



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

No. R.1796]

[3 September 1982

No. R.1796]

[3 September 1982

WET OP ARBEIDSVERHOUDINGE, 1956

LABOUR RELATIONS ACT, 1956

LEERNYWERHEID
REPUBLIEK VAN SUID-AFRIKA
OOREENKOMS VIR DIE SEKSIE ALGEMENE
GOEDERE

LEATHER INDUSTRY
REPUBLIC OF SOUTH AFRICA
AGREEMENT FOR THE GENERAL GOODS
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

(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

(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) 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

Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA,
Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA ALGEMENE GOEDERE

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;
 - en
 - (e) Southern Cape Leather Industries Association
- (hierna die „werkgewers” of die „werkgewersorganisasies” genoem), aan die een kant, en die
- (f) National Union of Leather Workers;
 - (g) Transvaal Leather and Allied Trades Industrial Union;
 - en
 - (h) Trunk and Box Workers' Industrial Union (Transvaal)

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

ALGEMENE BEPALINGS VAN TOEPASSING OP DIE SEKSIE ALGEMENE GOEDERE VAN DIE LEERNYWERHEID

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Seksie Algemene Goedere 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 paragrafe (1) tot (3) van die omskrywing van „Seksie Algemene Goedere” in klousule 3 van hierdie Ooreenkoms;
- (c) in die landdrostdistrikte Bellville, Goodwood en Durban, in verband met die werksaamhede uiteengesit in paragraaf (4) van die omskrywing van „Seksie Algemene Goedere” in klousule 3 van hierdie Ooreenkoms; en
- (d) in die landdrostdistrikte Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort en Die Kaap in verband met die werksaamhede uiteengesit in paragraaf (5) van die omskrywing van „Seksie Algemene Goedere” in klousule 3 van hierdie Ooreenkoms.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in Aanhangsel C van hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. DATUM VAN INWERKINGTREDEDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister vasstel en bly van krag vir die tydperk wat eindig op 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 is, het dieselfde bete-

employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 2 of the said Agreement.

S. P. BOTHA,
Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA GENERAL GOODS 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 Leather Manufacturers' Association;
 - and
 - (e) Southern Cape Leather Industries Association
- (hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the
- (f) National Union of Leather Workers;
 - (g) Transvaal Leather and Allied Trades Industrial Union;
 - and
 - (h) Trunk and Box Workers' Industrial Union (Transvaal)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the General Goods 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 paragraphs (1) to (3) in the definition of “General Goods Section” in clause 3 of this Agreement;
- (c) in the Magisterial Districts of Bellville, Goodwood and Durban, on the operations set forth in paragraph (4) of the definition of “General Goods Section” in clause 3 of this Agreement; and
- (d) in the Magisterial Districts of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort and The Cape on the operations set forth in paragraph (5) of the definition of “General Goods Section” 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 minimum wages are prescribed in Annexure C of this Agreement and to the employers of such employees.

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 1983 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

kenis 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;
- „volwassene” ’n werknemer wat 21 jaar oud of ouer is;
- „versterker”, met betrekking tot balle, ’n werknemer wat leer versterk deur rugstukke aan te werk;
- „bal” ’n sokkerbal, rugbybal, slaanbal of netbalbal;
- „balskoonmaker” ’n werknemer wat balle en/of verskillende samestellende dele van balle skoonmaak;
- „blokker”, met betrekking tot balle, ’n werknemer wat nate met die hand of masjien inhamer of platmaak;
- „ketelbediener” ’n werknemer wat aktief werksaam is in verband met die instandhouding van die stoomdruk en waterinhoud van ’n stoomketel, en wat ook vure kan maak en/of aan die gang hou;
- „naatwerker, graad I,” met betrekking tot balle, ’n werknemer wat balle met meer as 18 panele met die hand vasryg;
- „naatwerker, graad II,” met betrekking tot balle, ’n werknemer wat balle met 18 panele of minder met die hand vasryg;
- „kruisbande, ens.” kruisbande, kousophouers, armbande en kousbande;
- „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;
- „snyer”, met betrekking tot balle, ’n werknemer wat die verskillende samestellende dele van ’n bal met die hand of deur middel van ’n pers sny;
- „snyer, klas I,” met betrekking tot saaltuig, ’n werknemer wat samestellende dele wat by die vervaardiging van enigeen van of al die volgende soorte saals gebruik word, met die hand sny: Australiese springsaals, voorsitsaals, oefensaals, reissesaals, Australiese veeboersaals, boersaals, universele saals, polosaals of enige spesiale saals wat op bestelling gemaak word;
- „snyer, klas II,” met betrekking tot saaltuig, ’n werknemer wat samestellende dele wat gebruik word by die vervaardiging van ander saals as dié van die tipes in die omskrywing van ’n „snyer, klas I,” bedoel, met die hand sny;
- „snyer, klas I,” met betrekking tot reisbenodigdhede, ’n werknemer wat leerbuitekante met die hand sny, uitgesonderd dié sny van klein samestellende dele soos handvatsels, handvatsellusse, stroke of tonge, leerbande of leerbandlusse;
- „snyer, klas II,” met betrekking tot reisbenodigdhede, ’n werknemer wat ander snywerk verrig as dié in die omskrywing van „snyer, klas I,” omskryf en uitgesonderd ’n draaisnymasjienbediener;
- „versendingsklerk” ’n werknemer wat daarvoor verantwoordelik is om goedere in of van ’n magazyn 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 gestig is vir die administrasie van ooreenkomste in ’n bepaalde gebied;
- „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 uitgevoer word;
- „Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie van die Raad ingestel is;
- „ondervinding”—

- (a) die totale tydperk of tydperke diens, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat ’n werknemer gehad het in die afdeling waarin hy werksaam is, ongeag die werksaamhede waarvoor hy in daardie afdeling gebruik is. Diens in verband met ’n werksaamheid in enige afdeling in die Seksie Algemene Goedere tel as diens vir ’n ooreenstemmende werksaamheid in ’n ander afdeling van die Seksie Algemene Goedere: Met dien verstande dat minstens die helfte van

that Act; any reference to an Act shall include any amendments of such Act, and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

