddelde getal gewone werkure op daardie dag van die week werk het.

(3) Die gewone werkure van 'n nagwag is hoogstens 60 uur per week, en aan sodanige nagwag moet een vry nag in elke sewe agtereenvolgende nagte toegestaan word.

(4) Indien daar nie van werkgewers vereis word om op 'n bepaalde dag in 'n bedryfsinrigting teenwoordig te wees om te werk nie, moet hulle individueel of by kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werksaam is, voor sodanige dag in kennis gestel word dat hul dienste nie nodig sal wees nie.

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

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

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

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

(6) Onderstaande ruspouses moet aan elke werknemer toegestaan word en moet gereken word as tyd gewerk:

- (a) Op elke dag, minstens 10 minute in die oggend tussen 10h00 en 11h00, mits daar een uur gewerk is;
- (b) van Maandag tot Vrydag, minstens 10 minute elke namiddag tussen 15h30 en 16h00, mits daar een uur gewerk is.

Gedurende die ruspouses waarvoor in paragrafe (a) en (b) voorsiening gemaak word, moet alle masjinerie in die bedryfsinrigting stopgesit word en mag daar nie van 'n werknemer vereis of mag hy nie toegelaat word om te werk nie.

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

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

(b) Wanneer 'n skof tot in die nagure strek, moet daar vir sodanige nagure betaal word teen 'n premie van vyf persent van die uurloon, wat vir die toepassing van hierdie klousule die weekloon moet wees, gedeel deur 42 ten opsigte van die ure tussen 18h00 en 22h00 gewerk en teen 'n premie van 10 persent van die uurloon, op dieselfde manier bereken, ten opsigte van die ure tussen 22h00 en 06h00 gewerk.

(c) Tyd deur 'n skofwerker gewerk buite die gewone skofure waarvan die Raad in kennis gestel is, is aan klousule 6 (3) onderworpe.

5. HOURS OF WORK

(1) Save as is otherwise provided for 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 intervals, in any one week; or
- (b) to work for more than eight hours, excluding meal intervals, 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.

(2) For the purposes of subclause (1) (a), an employee who does not work on any holiday referred to in clause 8 (7) (a) or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(3) The ordinary hours of work of a night watchman shall not exceed 60 hours per week and such night watchman shall be allowed one night off duty in every seven consecutive nights.

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

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

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

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

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

(6) The following rest intervals shall be allowed to every employee and shall be reckoned as time worked:

- (a) On each day, a period of not less than 10 minutes in the morning between the hours of 10h00 and 11h00, provided that one hour has been worked;
- (b) from Mondays to Fridays, a period of not less than 10 minutes every afternoon between the hours of 15h30 and 16h00, provided that one hour has been worked.

During the rest intervals provided for in paragraphs (a) and (b) the operation of all machinery in the establishment shall cease, and no employee shall be required or permitted to work.

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

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

(b) When any shift extends into the night hours, such night hours shall be paid for at a premium of 5 percent on the hourly rate which, for the purposes of this clause, shall be the weekly wage divided by 42 in respect of the hours worked between 18h00 and 22h00 and at a premium of 10 percent on the hourly rate similarly calculated in respect of hours worked between 22h00 and 06h00.

(c) Time worked by an employee on shift work outside of the ordinary shift hours as notified to the Council shall be subject to the provisions of clause 6 (3).

- (d) Wanneer daar volgens 'n drieskofstelsel gewerk word, is klousule 6 (3) van toepassing op alle ure wat daar langer as sewe en 'n half uur gewerk word.
- (e) Klousule 6 (4) is nie van toepassing op 'n skofwerker wat tot op 'n Saterdag aanhou werk nadat hy op 'n Vrydag begin werk het nie.
- (9) (a) Elke werkgever moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, die Raad skriftelik in kennis stel van die aanvangs- en die uiteinde van elke seksie of afdeling van sy bedryfsinrigting.
- (b) Elke werkgever wat die tye vermeld in paragraaf (a) verander, moet die Raad binne drie dae na die datum waarop sodanige verandering aangebring is, skriftelik daarvan in kennis stel.
- (10) Ondanks andersluidende bepalings in hierdie Ooreenkoms, sluit die werkure van 'n drywer van 'n afleweringsvoertuig alle tydperke in waar daar gedryf word en alle tyd wat aan ander werk in verband met die voertuig of die vrag bestee word en alle tydperke wat 'n werknemer verplig is om op sy pos te bly, gereed om te werk, maar dit sluit nie etenspouses in nie.

6. OORTYDWERK

- (1) Ondanks klousule 5 (1) (a) en (b) en behoudens hierdie klousule, kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—
- (a) 10 uur; of
- (b) 'n getal ure (wat meer as 10 kan wees) wat die Raad vasgestel het by skriftelike kennisgewing aan die werkgever waarin die werknemer of die klas werknemer op wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gemeld word:

Met dien verstande dat geen werkgever 'n vroulike werknemer mag toelaat of van haar mag vereis om langer oortyd te werk nie—

- (a) as twee uur op 'n dag;
- (b) as op drie agtereenvolgende dae;
- (c) as op 60 dae in 'n jaar;
- (d) as een uur op 'n dag na voltooiing van haar gewone werkure, tensy hy—
 - (i) sodanige werknemer voor die middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer betyds 'n voorgeskrewe toelae betaal het sodat sy 'n ete kan bekom, voordat sy met die oortydwerk moet begin.

(2) Daar mag van geen werknemer vereis word om oortyd te werk nie, tensy die werkgever sodanige werknemer die dag voordat sodanige oortyd gewerk moet word daarvan kennis gegee het.

(3) 'n Werknemer, uitgesonderd 'n nagwag, wat voor sy gewone aanvangstyd of na sy gewone uiteinde tyd werk, moet, behoudens subklousule (4) hiervan, vir elke uur of gedeelte van 'n uur aldus gewerk, soos volg betaal word:

- (a) As hy op enige dag van Maandag tot en met Vrydag gewerk het, sy uurloon plus 33 $\frac{1}{3}$ persent;
- (b) as hy op Saterdagmiddag gewerk het, sy uurloon plus 50 persent.
- (4) Wanneer dit vir 'n bedryfsinrigting gebruiklik is om die gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n nagwag, van wie daar vereis word om op Saterdagoggend te werk, vir elke uur of gedeelte van 'n uur aldus gewerk een en 'n derde maal sy uurloon betaal word, ongeag die getal ure wat hy werklik tussen Maandag en Vrydag gewerk het.

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

- (a) of die werknemer soos volg betaal:
 - (i) Indien hy hoogstens vier uur aldus werk, minstens die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk; of
 - (ii) indien hy langer as vier uur aldus werk, minstens dubbel sy gewone besoldiging vir die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag;
- (b) of die werknemer besoldig teen minstens een en 'n derde maal sy gewone besoldiging vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf

- (d) When a three-shift system is worked, the provisions of clause 6 (3) shall apply to all hours worked in excess of seven and a half hour's working time.
- (e) The provisions of clause 6 (4) shall not apply in the case of an employee engaged on a shift which continues into a Saturday, having commenced on Friday.
- (9) (a) Every employer shall, within one month from the date on which this Agreement comes into operation, furnish the Council in writing with the starting and finishing times of section or every department of his establishment.
- (b) Every employer who varies the times referred to in paragraph (a) shall notify the Council in writing of the variation within three days after the date on which the variation is made.
- (10) Notwithstanding anything to the contrary contained in this Agreement, the hours of work of a driver of a delivery vehicle shall include all periods of driving and any time spent on other work connected with the vehicle or the load and all periods during which an employee is obliged to remain at his post in readiness to work but shall not include meal intervals.