- “Act” means the Labour Relations Act, 1956;
- “adult” means any employee of the age of 21 years or over;
- “backer”, in relation to balls, means an employee who reinforces leather by applying backing;
- “ball” means a soccer ball, a rugby ball, a punchball or a netball ball;
- “ball cleaner” means an employee who cleans balls and/or various component parts of a ball;
- “blocker”, in relation to balls, means an employee who hammers down or flattens seams by hand or machine;
- “boiler attendant” means an employee who is actively employed on maintaining steam pressure and water content in any boiler, and who may also be employed on the making and/or maintaining of fires;
- “boxer, Grade I,” in relation to balls, means an employee who handlaces balls of more than 18 panels;
- “boxer, Grade II,” in relation to balls, means an employee who handlaces balls of 18 panels or less;
- “braces, etc.,” means braces, suspenders, armlets and garters;
- “Council” means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Labour Relations Act, 1956;
- “cutter”, in relation to balls, means an employee who cuts the various component parts of a ball by hand or by means of a press;
- “cutter, Class I,” in relation to saddlery, means an employee engaged in the cutting by hand of any component parts used in the manufacture of any or all of the following types of saddles: Australian buckjumper, forward seat saddles, exercise saddles, racing saddles, Australian stockman saddles, boer saddles, universal saddles, polo saddles, or any special saddle made to order;
- “cutter, Class II,” in relation to saddlery, means an employee engaged in the cutting by hand of any component part used in the manufacture of any saddle other than the type of saddle referred to in the definition of a “cutter, Class I,”;
- “cutter, Class I,” in relation to travelling requisites, means an employee engaged on cutting leather outers by hand, but shall not include the cutting of small component parts such as handles, handle loops, tabs or tongues, straps or strap loops;
- “cutter, Class II,” in relation to travelling requisites, means an employee engaged on any cutting other than that defined in the definition of “Cutter, Class I,” and other than a rotary cutting machine operator;
- “despatch clerk” means an employee who is responsible for receiving goods into or from a store or warehouse or from departments for despatch or delivery, and who is responsible for the packing and/or assembling of such goods, the checking of packages and the 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”—

- (a) means the total period or periods of employment, whether prior or subsequent to the date on which this Agreement comes into operation, which an employee has had in the department in which he has been employed, irrespective of the operations in that department on which he has been employed. Employment on any operation in any department in the General Goods Section shall count as employment on any corresponding operation in any other department of the General Goods Section: Provided that not less than half the

die tydperk wat 'n werknemer 'n bepaalde werksaamheid in die Seksie Algemene Goedere verrig het, tel as diens vir die verrigting van 'n ander werksaamheid in die Seksie Algemene Goedere: Voorts met dien verstande dat die volle tydperk wat 'n werknemer 'n bepaalde werksaamheid in die Seksie Algemene Goedere verrig het, tel as diens vir 'n ander werksaamheid in dieselfde bedryfsinrigting wanneer sodanige dienstrydperke aaneenlopend is;

- (b) ook die jaarlikse vakansie waarvoor daar in klousule 8 voorsiening gemaak word en ook hoogstens vier maande van enige tydperk van militêre diens wat in 'n bepaalde jaar diens ondergaan is, maar nie 'n tydperk of tydperke van meer as drie agtereenvolgende weke wat 'n werknemer sonder die toedoen van die werkgever van sy werk afwesig is nie;

„afwerker”, met betrekking tot balle, 'n werknemer wat—

- (a) die regte kant van die bal buitentoe omdraai; en
(b) die bal toemaak deur dit met die hand toe te ryg; en
(c) die tong insit en dit met die hand op die plek vasstik;

„afwerker, graad I”, met betrekking tot balle, 'n werknemer wat balle met meer as 18 panele afwerk;

„afwerker, graad II”, met betrekking tot balle, 'n werknemer wat balle met 18 panele of minder afwerk;

„monteur”, met betrekking tot koffers vir Swartes, 'n werknemer wat toebehore soos slotte, handvatsels, skarniere, hoeke, hoepelyster, ens., en alle versiersels, uitgesonderd verwerk, aanbring;

„toebehoremonteur, klas I”, met betrekking tot reisbenodigdhede, 'n werknemer wat toebehore soos slotte, handvatsels, skarniere, grendels of skuiwe, knippe, hout- of metaalhoepels, binnetoebere soos hangers, ens., of enige ander dergelike toebehore aan reisbenodigdhede aanbring, maar uitgesonderd die aanbring van toebehore soos beskryf in die omskrywing van „toebehoremonteur, klas II”;

„toebehoremonteur, klas II”, met betrekking tot reisbenodigdhede, 'n werknemer wat gespes, drukknoppe, slotte of handvatsels aan dokumenttasse, foliotasse, valiese of inkoop-sakke aanbring;

„voorman” 'n werknemer deur die werkgever aangewys as hoof van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

„Seksie Algemene Goedere” van die Leernywerheid daardie seksie van die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is—

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

- (a) dokumenttasse, sakke en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
- (b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgordel, stiegrieme, militêre uitrusting (uitgesonderd klere), inkoop-sakke, breisakke, tasse vir Swartes van die tipe wat algemeen bekend staan as „Xhosasakke”, notebeursies, beursies, horlosiebande, polsbande, halsbande en lei-bande vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat as plaasvervangers vir enigeen van voornoemde artikels bedoel is;

(2) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) vermeld: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoop-sakke wat hoofsaaklik van papier gemaak is, insluit nie;

(3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of 'n kombinasie daarvan;

(4) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene;

(5) in bedryfsinrigtings waarin daar nie leergoedere vervaardig word nie, vir die vervaardiging, uit ander materiaal as leer, van—

- (a) dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting en dokumente te bevat;
- (b) tuie, tooms, saaltuig, kamaste, stiegrieme, inkoop-sakke, notebeurse, beursies, horlosiebande, polsbande, kombesrieme, kruisbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is

period during which an employee has been engaged on any operation in the General Goods Section shall count as employment on any other operation in the General Goods Section: Provided further that the full period during which an employee has been engaged on any operation in the General Goods Section shall count as employment on any other operation in the same establishment, where such periods of employment are continuous;

- (b) includes the annual holiday provided for in clause 8 and shall include up to four months of any period of military service undergone in any one year of employment, but excludes any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

“finisher”, in relation to balls, means an employee who—

- (a) turns the ball right-side out; and
(b) closes the ball by handlacing it; and
(c) inserts the tongue and handstitches it into position;

“finisher, Grade I”, in relation to balls, means an employee who finishes balls of more than 18 panels;

“finisher, Grade II”, in relation to balls, means an employee who finishes balls of 18 panels or less;

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

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

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

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

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

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

- (a) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (b) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, shopping bags, knitting bags, 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) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;

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

(4) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;

(5) in establishments in which leather goods are not manufactured, for the manufacture, from materials other than leather, of—

- (a) attaché cases, bags and all other containers designed to hold personal effects, sporting kit and documents;
- (b) harnesses, bridles, saddlery, leggings, stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irre-

as plaasvervangers vir enigeen van bogenoemde artikels;

- (c) reisbenodigdhede, met inbegrip van koffers, uit ander materiaal as leer, vesel, hout, doek, seildoek of kleedstof of 'n kombinasie daarvan;

Met dien verstande dat paragrafe (a), (b) en (c) nie so uitgelê moet word dat dit die volgende insluit nie:

- (i) die vervaardiging van metaalkomponente en/of -hagstukke;
- (ii) die vervaardiging, uit seilband, van banksakke, sport-uitrustingsakke, rugsakke, hawersakke, monstersakke en springstofsakke;
- (iii) die vervaardiging van artikels uit rubber;
- (iv) 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 werkgewers en die werknemers met mekaar geassosieer is by die produksie van gedrukte materiaal van watter aard ook al;
- (v) 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 vervaardiging, uitsluitlik of hoofsaaklik uit vesel of plastiekplaatmateriaal, van koffers, dokumentasse, tasse en alle soortgelyke houers 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, deurdruk of gevorm is, of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

„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) houers was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houers laai of aflaai;
- (5) vure maak en/of aan die gang hou;
- (6) afval of as verwyder;
- (7) kiste, pakke, bale of kratte oop- of toemaak;
- (8) kiste, pakkette of bale brandmerk, merk of sjabloner;
- (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 aflewer;

„werknemer graad A”, met betrekking tot reisbenodigdhede—

(1) 'n werknemer wat enigeen van ondergenoemde masjiene of 'n dergelike masjien bedien wat bedoel is om die selfde werk te verrig as dié wat deur enigeen van hierdie masjiene gedoen word:

- (a) Bandskuurmasjiene;
- (b) buigmasjiene;
- (c) bordvoumasjiene;
- (d) doeksnymmasjiene;
- (e) lymmasjiene;
- (f) vorm- of blokmasjiene;
- (g) spykermasjiene;
- (h) perssnymmasjiene;
- (i) „puritan”-masjiene;
- (j) gleuf- of ponsmasjiene;
- (k) houtkram- of -lasmasjiene;

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

- (a) Randbewerking;
- (b) bosseleerwerk;

spectieve of their description, but which are designed as substitutes for any of the aforementioned;

- (c) 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—

- (i) the manufacture of metal components and/or attachments;
- (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosives bags;
- (iii) the manufacture of any article from rubber;
- (iv) 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;
- (v) 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 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 stage in the 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;

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

- (1) Cleaning premises, machinery, plant, tools, utensils, animals, furniture or other articles;
- (2) washing or cleaning containers;
- (3) carrying, moving and/or stacking raw materials manufactured or semi-manufactured products, machinery, plant, tools, utensils or other articles;
- (4) loading or unloading vehicles or receptacles;
- (5) making and/or maintaining fires;
- (6) removing refuse or ashes;
- (7) opening or closing boxes, packages, bales or crates;
- (8) branding, marking 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 A employee”, in relation to travelling requisites, means—

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

- (a) Belt sandpapering machine;
- (b) bending machine;
- (c) board creasing machine;
- (d) cloth cutting machine;
- (e) glueing machine;
- (f) moulding or blocking machine;
- (g) mailing machine;
- (h) press cutting machine;
- (i) puritan machine;
- (j) slotting or punching machine;
- (k) wood stapling or jointing machine;

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

- (a) Edge tooling;
- (b) embossing;

- (c) raamwerk;
- (d) rame met leer oortrek;
- (e) rame met ander materiaal as leer oortrek;
- (f) rame maak;
- (g) knoopplate berei;
- (h) met die hand verf en/of vernis;
- (i) met 'n handskêr knip;
- (j) handvatsels maak;
- (k) metaalrande aanbring;
- (l) spykerwerk;
- (m) buitekante met leer oortrek;
- (n) buitekante met ander materiaal as leer oortrek;
- (o) rande rol;
- (p) klinknaelwerk;
- (q) inkerwing;
- (r) spuitwerk;
- (s) trapguillotinewerk;

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

- (a) 'n snyer, klas II, is;
- (b) 'n toebehoremonteur, klas I, is;
- (c) 'n voeringwerker, klas I, is;
- (d) 'n masjienwerker, klas I, is;
- (e) 'n houtwerkmasjienbediener, klas II, is;

„werknemer graad AA” werknemers wat slegs in die volgende kategorieë werksaam is:

- (a) Rame oortrek met ander materiaal as leer;
- (b) metaalrande aanbring;
- (c) spykerwerk met die hand of 'n masjien;
- (d) 'n lymmasjien bedien;
- (e) buitekante met ander materiaal as leer oortrek;
- (f) rande rol;
- (g) klinknaelwerk;
- (h) inkerwing;
- (i) toebehore aanbring, klas I;
- (j) voeringwerk, klas I;
- (k) masjienwerk, klas I;

„werknemer graad B”, met betrekking tot reisbenodigdhede—

- (1) 'n werknemer wat skuurwerk met die hand verrig;
- (2) 'n werknemer wat, ooreenkomstig die omskrywings in hierdie Ooreenkoms vervat—

- (a) 'n masjienwerker, klas II.
- (b) 'n toebehoremonteur, klas II.