6. OVERTIME

(1) Notwithstanding the provisions of clause 5 (1) (a) and (b) and save as is provided for in this clause, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (a) 10 hours; or
- (b) a number of hours (which may exceed 10) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than 60 days in any year;
- (d) after completion of 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 his usual starting time or after his usual finishing time shall, subject to the provisions of subclause (4) hereof, for each hour or part of an hour so worked, be paid if employed—

- (a) on any day from Monday to Friday inclusive, his hourly wage plus 33 $\frac{1}{3}$ persent;
- (b) on Saturday afternoon, his hourly wage plus 50 persent.

(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 a third times his hourly wage, irrespective of the number of hours actually worked between Monday and Friday.

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

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

sodanige Sondag een dag vakansie toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(6) Wanneer 'n werknemer besoldig word op 'n ander grondslag as volgens die tyd wat hy werklik gewerk het, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet dit op 'n bepaalde dag bepaal word deur sy totale verdienste gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgever, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is.

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure diens doen, moet vir sodanige oortydwerk sy uurloon plus $33\frac{1}{3}$ persent betaal word. 'n Nagwag wat op sy diensvrye nag diens doen, moet dubbel sy uurloon betaal word.

(8) 'n Werknemer wat volgens 'n aansporingsloonskema werksaam is en wat oortydwerk verrig, moet vir sodanige oortydwerk betaal word teen die skaal in hierdie klousule voorgeskryf: Met dien verstande dat die oortydbesoldiging slegs volgens sy gewone weekloon, uitgesonderd aanvullende lone, bereken moet word.

(9) Wanneer daar in 'n bedryfsinrigting op 'n Saterdag of 'n Sondag buite die gewone werkure van die bedryfsinrigting gewerk word, moet 'n ruspouse van minstens 10 minute toegestaan word, waartydens die werksaamhede van alle masjinerie in die bedryfsinrigting tot stilstand moet kom en daar van geen werknemer vereis of hy toegelaat mag word om te werk nie: Met dien verstande dat daar minstens drie uur oortyd gewerk is.

7. KORTTYD

(1) 'n Werkgever wat voornemens is om korttyd te laat werk, moet sy werknemers of individueel of by skriftelike kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werksaam is, daarvan kennis gee, en wel voor of op die dag voordat sodanige korttyd gewerk moet word.

(2) Wanneer korttyd in 'n bedryfsinrigting gewerk is, kan die werkgever, behoudens klousule 4 (1) (c), 'n *pro rata*-bedrag aftrek van die gewone weeklikse besoldiging van die betrokke werknemer.

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

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

8. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgever moet nie vroeër nie as die 10de dag en nie later nie as die 24ste dag van Desember elke jaar aan elke werknemer in sy diens, uitgesonderd 'n nagwag, afwesigheidsverlof van minstens twee agtereenvolgende weke en twee dae toestaan en sodanige werknemer voor of op die laaste werkdag voordat sodanige verlof begin, ten opsigte van elke maand diens by hom 'n verloftoelae betaal, gelyk aan een twaalfde van die loon wat hy in twee weke en twee dae sou verdien het: Met dien verstande dat—

(a) die tydperk van sodanige verlof nie mag saamval met 'n diensopseggingstermyn of militêre diens ingevolge die Verdedigingswet, 1957 nie;

(b) indien 'n openbare vakansiedag in subklousule (7) (a) van hierdie klousule bedoel, binne die tydperk van sodanige verlof val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir sodanige openbare vakansiedag, en gelyktydig met die verloftoelae, 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy gemiddelde getal gewone daaglikse werkure gewerk het.

Opmerking.—Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klousule betaalbaar is, beteken besoldiging vir „twee dae” twee vyftendes van die weekloon.

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

(3) Vir die berekening van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is, word diens vir 'n halfmaand of langer geag diens vir 'n volle maand te wees en beteken „halfmaand” 'n tydperk van 15 agtereenvolgende kalenderdae (afgesien van die getal werkdae): Met dien verstande dat as 'n werknemer te eniger tyd

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

(7) A night watchman who is on duty for time in excess of 12 consecutive hours, shall for such excess time be paid at the rate of his hourly wage plus $33\frac{1}{3}$ percent. A night watchman who is on duty on his night off shall be paid at double the rate of his hourly wage.

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

(9) When work is performed on a Saturday or a Sunday in an establishment outside the ordinary working hours of the establishment, a rest interval of not less than 10 minutes shall be granted, during which the operation of all machinery in the establishment shall cease and no employee shall be required or permitted to work: Provided that not less than three hours overtime has been worked.

7. SHORT-TIME

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

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

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

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

8. HOLIDAYS AND ANNUAL LEAVE

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

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military service in pursuance of the Defence Act, 1957;

(b) if any public holiday referred to in subclause (7) (a) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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 for in subclause (1).

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of subclauses (1) and (2) and “half a month” shall mean any period of 15 consecutive calendar days (irrespective of working days): Provided that if an employee is given

gedurende die maande November of Desember kennis gegee word, hy die volle verloftoelae, bereken ooreenkomstig subklousule (1), vir daardie maand moet ontvang: Voorts met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wie se diens beëindig word om enige rede wat regtens onmiddellike ontslag regverdig nie, en ook nie op 'n werknemer wat minder as drie maande ononderbroke diens by die werkgever gehad het op die datum waarop hy kennis van diensopsegging gegee word nie: Voorts met dien verstande dat as 'n werknemer kennis gegee word te eniger tyd gedurende die maand waarin die fabriek vir verlofdoeleindes sluit, hy die volle vakansiebesoldiging, bereken ooreenkomstig subklousule (1), vir daardie maand moet ontvang: Voorts met dien verstande dat as 'n werknemer kennis gee en sodanige kennisgewing eindig op die sluitingsdag van die fabriek gedurende genoemde maand, hy daarop geregtig is om een twaalfde van die vakansiebesoldiging vir die maand te ontvang.

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

Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, moet sy besoldiging vir die berekening van die verloftoelae wat ingevolge subklousules (1), (2) en (3) betaalbaar is, bereken word asof hy per uur betaal word en moet sy besoldiging op 'n bepaalde datum vasgestel word deur sy totale besoldiging gedurende die tydperk van agt weke onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgever, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is: Met dien verstande dat as voornoemde besoldiging bereken moet word met die doel om die verloftoelae te betaal wat verskuldig is ten opsigte van die jaarlikse verloftydperk soos in subklousule (1) hiervan bedoel, voornoemde tydperk van agt weke of die totale tydperk van sy diens, naamlik die kortste tydperk, geag kan word te verstrek op 'n datum hoogstens vier weke voor die datum met ingang waarvan die werknemer se verlof toegestaan word.

(5) (a) Ondanks subklousule (1) moet 'n werkgever 'n nagwag 21 agtereenvolgende kalenderdae verlof toestaan vir elke voltooië tydperk van 12 maande diens, en moet hy, voor of op die laaste werkdag voordat sodanige verlof begin, sodanige werknemer 'n bedrag van minstens drie maal die weekloon betaal waarop hy met ingang van die eerste verlofdag geregtig is.