„werknemer graad C”—

(1) 'n werknemer wat enige van die volgende werksaamhede verrig:

- (a) Plooiwerk;
- (b) boorwerk;
- (c) vouwerk;
- (d) stikwerk met die hand;
- (e) merkwerk;
- (f) syskermdrukwerk;

(2) 'n werknemer wat ooreenkomstig die omskrywings in hierdie Ooreenkoms vervat, 'n voeringwerker, klas II, is;

„werknemer graad D”, met betrekking tot reisbenodigdhede, 'n werknemer wat enige van die volgende werksaamhede verrig:

- (a) 'n Leerbandsnymasjien bedien;
- (b) skaafwerk verrig;

„werknemer graad E”, met betrekking tot reisbenodigdhede, 'n werknemer wat enige van die volgende werksaamhede verrig:

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

„werknemer graad F”, 'n werknemer wat enige van die volgende werksaamhede verrig:

- (a) Goedere verpak;
- (b) leer sagmaak;
- (c) skoonmaak en/of was en/of oppervlakke poleer;
- (d) afvalmateriaal sorteer;
- (e) drade knip;
- (f) sleutels aanbind;
- (g) inpaswerk;
- (h) goedere in kiste verpak;

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

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

- (a) a cutter, Class II;
- (b) a fitting attacher, Class I;
- (c) a liner, Class I;
- (d) a machinist, Class I;
- (e) a woodworking machine operator, Class II;

“Grade AA employee” means employees engaged in the following categories only:

- (a) Frame covering with materials other than leather;
- (b) metal rim attaching;
- (c) nailing by hand or machine;
- (d) operating a glueing machine;
- (e) outercovering with materials other than leather;
- (f) rim rolling;
- (g) riveting;
- (h) scoring;
- (i) fitting attaching, Class I;
- (j) lining, Class I;
- (k) machine, Class I;

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

- (1) an employee engaged on sandpapering by hand;
- (2) an employee who, in terms of the definitions contained in this Agreement, is—
- (a) a machinist, Class II;
- (b) a fitting attacher, Class II;

“Grade C employee” means—

- (1) an employee engaged on any of the following operations:
- (a) Creasing;
- (b) drilling;
- (c) folding;
- (d) hand stitching;
- (e) marking;
- (f) silk screen printing;
- (2) an employee who in terms of the definitions contained in this Agreement is a liner, Class II;

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

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

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

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

“Grade F employee” means an employee engaged on any of the following operations:

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

- (i) kaardwerk;
 - (j) kombersrieme deur handvatsels ryg;
- „werknemer graad G”, met betrekking tot reisbenodigdhede, ’n werknemer wat rande en/of binnehoeke in posisie plaas voor klinknael- of aanhegwerk en/of sakke na masjinerie omdop en/of sakke met papier vul;
- „halfdag” die gewone voormiddagwerktydperk van die betrokke bedryfsinrigting;
- „tuie, ens.” tuie, tooms, kamaste, saalsakke, stiegrieme, buikgorde, veiligheids gordels vir lynwerkers en militêre uitrusting, uitgesonderd klerasie;
- „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 as ’n skofwerker van wie vereis of wat toegelaat word om gedurende die nagure te werk waar dit die weekloon gedeel deur 38 beteken;
- „Nywerheid” of „Leernywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—
- (1) vir die vervaardiging, uit leer, van—
 - (a) skoeisel van alle tipes, maar uitgesonderd skoeisel op maat gemaak;
 - (b) dokumenttaske, sakke en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
 - (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoopsakke, breisakke, tasse vir Swartes van die tipe wat algemeen bekend staan as „Xhosa-sakke”, notebeursies, beursies, horlosiebande, polsbande, halsbande en leiband vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir engeen van dié hierbo genoem;
 - (2) vir die looi, bewerking en bloting van huide 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 inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;
 - (4) vir die vervaardiging van skoeisel van alle tipes uit ander materiaal as leer;
 - (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kledstof of ’n kombinasie daarvan;
 - (6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel, nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—
 - (a) geheel en al of hoofsaaklik uit metaal;
 - (b) 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;
 - (c) geheel en al of hoofsaaklik uit plastiek, uitgesonderd plastiekbladmateriaal;
 - (7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene;
 - (8) in bedryfsinrigtings waarin daar nie leergoedere vervaardig word nie, vir die vervaardiging, uit ander materiaal as leer, van—
 - (a) dokumenttaske, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting en dokumente te bevat;
 - (b) tuie, tooms, saaltuig, kamaste, stiegrieme, inkoopsakke, notebeurse, beursies, horlosiebande, polsbande, kombersrieme, kruisbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir engeen van bogenoemde artikels;
 - (c) reisbenodigdhede, met inbegrip van koffers, uit ander materiaal as leer, vesel, hout, doek, seildoek of kledstof of ’n kombinasie daarvan;
- Met dien verstande dat paragrafe (a), (b) en (c) nie so uitgeleë moet word dat dit die volgende insluit nie:
- (i) Die vervaardiging van metaalkomponente en/of -hegstukke;

- (i) carding;
 - (j) assembling rug straps on handles;
- „Grade G employee”, in relation to travelling requisites, means an employee engaged on the positioning of rims and/or inner corners preparatory to riveting or attaching and/or turning bags inside out after machining and/or filling bags with paper;
- „half-day” means the usual morning period of work of the establishment concerned;
- „harness, etc.” means harness, bridles, leggings, saddle bags, stirrup straps, girths, linesmen’s safety belts and military equipment other than clothing;
- „hourly wage” means the weekly wage divided by 42, except in the case of a night watchman, when it shall mean the weekly wage divided by 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 night hours, when it shall mean the weekly wage divided by 38;
- „Industry” or „Leather Industry” means the Industry in which employers and employees are associated—
- (1) for the manufacture from leather of—
 - (a) footwear, including all types, but not including bespoke footwear;
 - (b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies’ bags, shopping bags, knitting bags, 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—
 - (a) wholly or mainly from metal;
 - (b) 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;
 - (c) 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—
 - (a) attaché cases, bags and all other containers designed to hold personal effects, sporting kits and documents;
 - (b) 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;
 - (c) 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—
- (i) the manufacture of metal components and/or attachments;