(b) Die verlof in paragraaf (a) voorgeskryf, moet toegestaan word wanneer dit die werkgever redelikerwys pas: Met dien verstande dat indien sodanige verlof nie vroeër toegestaan word nie, dit toegestaan moet word binne drie maande na voltooiing van die diensjaar waarop dit betrekking het: Voorts met dien verstande dat—

(i) die verloftydperk nie met 'n diensopseggingstermyn of militêre diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

(ii) indien 'n openbare vakansiedag soos in subklousule (7) (a) van hierdie klousule bedoel binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk as 'n verdere verloftydperk gevoeg moet word en die werknemer vir sodanige openbare vakansiedag, en gelyktydig met die verloftoelae, die loon betaal moet word wat hy sou verdien het indien hy op sodanige openbare vakansiedag sy gemiddelde getal daaglikse gewone werkure gewerk het.

(c) 'n Nagwag wie se diens gedurende enige tydperk van 12 maande diens eindig voordat die verloftydperk in paragraaf (a) voorgeskryf, ten opsigte van daardie tydperk opgeloopt het, moet by sodanige beëindiging, benewens alle ander besoldiging aan hom verskuldig, vir elke voltooië maand van sodanige diens tydperk minstens een kwart van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(6) Enige tydperk waarin 'n werknemer—

(a) kragtens subklousules (1), (5) en (9) met verlof is; of

(b) militêre diens ingevolge die Verdedigingswet, 1957, ondergaan; of

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

(d) weens siekte of 'n bevalling van die werk afwesig is; word vir die toepassing van subklousules (1), (2) en (5) geag diens te wees: Met dien verstande dat, as die werknemer versuim om, nadat

notice at any time during the months of November or December, he shall receive the full leave allowance, calculated in terms of subclause (1), for these months: Provided further that the provisions of this paragraph shall not apply to an employee whose services are terminated for any cause recognised by law as sufficient to justify instant dismissal nor to an employee who has had less than three months' continuous service with the employer at the date on which he is given notice of the termination of his services: Provided further 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 subclause (1) for that month: Provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month he shall be entitled to receive the one twelfth holiday pay for the month.

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

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

(5) (a) Notwithstanding the provisions of subclause (1), an employer shall, in the case of a night watchman, grant to such an employee 21 consecutive calendar days' leave in respect of every completed period of 12 months of employment and shall pay such employee not later than the last working day before the commencement of such leave an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave.

(b) The leave prescribed in paragraph (a) shall be granted at the reasonable convenience of the employer: Provided that if such leave is not granted earlier it shall be granted within three months of completion of the year of employment to which it relates: Provided further that—

(i) the period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military service in pursuance of the Defence Act, 1957;

(ii) if any public holiday referred to in subclause (7) (a) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

(c) A night watchman whose employment terminates during any period of 12 months of employment before the period of leave prescribed in paragraph (a) in respect of that period has accrued, shall, upon termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one fourth of the weekly wage he was receiving immediately before the date of such termination.

(6) Any period during which an employee—

(a) is on leave in terms of subclauses (1), (5) and (9); or

(b) undergoes military service in pursuance of the Defence Act, 1957; or

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

(d) is absent from work owing to illness or confinement; shall be deemed to be employment for the purposes of subclauses (1), (2) and (5): Provided that the provisions of paragraph (d) of this

die werkgewer hom daarom versoek het, 'n sertifikaat van 'n mediese praktisyn aan sy werkgewer voor te lê waarin verklaar word dat hy weens siekte of 'n bevalling verhinder is om sy werk te doen, paragraaf (d) van hierdie subklousule nie van toepassing is op 'n tydperk van afwesigheid weens siekte of 'n bevalling wat meer as drie agtereenvolgende dae beloop of op daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens wat langer as 30 dae is nie: Voorts met dien verstande dat die tydperk van militêre diens wat geag word diens te wees hoogstens vier maande in 'n bepaalde jaar diens mag beloop.

- (7) (a) Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging: Met dien verstande dat wanneer 'n werknemer op enigeen van hierdie dae werk, sy werkgewer hom, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, minstens sy gewone besoldiging moet betaal vir die totale tydperk op sodanige dag gewerk.
- (b) Ingeval 'n werkgewer die dienste van 'n werknemer beëindig gedurende die week waarin Goeie Vrydag val, of ingeval 'n werknemer sy dienste gedurende daardie week beëindig weens swak gesondheid, wat in die geval van 'n vroulike werknemer ook swangerskap insluit, moet sodanige werknemer, benewens enige ander besoldiging wat aan hom verskuldig is, twee dae se loon vir Goeie Vrydag en Gesinsdag betaal word.
- (c) Indien enigeen van die openbare vakansiedae in paragraaf (a) van hierdie subklousule bedoel, op 'n Saterdag of 'n Sondag val, moet die loon vir sodanige vakansiedag teen een vyfde van die gewone weekloon bereken word.
- (d) Ingeval 'n werkgewer die dienste van 'n werknemer gedurende die maande November of Desember beëindig, moet die werknemer, benewens enige ander besoldiging aan hom verskuldig, een dag se besoldiging betaal word vir elkeen van die openbare vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag) ten opsigte waarvan geen betaling reeds aan hom gedoen is nie, en die loon betaalbaar vir so 'n vakansiedag moet bereken word teen een vyfde van die normale weekloon: Met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wie se diens beëindig word om enige rede wat regtens beskou word as voldoende om onmiddellike ontslag te regverdig nie en ook nie op 'n werknemer wat minder as drie maande ononderbroke diens by die werkgewer gehad het op die datum waarop hy kennis van diensopsegging gegee word nie.
- (e) Ingeval 'n werknemer sy diens gedurende die maand Desember beëindig vanweë swak gesondheid, wat swangerskap insluit, moet hy, benewens enige ander besoldiging aan hom verskuldig, een dag se besoldiging betaal word vir elkeen van die openbare vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag) ten opsigte waarvan geen betaling reeds aan hom gedoen is nie, en die loon betaalbaar vir so 'n vakansiedag moet bereken word teen een vyfde van die normale weekloon.
- (f) 'n Werkgewer moet, voordat die vakansie in subklousule (1) bedoel, toegestaan word—
 - (i) sy werknemers minstens 30 dae vooraf kennis gee van die laaste datum waarop die verlof toegestaan sal word en van die vroegste datum waarop hulle weer met hul werk sal moet begin;
 - (ii) sy werknemers kennis gee van die werklike datum waarop hulle weer met hul werk moet begin.

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

(8) Ondanks andersluidende bepalings in hierdie Ooreenkoms beteken die woord „besoldiging”, vir die toepassing van subklousule (4), die loon voorgeskryf in Kolom B van die Aanhangsel bedoel in klousule 4 (1) (a) (i) vir die werksaamheid waarvoor die werknemer in diens is: Met dien verstande dat indien 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as wat voorgeskryf is, dit dié hoër bedrag beteken: Voorts met dien verstande dat hierdie subklousule nie van toepassing is op 'n werknemer in diens volgens 'n aansporingsloon- of ander bonusskema kragtens klousule 21 nie.

- (9) (a) Elke werknemer wat 12 agtereenvolgende maande diens by dieselfde werkgewer voltooi het wanneer die bedryfsinrigting ingevolge subklousule (1) sluit, moet 'n vakansiebonus betaal word van minstens twee vyfdes van die weekloon wat die werknemer ontvang wanneer die bedryfsinrigting sluit: Met dien verstande dat 'n werknemer wie se diens

subclause shall not apply in respect of any period of absence owing to illness or confinement 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 stating that he was prevented by illness or confinement from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days: Provided further that the period of military service which shall be deemed to be employment shall not exceed four months in any one year of employment.

- (7) (a) Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and New Year's Day shall be holidays on full pay: Provided that whenever an employee works on any of these days, his employer shall pay him in addition to the remuneration to which he would have been entitled had he not so worked, remuneration at a rate of not less than his ordinary rate of remuneration in respect of the total period worked on such day.
- (b) In the event of an employer terminating the services of an employee during the week in which Good Friday falls, or in the event of an employee terminating his services during that week on account of ill-health which, in the case of a female employee, shall include pregnancy, he shall, in addition to any other remuneration due to him, be paid two days' pay in respect of Good Friday and Easter Monday.
- (c) If any of the public holidays referred to in paragraph (a) of this subclause falls on a Saturday or a Sunday, the pay for such holiday shall be calculated at the rate of one fifth of the normal weekly wage.
- (d) In the event of an employer terminating the services of an employee during the months of November or December, the employee shall be paid, in addition to any other remuneration due to him, one day's pay in respect of each of the public holidays (Day of the Covenant, Christmas Day and New Year's Day) in respect of which no payment has already been made to him, and the wage payable for such holiday shall be calculated at the rate of one fifth of the normal weekly wage: Provided that the provisions of this paragraph shall not apply to an employee whose services are terminated for any cause recognised by law as sufficient to justify instant dismissal nor to an employee who has had less than three months' continuous service with the employer at the date on which he is given notice of the termination of his services.
- (e) In the event of an employee terminating his services during the month of December on account of ill-health, which shall include pregnancy, he shall be paid, in addition to any other remuneration due to him, one day's pay in respect of each of the public holidays (Day of the Vow, Christmas Day and New Year's Day) in respect of which no payment has already been made to him, and the wage payable for such holiday shall be calculated at the rate of one fifth of the normal weekly wage.
- (f) An employer shall, prior to granting the holiday period referred to in subclause (1)—
 - (i) give his employees at least 30 days' notice of the latest date on which the leave will be granted and the earliest date upon which they will be required to recommence work;
 - (ii) give his employees notice of the actual date upon which they will be required to recommence work.

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

(8) Notwithstanding anything to the contrary contained in this Agreement, the term “remuneration” shall, for the purposes of subclause (4), mean the wage prescribed in Column B of the Annexure referred to in clause 4 (1) (a) (i) for the operation on which the employee is employed: Provided that if an employer regularly pays an employee an amount higher than that prescribed, it shall mean such higher amount: Provided further that the provisions of this subclause shall not apply to an employee engaged on a wage incentive or other bonus scheme in terms of clause 21.

- (9) (a) Every employee who has completed 12 consecutive months of employment with the same employer when the establishment closes in terms of subclause (1), shall be paid a holiday bonus of not less than two fifths of the weekly wage which the employee is receiving when the establishment closes: Provided that an employee whose employment

'n aanvang neem op die datum waarop die bedryfsinrigting na die jaarlikse verloftydperk heropen, geag moet word vir 'n tydperk van 12 maande in diens te gewees het indien hy nog in die diens van dieselfde werkgever is wanneer die bedryfsinrigting vir die volgende tydperk van jaarlikse verlof ingevolge subklousule (1) sluit.

- (b) Die vakansiebonus in paragraaf (a) bedoel, moet aan die werknemer betaal word voor of op die laaste werkdag voordat die bedryfsinrigting ingevolge subklousule (1) sluit.

9. WERKPLEK EN BUITEWERK

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

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

(3) Geen werkgever mag vereis of toelaat dat buitewerk verrig word nie, behalwe ooreenkomstig 'n sertifikaat wat deur die Uitvoerende Komitee uitgereik is.

10. DIENSBEÏNDIGING

(1) 'n Werkgever of sy werknemer wat die dienskontrak wil beëindig, moet minstens een week vooraf skriftelik kennis gee van sy voorneme om die kontrak te beëindig. Met dien verstande dat, in die geval van 'n nuwe werknemer, of die werkgever of die werknemer die dienskontrak aan die einde van die vyfde werkdag van sodanige werknemer sonder kennisgewing kan beëindig.

(2) Vir die toepassing van hierdie klousule beteken „nuwe werknemer” 'n werknemer wat nie gedurende die tydperk van 12 maande onmiddellik voor die datum waarop hy in diens geneem is, vir die werkgever by wie hy werksaam is, gewerk het nie.

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

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

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

(6) 'n Werknemer wie se dienste nie na verstryking van die verloftydperk in klousule 8 (1) en (5) van hierdie Ooreenkoms voorgeskryf nodig sal wees nie, moet minstens een week voordat sodanige verloftydperk begin daarvan in kennis gestel word, anders is hy geregtig op betaling, in plaas van kennisgewing, van 'n bedrag gelyk aan die gewone weekloon wat hy op die aanvangsdatum van sodanige tydperk ontvang het.

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

(8) Subklousule (1) tot (7) raak nie die volgende nie:

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

(b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer as dié in hierdie klousule voorgeskryf, in welke geval betaling in plaas van kennisgewing eweredig moet wees aan die kennisgewingstermyn waarvoor ooreengekom is.

(9) Waar 'n werknemer altesaam minder as 42 uur gedurende 'n tydperk van vier agtereenvolgende weke korttyd gewerk het, word sy dienskontrak na verstryking van daardie tydperk geag outomaties beëindig te wees en is die werknemer, benewens betaling ingevolge hierdie Ooreenkoms, geregtig op betaling van 'n bedrag gelyk aan sy gewone weekloon, vir die werk wat hy verrig het. Alle tydperke waarin 'n bedryfsinrigting gesluit is en wat onmiddellik volg op die jaarlikse verloftydperk waarvoor in klousule 8 (1) voorsiening gemaak word of dit onmiddellik voorafgaan, word geag korttyd te wees.

(10) Wanneer 'n ander openbare vakansiedag as een van die vakansiedae in klousule 8 (7) (a) genoem op 'n werkdag binne 'n diensopseggingstermyn ooreenkomstig hierdie klousule val en die

commences on the date on which an establishment re-opens after the annual leave period, shall be deemed to have been employed for a period of 12 months if he is still in the employ of the same employer when the establishment closes for the next period of annual leave in terms of subclause (1).

- (b) The holiday bonus referred to in paragraph (a) shall be paid to the employee not later than the last working day before the establishment closes in terms of subclause (1).

9. PLACE OF EMPLOYMENT AND OUTWORK

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

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

(3) No employer shall require or permit outwork to be performed except under a licence issued by the Executive Committee.

10. TERMINATION OF EMPLOYMENT

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

(2) For the purposes of this clause a "new employee" means an employee who has not worked for the employer by whom he is engaged during the period of 12 months immediately prior to the date on which he is engaged.