- (ii) die vervaardiging, uit seilband, van banksakke, sportuitrustingsakke, rugsakke, hawersakke, monstersakke en springstofsakke;
- (iii) die vervaardiging van artikels uit rubber;
- (iv) die vervaardiging van artikels of die beoefening van 'n ambag of beroep wat deur die Druknywerheid gedek word en wat, sonder om enigsins die algemeen aanvaarde betekenis daarvan te beperk, beteken dié nywerheid of onderneming waarin die werkgewers en die werknemers wat mekaar geassosieer is by die produksie van gedrukte materiaal van watter aard ook al;
- (v) 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 vervaardiging, uitsluitlik of hoofsaaklik uit vesel of plastiekplaatmateriaal, van koffers, dokumenttasse, tasse en alle soortgelyke houers 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 fasies geforseer, d.w.s. gegiet, gekalandeer, deurgedruk of gevorm is, of kan word deur vloeï, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

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

„Leernywerheid”—kyk „Nywerheid”;

„voeringwerker, klas I”, met betrekking tot reisbenodigdhede, 'n werknemer wat die binnekante van reisbenodigdhede uitvoer met ander materiaal as papier;

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

„masjienwerker, klas I”, met betrekking tot reisbenodigdhede, 'n werknemer wat alle stikwerk verrig wat meebring die aanmekearsit van 'n artikel deur dit saam te naai, en ook proefnaaimasjienwerk, maar uitgesonderd „puritan”-masjienwerk of hoekstikwerk;

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

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

„mondstukvaslymer”, met betrekking tot balles, 'n werknemer wat mondstukke met rubber vaslym en in posisie plaas voordat dit met die masjien vasgewerk word;

„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 werkgewer uitbestee word om buite sy geregistreerde fabriek verrig of voltooi te word;

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

„persoonlike goedere” gordels, bokshandskoene, leerbande, sakke, notebeursies, beursies, horlosie- en polsbande, halsbande en leibande vir honde, kombersrieme, sportuitrustingsakke met toetrekke, skoolsakke, inkoopsakke met oop bekke, inkoopsakke met toe bekke waarvan die maksimum afmetings 457 mm lank en/of 254 mm hoog en/of 254 mm breed is, breisakke, skryfbehoeftetasse en alle ander dergelike artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels; vir die doel van hierdie afdeling en die afdeling reisbenodigdhede is

- (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosives bags;
- (iii) the manufacture of any article from rubber;
- (iv) 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;
- (v) the manufacture of any articles from metal and or 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 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 stage in the 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 engaged in learning one or more operations in the Industry;

“Leather Industry”, see “Industry”;

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

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

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

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

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

“mouthpiece positioner”, in relation to balls means an employee who solutions and positions mouthpieces before machining;

“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;

“pay-load” means the “net carrying capacity” or the “net load” which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the local road transportation board in terms of the Motor Carrier Transportation Act, 1930;

“personal goods” means belts, boxing gloves, straps, pouches, wallets, purses, watch and wrist straps, dog collars and leads, rug straps, draw-string tog bags, school bags, open-top shopping bags, closed-top shopping bags of which the maximum dimensions are 457 mm in length and/or 254 mm in height and/or 254 mm in width, knitting bags, stationery cases and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned; for the purpose of this department and the travelling

'n inkoopsak met 'n oop bek 'n sak wat nie deur middel van knippe en/of drukknopies en/of ritssluiters toegemaak kan word nie;

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

„plastiek” enigene 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 fasies 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;

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

„regsnier” met betrekking tot balle, 'n werknemer wat die dele van 'n bal, nadat hulle gerek is, met die hand of 'n masjien regsnier tot hul suiwer fasies, en wat vetergate in panele pons;

„saal” 'n ruitersitplek wat op die rug van 'n perd of ander dier geplaas word;

„saalmaker, klas I,” 'n werknemer wat enigene van of al die volgende soorte saals vervaardig: Australiese springsaals, voorsitsaals, oefensaals, reisiessaals, Australiese veeboersaals, boersaals, universele saals, polosaals, of alle spesiale saals wat op bestelling gemaak word;

„saalmaker, klas II,” 'n werknemer wat alle soorte saals vervaardig, uitgesonderd 'n tipe wat in die omskrywing van „saalmaker, klas I,” genoem word;

„saaltuig” alle soorte saals, en vir die toepassing van hierdie omskrywing beteken „saal” 'n ruitersitplek wat op die rug van 'n perd of ander dier geplaas word;

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

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

„magasynmeester” en/of „pakhuisman” 'n werknemer wat algemene beheer oor voorraad het en verantwoordelik is vir die ontvangs van goedere in magasyn en die berging en hantering daarvan, die aflewering daarvan uit magasyn aan afdelings of vir deursending en/of verpakking daarvan in die magasyn of pakhuis en die uitpak daarvan;

„rekker”, met betrekking tot balle, 'n werknemer wat die samestellende dele van 'n bal rek nadat hulle deur die snier uitgesny is;

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

„reisbenodigdhede” handkoffers en dokumenttasse, koffers van alle soorte (maar uitgesonderd koffers vir Swartes soos elders omskryf), reissakke, portefeuilles, foliotasse, valiese en alle ander houers wat bedoel is om klere, persoonlike besittings, sportuitrusting, musiekinstrumente en alle dergelike artikels te bevat, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigene van voornoemde artikels; maar uitgesonderd breisakke, inkoopsakke met oop bekke en inkoopsakke met toe bekke waarvan die maksimum afmetings 457 mm lank en/of 254 mm hoog en/of 254 mm breed of minder is, en sportuitrustingsakke met toetrekke; vir die doel van hierdie omskrywing is 'n inkoopsak met 'n toe bek 'n sak wat deur middel van knippe en/of drukknopies en/of ritssluiters toegemaak kan word maar sluit dit nie handsakke vir dames en kinders in nie;

„koffers vir Swartes” koffers of kiste, uitgesonderd kajuitkoffers, handkoffers of dokumenttasse, wat hoofsaaklik vir verkoop aan Swartes vervaardig word en wat bedoel is vir die vervoer van persoonlike besittings en waarin die bodems van hout of 'n samestelling daarvan gemaak is;

„aansporingsloonskema” of „aanvullende loonskema” 'n stelsel van besoldiging waarvolgens 'n werknemer besoldig word volgens die hoeveelheid of omvang van die werk verrig, op dié voorwaarde dat hy, ongeag die hoeveelheid of omvang van die werk verrig, minstens sy voorgeskrewe loon moet ontvang;

requisites department, an open-top shopping bag shall be a bag on which no provision is made for sealing by fasteners and/or studs and/or zip fasteners;