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

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

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

(6) An employee whose services will not be required at the expiration of the leave period prescribed in clause 8 (1) and (5) of this Agreement shall be given notice of that fact not less than one week before such leave period begins, failing which he shall be entitled to payment in lieu of notice of an amount equal to the ordinary weekly remuneration he was receiving at the date of commencement of such period.

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

(8) The provisions of subclauses (1) to (7) shall not affect—

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

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for a period longer than that prescribed in this clause, in which case payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(9) Where an employee has been on short-time amounting to less than 42 hours' work during a period of four consecutive weeks, his contract of employment shall at the expiration of that period be regarded as automatically terminated and the employee shall, in addition to any payment in terms of this Agreement, be entitled to payment of an amount equal to his ordinary weekly remuneration for the work he has performed. Any period during which an establishment is closed which immediately follows or precedes the annual leave period provided for in clause 8 (1) shall be regarded as short-time.

(10) Whenever a public holiday other than one of the holidays mentioned in clause 8 (7) (a) falls on a working day which is within any period of notice given in terms of this clause and the department

afdeling van die bedryfsinrigting waarin die betrokke werknemer werksaam is op sodanige dag gesluit is, is die werknemer nogtans geregtig op betaling van een vyfde van sy gewone weekloon vir sodanige openbare vakansiedag.

(11) Die diensopseggingstermyn wat in subklousule (1) voorgeskryf word, mag nie saamval met, en 'n werkgewer mag ook nie sodanige kennis gee nie gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 8 of gedurende 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, nie.

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

(13) Vir die toepassing van subklousules (5), (6) en (9), omvat „gewone weeklikse besoldiging” nie 'n aanvullende loon nie.

11. VERSEKERING TEEN BRAND

(1) Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis in stand hou wat voorsiening maak vir die betaling van een week se lone aan al die werknemers van die werkgewer wat weens 'n brand nie kan werk nie: Met dien verstande dat, indien die stopsetting van die werk korter as een week duur, 'n *pro rata*-bedrag betaal moet word.

(2) Elke werkgewer wat 'n polis ingevolge subklousule (1) uitgeneem het, moet binne 14 dae nadat hy deur 'n agent van die Raad daarom versoek is, 'n sertifikaat van die versekeringsmaatskappy toon waarin verklaar word dat versekeringsdekking bestaan om aan die vereistes van subklousule (1) te voldoen en waarin verder die tydperk gemeld word waarvoor die polis geldig is.

(3) Indien dit vir die werkgewer onmoontlik is om so 'n versekeringspolis te verkry, moet hy, indien hy dit nie alreeds gedoen het nie, binne twee maande na die datum waarop hierdie Ooreenkoms in werking tree of binne twee maande na die datum waarop hy tot die Nywerheid toetree, naamlik die jongste datum, by die Raad 'n bedrag deponeer wat gelyk is aan al die werknemers in die bedryfsinrigting se lone vir een week, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n uitbetaling aan die werknemers nodig is: Met dien verstande dat as dit nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgewer is.

(4) Die rente op geld aldus belê, val aan die algemene fondse van die Raad toe.

12. DIENSSERTIFIKATE

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

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

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

(4) Elke werkgewer moet ten opsigte van elke werknemer wat sy diens verlaat aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6056, 'n sertifikaat verstrek in die vorm in Aanhangsel B van hierdie Ooreenkoms voorgeskryf. Sodanige sertifikate moet agtereenvolgens genommer word en een kopie van elkeen moet deur die werkgewer bewaar word.

13. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

(2) Daar moet aan hoogstens twee lede van die vakverenigings wat partye by die Raad is toestemming verleen word om jaarlikse konferensies by te woon as verteenwoordigers van die vakverenigings vir elke regsgebied van 'n distrikskomitee van die Raad.

of the establishment in which the employee concerned is employed is closed on such day, the employee shall, nevertheless, be entitled to be paid in respect of such public holiday an amount equal to one fifth of his ordinary weekly remuneration.

(11) The period of notice prescribed in subclause (1) shall not run concurrently with nor shall such notice be given by an employer during the employee's absence on annual leave in terms of clause 8 or during any period of military service in pursuance of the Defence Act, 1957.

(12) When an employee is absent from work owing to illness or confinement for a period exceeding 30 consecutive days the employer shall be entitled summarily to terminate the contract of employment without payment by notifying the employee and the Secretary of the Council to that effect in writing.

(13) For the purposes of subclauses (5), (6) and (9), "ordinary weekly remuneration" does not include any supplementary wage.

11. INSURANCE AGAINST FIRE

(1) Every employer shall maintain a policy of insurance with a registered insurance company which shall provide for the payment to be made to all employees of the employer who are deprived of work through fire, the amount of one week's wages: Provided that, should the stoppage of work be for a period of less than one week, a *pro rata* payment shall be made.

(2) Every employer who has taken out a policy in terms of subclause (1) shall, within 14 days of being requested to do so by an agent of the Council, produce a certificate from the insurance company certifying that insurance cover to meet the requirements of subclause (1) exists and further certifying the period for which the policy is valid.

(3) Should it not be possible for the employer to obtain such a policy of insurance, he shall, if he has not already done so, within two months of the date of coming into operation of this Agreement or within two months of becoming engaged in the Industry, whichever is the later, deposit with the Council an amount equal to one week's wages of all employees in the establishment which the Council shall retain in a special trust-investment account until required for a like payment to employees: Provided that if not so paid to employees it shall be the property of the employer.

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

12. SERVICE CERTIFICATES

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

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

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

(4) Every employer shall furnish to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6056, a certificate in the form of Annexure B to this Agreement in respect of every employee leaving his service. Such certificates shall be numbered consecutively and one copy of each shall be retained by the employer.

13. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

(2) Permission shall be granted to up to two members of the trade unions which are parties to the Council to attend annual conferences as representatives of the trade unions for each area of jurisdiction of a District Committee of the Council.

14. ADMINISTRASIE VAN OOREENKOMS

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

15. VRYSTELLINGS

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

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is, vasstel: Met dien verstande dat die Raad of die Uitvoerende Komitee 'n vrystellingsertifikaat na een week skriftelike kennisgewing aan die betrokke persoon kan intrek as hy dit goeddink.

Ingeval die Raad of die Uitvoerende Komitee 'n hoër loon spesifiseer as dié deur die distrikskomitee vasgestel, is sodanige hoër loon van toepassing vanaf die datum van die Raad of die Uitvoerende Komitee se beslissing.

Ingeval die Raad of die Uitvoerende Komitee 'n aansoek weier, kan agterstallige lone bereken word slegs vir die tydperk langer as ses weke vanaf die datum waarop die werksaamheid begin het.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan sodanige 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 agtereenvolgens nummer;
 - (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

16. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag van 'n werknemer onder die ouderdom van 15 jaar vereis of hom toelaat om in 'n bedryfsinrigting te werk nie.

17. AGENTE

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

18. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

(1) By die indiensneming van werknemers moet voorkeur aan lede van die vakverenigings gegee word, en werkgewers moet aan beames van die vakverenigings alle redelike fasiliteite verleen om organisasiewerk onder werknemers te doen.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenvoorgangers en/of 'n werkwinkelkomitee uit hul geledere aan te stel ooreenkomstig die bepalings in die konstitusie van die betrokke vakvereniging betreffende die aanstelling van werkwinkelverteenvoorgangers en werkwinkelkomitees, en die betrokke werkgewer moet volle erkenning aan sodanige werkwinkelverteenvoorgangers en werkwinkelkomitee verleen en redelike fasiliteite verskaf vir hul vergaderings en oorlegpleging met hulle in verband met sake betreffende geskille en die werktoestande van die werknemers oor die algemeen.