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

„plastics” means any one of the group of material 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;

„recutter”, in relation to balls, means an employee who, by hand or machine cuts the parts of a ball to true shape after the parts have been stretched and who punches lace holes in panels;

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

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

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

„saddlery” means all types of saddles, and for the purposes of this definition „saddle” means a seat for a rider placed on the back of a horse or other animal;

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

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

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

„stretcher”, in relation to balls, means an employee who stretches the component parts of a ball after they have been cut out by a cutter;

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

„travelling requisites” means suitcases and attaché cases, trunks of all descriptions (but excluding trunks for Blacks as defined elsewhere), travelling bags, brief cases, folio cases, gladstone bags, and all other containers designed to hold wearing apparel, personal effects, sporting kit, musical instruments and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned; but shall not include knitting bags, open-top shopping bags and closed-top shopping bags of which the maximum dimensions are 457 mm in length and/or 254 mm in height and/or 254 mm in width or less, and draw-string tog bags; for the purpose of this definition a closed-top shopping bag shall be a bag which may be sealed by fasteners and/or press studs and/or zip fasteners but shall not include ladies' and children's handbags;

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

„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 prescribed wage;

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

- (i) as ’n werkgewer ’n werknemer gereeld vir sodanige gewone werkure ’n bedrag betaal wat hoër is as dié in klousule 4 (1) voorgeskrif, dit sodanige hoër bedrag beteken;
- (ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit betrekking het op of die besoldiging insluit wat ’n werknemer, wat diens doen 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;

„houtkis” ’n kis of dokumentetas wat hoofsaaklik gemaak is van hout en volgens dieselfde proses as ’n „koffer vir Swartes” soos in hierdie Ooreenkoms omskryf, vir verkoop hoofsaaklik aan Swartes en bedoel is om aan dieselfde doel te beantwoord as ’n handkoffer of dokumentetas soos dit in die handel bekend staan, en vir die toepassing van hierdie omskrywing word alle artikels wat op hierdie manier en met hierdie doel vervaardig is, geag houtkiste te wees, uitgesonderd in gevalle waar ’n werkgewer die Raad kan oortuig dat die vervaardigde artikel ’n „Bantokoffer” is soos in hierdie Ooreenkoms omskryf en waar hy ’n sertifikaat van die Raad met dié strekking hou;

„houtwerkmasjienbediener, klas I,” ’n werknemer wat een of meer van die volgende masjiene bedien: ’n Freemasjien, ’n skaafmasjien, ’n dikteskaafmasjien, ’n reiskaaf of ’n swaelstertmasjien of ’n ander dergelike masjien wat gebruik word om hout te skaaf, te fatsoeneer, tot spinnings te verwerk of te las, en vir die toepassing van hierdie omskrywing word ’n spykermasjien, sirkelsaag, bandsaag of draagbare sirkelsaag of ’n masjien wat gebruik word om hout aanmekaar te kram nie ingesluit nie, maar word die skerpmaak van snylemme en die regslyp van beitels en die opstelling en beveiliging van die masjiene hierbo genoem, wel ingesluit;

„houtwerkmasjienbediener, klas II,” ’n werknemer wat hout, laaghout, houthoepels, hardbord of enige ander bord van houtkomposisie in die regte posisie plaas en saag, kloofsaag of dwarssaag deur middel van ’n kragaangedrewe sirkelsaag, bandsaag of draagbare sirkelsaag, en/of een of meer van die masjiene voer wat genoem word in die omskrywing van „houtwerkmasjienbediener, klas I.”;

„werk deur ’n noodgeval genoodsaak” werk wat weens onvoorsiene omstandighede, met inbegrip van ’n brand, storm, ongeluk, epidemie, gewelddaad, staking, onklaaraking 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 voorgeskrif vir ’n werksaamheid wat deur ’n werknemer verrig word, deur ’n werkgewer betaal en deur so ’n werknemer aangeneem word nie, en elke werkgewer moet hom voorts hou by die getelsverhoudings- of ander voorwaardes in genoemde Aanhangsel voorgeskrif.
- (ii) Ingeval ’n werknemer op ’n bepaalde dag nie om ’n ander rede as op las of versoek of met die toestemming van die werkgewer of weens siekte van sy werk af wegbly nie, moet die loon aan hom verskuldig vir daardie week, 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 werkgewer van die werknemer kan vereis om ’n sertifikaat, deur ’n geregistreerde geneesheer onderteken, as bewys van afwesigheid voor te lê: Voorts met dien verstande dat ’n werknemer wat laat by die werk aankom nie geag moet 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 ’n 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

„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;

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

„woodworking machine operator, Class I,” means an employee engaged in operating one or more of the following machines: A spindle, planer, thicknesser, jointer or dovetailing machine or any other like machine used for the planing, moulding, rebating or joining of wood and for the purposes of this definition shall not include a nailing machine, circular saw, bandsaw or portable circular saw or a machine used to join wood by means of stapling together, but includes the sharpening of cutting blades and grinding to shape of cutters and of setting up and making safe of the machines mentioned herein;

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

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

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

gewees het. Die appél ingevolge hierdie subparagraaf moet gerig word aan die distrikskomitee van die betrokke gebied.

- (b) Tensy anders vermeld, is die voorgeskrewe lone oral in die Republiek van Suid-Afrika betaalbaar.
- (c) 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, vir 'n werkweek van 42 uur betaalbaar. 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 daar in klousule 6 van hierdie Ooreenkoms voorsiening gemaak word.
- (d) Indien die getal ure wat daar gewerk word, minder is as dié in paragraaf (c) hiervan voorgeskryf, kan die loon van elke werknemer proporsioneel verminder word, behalwe in die geval van 'n nagwag: Met dien verstande dat 'n motorvoertuigdrywer van wie daar vereis word om op 'n bepaalde dag minder ure as die voorgeskrewe ure te werk, vir die toepassing van hierdie klousule geag moet word sy gewone getal ure op daardie dag van die week te gewerk het, afgesien van die getal ure wat hy werklik gewerk het.