(3) Wanneer 'n werknemer en 'n vakvereniging wat 'n party by die Raad is 'n werkgewer skriftelik daarom versoek, moet die werkgewer die bedrag van die werknemer se ledegeld vir die vakvereniging solank sodanige ledegeld deur die werknemer aan die vakvereniging verskuldig is van die loon van daardie werknemer aftrek en moet hy teen die 15de dag van die daaropvolgende maand die bedrag wat aldus afgetrek is aan die beaampte oorhandig wat deur die vakvereniging aangestel is om dit te ontvang, of aan die geregistreerde kantoor van die vakvereniging pos.

14. 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.

15. EXEMPTIONS

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

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

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

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which such 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 Committee shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

16. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall require or permit any employee under the age of 15 years to work in an establishment.

17. AGENTS

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

18. EMPLOYMENT OF MEMBERS OF TRADE UNIONS

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

(2) The members of the trade unions in every 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 employees generally.

(3) Upon being requested in writing by an employee and by a trade union which is a party to the Council to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions for so long as such subscriptions are due by the employee to the trade union and shall, by the 15th of each succeeding month, hand the amount so deducted to the official appointed by the trade union to receive it, or alternatively, shall send it by post to the registered office of the trade union.

19. VERBODE INDIENSNEMING

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

20. GETALSVERHOUDING VAN WERKNEMERS

Die bepalings betreffende getalsverhouding in Aanhangsel C bedoel, moet deur alle werkgevers en werknemers in die Nywerheid nagekom word: Met dien verstande dat 'n werkgever by die bepaling van die getalsverhouding van werknemers nie in aanmerking geneem mag word nie.

21. AANSPOINGSLOONSKEMA

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat om volgens 'n aanspoingsloonskema of stukwerkstelsel te werk, daarin te deel of daaraan deel te neem nie, tensy sodanige werkgever kragtens 'n vrystellingstifikaat behoorlik daartoe gemagtig is. Die Raad of die Uitvoerende Komitee van die Raad kan sodanige vrystellingstifikaat uitreik op dié voorwaardes wat die Raad van tyd tot tyd voorskryf.

(2) Aansoek om sodanige vrystelling moet in die eerste plek gerig word aan die distrikskomitee in wie se gebied die bedryfsinrigting van die werkgever geleë is, en die distrikskomitee moet dan 'n aanbeveling in verband met sodanige aansoek by die Uitvoerende Komitee doen. Elke aansoek moet, benewens ander besonderhede wat die werkgever wil voorlê, die naam van die firma, die getal werknemers, die afdeling en die betrokke werksaamhede meld en 'n kort uiteensetting van die voorgestelde skema gee.

22. DIFFERENSIËLE WERK

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

23. GEREEDSKAP

Die werkgever moet alle gereedskap gratis verskaf.

24. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na daardie datum tot die Nywerheid toetree, moet binne een maand na die datum waarop hy met werksaamhede begin, die volgende besonderhede, wat skriftelik en deur die werkgever onderteken moet wees, aan die sekretaris van die distrikskomitee vir die betrokke gebied stuur:

Sy volle naam en, indien die werkgever 'n vennootskap is, die volle name van al die vennote, en indien die werkgever 'n maatskappy is, die volle name van sy sekretaris, direkteure en bestuurders, die naam waaronder en die adres of adresse waar hy sake doen.

(2) In die geval van 'n verandering in die naam waaronder of die adres of adresse waar sake gedoen word of in die name van die vennote of, indien die werkgever 'n maatskappy is, in die name van die sekretaris of direkteure of bestuurders van sodanige maatskappy, of in geval van die sekwestrasie van die werkgever se boedel of, indien die werkgever 'n maatskappy is, in geval van die likwidasie van die maatskappy of, ingeval die sakeonderneming oorgedra of afstand daarvan gedoen word of as 'n ander sakeonderneming aangeskaf of begin word, moet elke werkgever die sekretaris van die distrikskomitee vir die betrokke gebied binne 14 dae na die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, aanskaffing of begin, daarvan in kennis stel by wyse van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, aanskaffing of begin, na gelang van die geval, verstrek moet word.

25. WAARBORG: VERLOFBESOLDIGING EN BYDRAE

(1) Elke werkgever in die Nywerheid moet teen die einde van Februarie elke jaar en elke werkgever wat tot die Nywerheid toe-

19. PROHIBITED EMPLOYMENT

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

20. PROPORTION OR RATIO OF EMPLOYEES

The ratio provisions referred to in Annexure C shall be observed by all employers and employees in the Industry: Provided that an employer shall not be taken into consideration for the purpose of determining the ratio of employees.

21. WAGE INCENTIVE SCHEME

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

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

22. DIFFERENTIAL WORKING

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

23. TOOLS

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

24. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so in pursuance of any previous agreement shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month of the date on which he starts business, forward to the Secretary of the District Committee for the area concerned the following particulars, which shall be in writing and signed by the employer:

His full name, and if the employer is a partnership, the full names of all the partners, and, if the employer is a company, the full names of its secretary and its directors and managers, the name under and the address or addresses at which he carries on business.

(2) In the event of any change in the name under or the address or addresses at which business is carried on or among the partners, or, if the employer is a company, of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding up of the company, or in the event of the transfer or abandonment of the business carried on or the acquisition or commencement of any other business, every employer shall furnish the Secretary of the District Committee for the area concerned, within 14 days of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, with a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

25. GUARANTEE: LEAVE PAY AND CONTRIBUTIONS

(1) Every employer in the Industry shall at the end of February each year and every employer entering the Industry shall within 14

tree, moet binne 14 dae na sodanige toetrede of deur middel van 'n bankwaarborg in die vorm van Aanhangsel D of deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredeheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die volgende:

- (a) Verloftoelae wat oploep ingevolge klousule 8 van hierdie Ooreenkoms;
- (b) vier weke se heffings en bydraes ten opsigte van—
 - (i) heffings verskuldig aan die raad ingevolge klousule 5 van die Administrasiefondsooreenkoms;
 - (ii) Siekefondsbysdras ingevolge klousule 6 van die Siekebystandsfondsooreenkoms;
 - (iii) Voorsorgfondsbysdras ingevolge klousule 4 van die Voorsorgfondsooreenkoms;
 - (iv) Aanvullende Siekefondsbysdras ingevolge klousule 9 van die Aanvullende Siekebystandsfondsooreenkoms;
 - (v) vakverenigingsgedegeld ingevolge klousule 18 (3) van hierdie Ooreenkoms.

(2) Indien die waarborg wat die werkgever ingedien het onvoldoende is om die betaling van verlofbesoldiging en heffings/bydraes soos in subklousule (1) bedoel, te dek, moet die werkgever op aanvraag deur die Raad die bedrag van die waarborg verhoog tot 'n bedrag wat genoegsaam is om sodanige betaling te dek.