(2) Alle verdienste moet 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 verseelde koevert geplaas word, waarop die naam of nommer en die loonskaal van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek is en die netto bedrag aan verdienste wat die koevert bevat, met 'n inktlood of met ink op die volgende manier geskryf moet word:

Werknemer	
Loonskaal	R
Ure gewerk (uitgesonderd oortyd)	R
Loon verskuldig	R
Besoldiging vir werk op Sondag gedoen	R
Aftekings:	
Werkloosheidsversekeringsfonds .. R	
Siektebystandsfonds .. R	
Voorsorgfonds .. R	
Versekerings- of pensioenfonds .. R	
Ledegeld vir vakvereniging .. R	
Heffings van Raad .. R	
Totale aftekings*	R
Netto verdienste	<u>R</u>
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:

- (a) Behoudens klousules 4 (1) (d), 5 (4) en 7 (2), waar die werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, a *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, werkloosheid-, siekte-, versekerings- of pensioenfonds en vir spaarfondse deur die Raad goedgekeur, en alle bedrae deur 'n werknemer verskuldig vir etes, tee en/of ander verversings wat die werkgewer verskaf het teen 'n koste waartoe die werknemer ingestem het;
- (c) bedrae wat 'n werkgewer ingevolge 'n wet, ordonnansies of regsproses namens 'n werkgewer moet betaal en wel betaal het;
- (d) 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

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) Unless otherwise stated, the prescribed wages shall be payable throughout the Republic of South Africa.
- (c) Except in the case of a night watchman and an employee, other than an employee on shift work, who is required or permitted to work during the night hours, the wages prescribed in Annexure C, read with paragraph (a) hereof, shall be payable for a working week of 42 hours. In the case of a night watchman, the wages shall be paid for a working week of 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.
- (d) If fewer hours than those prescribed in paragraph (c) 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 motor vehicle driver 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
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	<u>R</u>
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 an employee:

- (a) Subject to the provisions of clauses 4 (1) (d), 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;
- (b) with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council, and any amount due by an employee in respect of meals, tea and/or other refreshment supplied by an employer at a charge agreed to by the employee;
- (c) any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee;
- (d) 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

subklousule nie van toepassing is op 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

(5) Waar die 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) 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.

(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) 'n Werknemer wat op 8 April 1981 in diens is in een van die volgende kategorieë:

- (i) Rame oortrek met ander materiaal as leer, of
- (ii) metaalrande aanbring, of
- (iii) spykerwerk met die hand of 'n masjien, of
- (iv) 'n lymmasjien bedien, of
- (v) buitekante met ander materiaal as leer oortrek, of
- (vi) rande rol, of
- (vii) klinknaelwerk, of
- (viii) inkerwing, of
- (ix) toebehore aanbring, klas I of II, of
- (x) voeringwerk, klas I, of
- (xi) masjienwerk, klas I of II, in graad B en wat ná daardie datum tot graad A verhoog word en wat op 20 April 1982 'n hoër loon as R57,45 ontvang, moet steeds teen sodanige hoër skaal betaal word, minus R1,84.

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

(8) Waar daar tot tevredeheid van die werkgewer bewys van die dood van 'n werknemer gelewer word, moet die werkgewer aan dié afhanklike van die afgestorwe werknemer wat hy goeddink alle besoldiging betaal wat opgeloopt 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.

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, van 'n werknemer vereis of hy toegelaat 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 van 'n werknemer vereis of hy toegelaat 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 onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees;

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

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

apply in respect of a training scheme to which an 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) 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.

(7) (a) Notwithstanding anything to the contrary contained herein, 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) An employee who as at 8 April 1981 is employed in one of the following categories:

- (i) Frame covering with materials other than leather, or
- (ii) metal rim attaching, or
- (iii) nailing by hand or machine, or
- (iv) operating a glueing machine, or
- (v) outercovering with materials other than leather, or
- (vi) rim rolling, or
- (vii) riveting, or
- (viii) scoring, or
- (ix) fitting attaching, Class I or II, or
- (x) lining, Class I, or
- (xi) machining, Class I or II, in the B grade and who after that date is up-graded to the A grade and who as at 20 April 1982 is in receipt of a wage in excess of R57,45 shall continue to receive such higher rate less R1,84.

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

(8) 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. 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 per 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) As daar nie van werknemers vereis word om op 'n bepaalde dag in 'n bedryfsinrigting vir werk teenwoordig te wees nie, moet hulle individueel of by kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werksaam is, vóór 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 vir werk aanmeld, is daarop geregtig om twee uur te werk of om twee uur se loon in plaas daarvan te ontvang, tensy die werkgewer gedurende die oggend kennis gegee het van sy voorneme om nie werk te laat doen nie.

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

(5) Waar 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 as tyd gewerk gereken word:

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

Gedurende die ruspouses waarvoor in paragrawe (a) en (b) voorsiening gemaak word, moet alle masjinerie in die bedryfsinrigting stopgesit word en 'n werkgewer mag van geen werknemer vereis of hom toelaat om te werk nie.

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

- (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 uitskeityd vir elke skof en van alle veranderinge 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 soos aan die Raad bekendgemaak, is aan klousule 6 (3) onderworpe.
- (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 werkgewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, die Raad skriftelik in kennis stel van die aanvangs- en die uitskeityd van elke seksie of afdeling van sy bedryfsinrigting.
- (b) Elke werkgewer wat die tye verander wat in paragraaf (a) bedoel word, 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 motorvoertuigdrywer alle tydperke in waar daar gedryf word en alle tyd wat bestee word aan ander werk in verband met die voertuig of die vrag en alle tydperke wat 'n werknemer verplig is om op sy pos te bly, gereed om te werk, maar nie ook etenspouses nie.

6. OORTYDWERK

(1) Ondanks klousule 5 (1) (a) en (b) en behoudens hierdie klousule, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om in 'n bepaalde week oortyd te werk vir altesaam hoogstens—

- (a) 10 uur; of
- (b) 'n getal ure (wat meer as 10 uur kan wees) wat die Raad vasgestel het by wyse van 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of die klas werknemer op wie die kennisgewing van toepassing is en die tydperk

(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 shall have been given by the employer during the morning.

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

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

(6) The following rest 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 16h30, 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) 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 every 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 motor vehicle driver shall include all periods of driving and any time spent on other work connected with the vehicle or the load and all periods during which an employee is obliged to remain at his post in readiness to work but shall not include meal 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

waarvoor en die voorwaardes waarop dit van krag is, gemeld word.