'n Werkgever moet toegelaat word om die bedrag van die waarborg te verminder indien 'n vermindering van die getal werknemers in diens van sodanige werkgever 'n vermindering regverdig: Met dien verstande dat geen vermeerdering of vermindering van die bedrag van enige waarborg met tussenpose van minder as ses maande vereis of toegelaat mag word nie.

(3) Die Raad is daartoe geregtig om die waarborg wat deur 'n werkgever ooreenkomstig subklousule (1) by die Raad ingedien is na goeddunke aan te wend as betaling van alle bedrae wat sodanige werkgever aan die Raad verskuldig is ten opsigte van heffings of bydraes of vakverenigingsgedegeld wat ingevolge klousule 18 (3) afgetrek is of verlofbesoldiging wat ten behoeve van of aan 'n werknemer verskuldig is: Met dien verstande dat die Raad daarvan oortuig is dat sodanige bedrae deur die betrokke werkgever verskuldig en betaalbaar is.

days of such entry satisfy the Council either by way of a bank guarantee in the form of Annexure D or a certificate provided by a registered insurance company that security exists to cover the payment of the following:

- (a) Leave allowance accruing in terms of clause 8 of this Agreement;
- (b) four weeks' levies and contributions in respect of—
 - (i) levies to the Council in terms of clause 5 of the Administration Expenses Agreement;
 - (ii) Sick Fund contributions in terms of clause 6 of the Sick Benefit Fund Agreement;
 - (iii) Provident Fund contributions in terms of clause 4 of the Provident Fund Agreement;
 - (iv) Supplementary Sick Benefit Fund contributions in terms of clause 9 of the Supplementary Sick Benefit Fund Agreement;
 - (v) trade union subscriptions in terms of clause 18 (3) of this Agreement.

(2) Where the guarantee lodged by an employer is insufficient to cover the payment of leave pay and levies/contributions referred to in subclause (1), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.

(3) The Council shall be entitled to utilise the guarantee lodged by an employer with the Council in terms of subclause (1) to pay at its sole discretion any amount which may be due to the Council by such employer in respect of levies or contributions or trade union subscriptions deducted in terms of clause 18 (3) or leave pay which may be due on behalf of or to any employee: Provided that the Council is satisfied that such sums are due and payable by the employer concerned.

AANHANGSEL A
NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA
DIENSSERTIFIKAAT

Familienaam Voornamenommer
Adres Voorsorgfondsnommer
Handtekening van werkgewer L.B.S.-nommer
Geboortedatum Ras
Geslag

ONDERVINDING

Naam van werkgewer	Fabrieksnummer	Datum van indiensneming	Loon	Datum van diensverlating	Loon	Beroep	Lengte van diens			Diens uit eie beweging verlaat (Ja of Nee)	Werkgewer se handtekening
							Jaar	Maande	Dae		
.....											
.....											
.....											
.....											
.....											
.....											
.....											

L.W.—Hierdie kaart moet in 'n veilige plek bewaar word aangesien dit 'n noodsaaklike rekord is vir doeleindes van die Raad en die Voorsorgfonds.

AANHANGSEL B
NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA
DIENSSERTIFIKAAT

No. van sertifikaat

Seksie van die Nywerheid
Naam en adres van werkgewer

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

1. Familienaam
Fondsnommer
2. Voornamenommer Belastingnommer (N)
3. Adres
4. Geboortedatum Geslag Ras
5. Werksaamhede
6. Loon betaal op datum van diensverlating
Loongroep: (a) Siektebystandsfonds (b) Voorsorgfonds
7. Datum van diensaanvaarding
8. Datum van diensverlating
9. Diens uit eie beweging verlaat (Ja/Nee)
10. Datum van laaste loonsverhoging ingevolge Ooreenkoms
11. Nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in)
was
12. Siektebystandsfonds:
(a) Getal bydraes tot op datum
(b) Bystand opgeloop tot op datumuur
(c) Naam van Siektebystandsfondsdokter
Uitgereik te op hede die dag van 19.....
Handtekening van werkgewer/sekretaris

ANNEXURE A

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

Surname First names
 Address Provident Fund No.
 Signature of employee P.A.Y.E. No.
 Date of birth Race
 Sex

EXPERIENCE

Name of employer	Factory No.	Date of engagement	Wage	Date of leaving	Wage	Occupation	Length of employment			Left of own accord (Yes or No)	Employer's signature
							Years	Months	Days		
.....											
.....											
.....											
.....											
.....											
.....											
.....											

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

ANNEXURE B

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:

- Surname
Fund No.
- First names Tax No. (N)
- Address
- Date of birth Sex Race
- Operations
- Wage paid at date of leaving
Wage group: (a) Sick Benefit Fund (b) Provident Fund
- Date of entering service
- Date of leaving service
- Whether left of own accord (Yes/No)
- Date of last increase in terms of Agreement
- The number of the certificate of service issued by previous employer (insert name)
was
- Sick Benefit Fund:
(a) Number of contributions to date
- (b) Benefits accrued to date hours.
- (c) Name of Sick Benefit Fund doctor

Issued at this day of 19

Signature of employer/secretary

AANHANGSEL C

1. LONE

	Kolom A	Kolom B
	Per week	Per week
	R	R
(a) Voorman	86,62	95,28
(b) Magasynmeester	54,14	59,57
(c) Versendingsklerk		
(d) Verpakker	37,27	41,00
(e) Drywer van 'n afleveringsvoertuig waarvan die onbelaste massa—		
(i) hoogstens 2 722 kg is	44,72	49,20
(ii) meer as 2 722 kg maar hoogstens 4 536 kg is	64,96	71,47
(iii) meer as 4 536 kg is	75,81	83,40
(f) Nagwag	44,72	49,20
(g) Algemene arbeider	37,27	41,00
(h) Gekwalifiseerde werknemers:		
(1) Snyer, klas I, wat uit leer sny	69,29	76,22
(2) Snyer, klas I, wat uit ander materiaal as leer sny	64,96	71,47
(3) Snyer, klas II, wat uit leer sny	51,98	57,18
(4) Snyer, klas II, wat uit ander materiaal as leer sny	42,48	46,74
(5) Masjienwerker wat die masjienwerk verrig aan buitekante van leerhandsakke, uitgesonderd die werk aan klein deeltjies, tooisels en handvatsels		
(6) Masjienwerker wat masjienwerk verrig aan die buitekante van handsakke wat gemaak is van ander materiaal as leer, uitgesonderd die werk aan klein deeltjies, tooisels en handvatsels	40,20	44,29
(7) Masjienwerker wat ander masjienwerk as dié in (5) bedoel, aan leer verrig	37,27	41,00
(8) Masjienwerker wat ander masjienwerk as dié in (6) bedoel, aan ander materiaal as leer verrig		
(9) Skawers wat leer skaaf	41,35	45,49
(10) Skawers wat ander materiaal as leer skaaf	40,20	44,29
(11) Handsakraamwerkers wat rame vir leerhandsakke maak	51,98	57,18
(12) Handsakraamwerkers wat rame vir handsakke maak wat van ander materiaal as leer gemaak is	44,72	49,20
(13) Werknemers graad I wat leerhandsakke vervaardig	37,27	41,00
(14) Werknemers graad I wat handsakke uit ander materiaal as leer vervaardig		
(15) Werknemers graad II wat leerhandsakke vervaardig	32,41	35,65
(16) Werknemers graad II wat handsakke uit ander materiaal as leer vervaardig		
(i) Leerlinge wat werksaam is in die klasse waarvoor lone in (h) hierbo voorgeskryf word:		
Gedurende die eerste ses maande ondervinding	20,14	22,18
Gedurende die daaropvolgende ses maande ondervinding	23,16	25,60
Gedurende die daaropvolgende ses maande ondervinding	26,84	29,53
Gedurende die daaropvolgende ses maande ondervinding	30,20	33,22
Gedurende die daaropvolgende ses maande ondervinding	33,99	37,39
Gedurende die daaropvolgende ses maande ondervinding	40,25	44,29

ANNEXURE C

1. WAGES

	Column A	Column B
	Per week	Per week
	R	R
(a) Foreman	86,62	95,28
(b) Storeman	54,14	59,57
(c) Despatch clerk		
(d) Packer	37,27	41,00
(e) Driver of a delivery vehicle the unladen mass of which—		
(i) does not exceed 2 722 kg	44,72	49,20
(ii) exceeds 2 722 kg, but does not exceed 4 536 kg	64,96	71,47
(iii) exceeds 4 536 kg	75,81	83,40
(f) Night watchman	44,72	49,20
(g) General labourer	37,27	41,00
(h) Qualified employees:		
(1) Cutter, Class I, engaged in cutting from leather	69,29	76,22
(2) Cutter, Class I, engaged in cutting from materials other than leather ..	64,96	71,47
(3) Cutter, Class II, engaged in cutting from leather	51,98	57,18
(4) Cutter, Class II, engaged in cutting from materials other than leather ..	42,48	46,74
(5) Machinist engaged in the machining of leather handbags' outers, other than small parts, trimmings and handles		
(6) Machinist engaged in the machining of handbags' outers made from materials other than leather, other than small parts, trimmings and handles	40,20	44,29
(7) Machinist engaged in machining operations from leather other than those referred to in (5)	37,27	41,00
(8) Machinist engaged in machining operations from materials other than leather, other than those referred to in (6)		
(9) Skivers engaged in the skiving of leather	41,35	45,49
(10) Skivers engaged in the skiving of materials other than leather	40,20	44,29
(11) Handbags' framers engaged in the framing of leather handbags	51,98	57,18
(12) Handbags' framers engaged in the framing of handbags made from materials other than leather	44,72	49,20
(13) Grade I employees engaged in the manufacture of leather handbags ..	37,27	41,00
(14) Grade I employees engaged in the manufacture of handbags made from materials other than leather ..		
(15) Grade II employees engaged in the manufacture of leather handbags ..	32,41	35,65
(16) Grade II employees engaged in the manufacture of handbags made from materials other than leather ..		
(i) Learners employed in the categories for which wages are prescribed in (h) above:		
During the first six months of experience	20,14	22,18
During the next six months of experience	23,26	25,60
During the next six months of experience	26,84	29,53
During the next six months of experience	30,20	33,22
During the next six months of experience	33,99	37,39
During the next six months of experience	40,25	44,29

2. GETALSVIRHOUDING VAN WERKNEMERS

(1) Daar moet minstens een voorman in elke bedryfsinrigting in diens wees.

(2) Daar mag hoogstens drie leerlinge in elke bedryfsinrigting werksaam wees vir elke twee gekwalifiseerde werknemers wat in sodanige bedryfsinrigting werksaam is.

(3) Ondanks subklousule (1), moet daar aan die volgende getalsverhoudings vir afdelings gehou word:

- (a) *Snyafdeling*—Daar mag hoogstens drie leerlingsnyers vir elke twee gekwalifiseerde snyers in elke bedryfsinrigting in diens geneem word.
- (b) *Masjienwerkaafdeling*—Daar mag hoogstens drie leerlingmasjienwerkers vir elke twee gekwalifiseerde masjienwerkers in elke bedryfsinrigting in diens geneem word.
- (c) *Handsakraamaafdeling*—Daar mag hoogstens drie leerlinghandsakraamwerkers vir elke twee gekwalifiseerde handsakraamwerkers in elke bedryfsinrigting in diens geneem word.

AANHANGSEL D

WAARBORG

Ek/Ons, die ondergetekende(s), behoortlik daartoe gemagtig in my ons hoedanigheid van.....

van die.....

verbind hierby genoemde.....

ten bedrae van.....rand (Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur.....

van alle geld wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika verskuldig of betaalbaar is of word, ten opsigte van die verloftoeleae en die onderskeie Fondse van die Raad soos in klousule 25 van hierdie Ooreenkoms geïdentifiseer en doen hierby afstand van alle voordele van die regseksepsies van uitwinning en skuldverdeling en verklaar dat ek/ons ten volle op die hoogte is van die betekenis of uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 28 Februarie 19... Met dien verstande dat die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika daarop geregtig is om, ondanks sodanige verstryking, betaling ooreenkomstig hierdie waarborg te eis van enige gemelde bedrae wat op genoemde verstrykingsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die..... dag van.....19.....

te.....onderteken.

Handtekening van borg

Getuies:

1.

2.

Hierdie Ooreenkoms is namens die partye op hede die 30ste dag van April 1982 onderteken.

M. PORTER,
Lid van die Raad,

F. J. J. JORDAAN,
Lid van die Raad,

J. P. HORN,
Sekretaris van die Raad.

2. PROPORTION OR RATIO OF EMPLOYEES

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

(2) The number of learners employed in each establishment shall not exceed three such employees to every two qualified employees employed in such establishment.

(3) Notwithstanding the provisions of subclause (1), the following departmental ratios shall be observed:

- (a) *Cutting department*.—Not more than three learner cutters shall be employed to every two qualified cutters employed in each establishment.
- (b) *Machining department*.—Not more than three learner machinists shall be employed to every two qualified machinists employed in each establishment.
- (c) *Handbag framing department*.—Not more than three learner handbag framers shall be employed to every two qualified handbag framers employed in each establishment.

ANNEXURE D

GUARANTEE

I/We the undersigned, duly authorised thereto in my/our capacity as

of the

do hereby bind the said

in the sum of.....rand

(South African currency) as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....

of all moneys due, payable or to become due and payable by him/them to the National Industrial Council of the Leather Industry of South Africa in respect of the leave allowance and its various Funds as identified in clause 25 of this Agreement and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force or effect of which I/We hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 28 February 19... Subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said sums due but unpaid at the said date of expiry of this guarantee.

Signed at.....this.....day of.....19.....

Signature of guarantor

Witnesses:

1.

2.

This Agreement signed, on behalf of the parties, this 30th day of April 1982.

M. PORTER,
Member of the Council,

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

J. P. HORN,
Secretary of the Council.

No. R.1795]

[3 September 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R.1794 van 3 September 1982, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA,
Minister van Mannekrag.

No. R.1795]

[3 September 1982

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941LEATHER INDUSTRY, REPUBLIC OF
SOUTH AFRICA

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, published under Government Notice R.1794 of 3 September 1982, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA,
Minister of Manpower.

INHOUD

Departement van Mannekrag

GOEWERMENSKENNISGEWINGS

No.		BLADSY
R.1794	Wet op Arbeidsverhoudinge, 1956: Leernywerheid, Republiek van Suid-Afrika: Ooreenkoms vir die Handsakseksie	1
R.1795	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Leernywerheid, Republiek van Suid-Afrika	22

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Department of Manpower

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