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

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

- (a) Indien hy op enige dag van Maandag tot en met Vrydag gewerk het, sy uurloon plus $33\frac{1}{3}$ persent;
- (b) indien 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 'n Saterdagoggend te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, een en een 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 werkge-
wer—

(a) of sodanige 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 betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag;

(b) of die werknemer besoldig teen minstens een en een derde maal sy gewone besoldiging vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom minstens sy gewone besoldiging daarvoor betaal, asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(6) Wanneer 'n werknemer op 'n ander grondslag besoldig word as volgens die tyd werklik deur hom gewerk, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet sy besoldiging op enige datum bepaal word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgever, naamlik die korste 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 op diens is, moet vir sodanige oortydwerk betaal word teen sy uurloon plus $33\frac{1}{3}$ persent. 'n Nagwag wat op sy diensvrye nag diens doen, moet dubbel sy uurloon betaal word.

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

(9) Wanneer daar in 'n bedryfsinrigting op 'n Saterdag of 'n Sondag huite 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 voor die dag waarop sodanige korttyd gewerk moet word.

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

(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.

notice is applicable, and the period for which and the conditions under which it shall be valid.

(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) thereof, 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 $33\frac{1}{3}$ percent;
- (b) on Saturday afternoon, his hourly wage plus 50 percent.

(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 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 within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of 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) (d), 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. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgewer 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 nagwagte, afwesigheidsverlof vir minstens twee agtereenvolgende weke en twee dae toestaan en aan sodanige werknemer voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van die loon wat hy in twee weke en twee dae sou verdien het, as verloftoelae betaal vir elke maand diens by die werkgewer. Met dien verstande dat—

- (a) die tydperk van sodanige verlof nie mag saamval met 'n diensopseggingstermyn of met militêre diens ingevolge die Verdedigingswet, 1957 nie;
- (b) as 'n openbare vakansiedag soos in subklousule (7) 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 gelyk 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 vyfdes van die weekloon.

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

(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 werkdade): Met dien verstande dat as 'n werknemer te eniger tyd 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 dienste 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 werkgewer gehad het op die datum waarop hy kennis van diensopsegging gegee word nie.

Voorts met dien verstande dat as 'n werknemer kennis gee en sodanige kennisgewingstermyn 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 werkgewer, 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 werkgewer '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 voorgeskryf in paragraaf (a) moet toegestaan word wanneer dit vir die werkgewer redelik geleë is: 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—

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) 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 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 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) 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) 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 opgehoop het, moet by sodanige beëindiging, benewens alle ander besoldiging aan hom verskuldig, vir elke voltooide maand van sodanige dienstydperk 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 die werkgever hom daarom versoek het, 'n sertifikaat van 'n mediese praktisyn aan sy werkgever 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, Gelofte dag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging: Met dien verstande dat wanneer 'n werknemer op enigeen van hierdie dae werk, sy werkgever hom, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, minstens sy gewone besoldiging moet betaal vir die totale tydperk op sodanige dag gewerk.
- (b) Ingeval 'n werkgever 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) bedoel, op 'n Saterdag of 'n Sondag val, moet die loon vir sodanige vakansiedag teen 'n vyfde van die gewone weekloon bereken word.
- (d) Ingeval 'n werkgever 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 (Gelofte dag, 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 regens beskou word as voldoende om onmiddellik ontslag te 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.
- (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 (Gelofte dag, Kersdag en Nuwejaarsdag) ten opsigte waarvan geen betaling reeds aan
- (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) 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, and 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 every 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 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 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, Family Day, Ascension Day, Republic Day, Day of the Vow, 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 Family Day.
- (c) If any of the public holidays referred to in paragraph (a) falls on a Saturday or 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 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: 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

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 hy die vakansie in subklousule (1) bedoel, toestaan,—
- (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; en
 - (ii) sy werknemers in kennis stel, voordat die fabriek sluit, van die werklike datum waarop hulle weer met hul werk moet begin.

Die kennisgewings hierbo bedoel, moet skriftelik geskied 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 '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 werkgewer 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 werkgewer mag van 'n werknemer vereis of hom toelaat om werk in die Nywerheid op enige ander plek as in sy gewone bedryfsinrigting te verrig nie.

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

- (3) (a) Geen werkgewer mag vereis of toelaat dat buitewerk verrig word nie behalwe kragtens 'n sertifikaat wat deur die Uitvoerende Komitee uitgereik is: Met dien verstande dat alle werkgewers in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, geag word vrygestel te wees van hierdie bepaling en dat 'n vrystellingsertifikaat aan hulle uitgereik moet word.
- (b) 'n Werkgewer wat vereis of toelaat dat buitewerk verrig word, moet binne drie dae nadat die werk uitbestee is, by die distrikskomitee 'n staat indien waarop die volgende aangeleen word: Die buitewerk wat gedoen moet word, die hoeveelheid wat gedoen moet word en die skale en pryse wat vir sodanige buitewerk betaal moet word.
- (c) Die Uitvoerende Komitee kan, indien hy daarvan oortuig is dat die loon wat betaal word of die omstandighede waaronder buitewerk verrig word, die belange van ander werkgewers of werknemers in die Nywerheid benadeel, enige sertifikaat wat kragtens hierdie klousule uitgereik is, intrek deur een week vooraf skriftelik kennis aan die betrokke werkgewer te gee.
- (d) Ingeval die Uitvoerende Komitee nie daarvan oortuig is dat werk wat deur 'n werkgewer uitbestee word, nie die belange van ander werkgewers of die werknemers in die Nywerheid benadeel nie, kan hy sodanige werkgewer aansê om of regstreeks of aan 'n agent van die Raad dié inligting te verstrek wat die Uitvoerende Komitee in verband met die verrigting van buitewerk vereis.
- (e) Die Uitvoerende Komitee kan, sonder nadere kennisgewing, die sertifikaat intrek wat uitgereik is aan 'n werkgewer wat versuim om die inligting in hierdie subklousule bedoel, te verstrek binne 14 dae nadat hy daarom versoek is of binne dié verlengde tydperk wat die Uitvoerende Komitee bepaal.

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; and
 - (ii) before the factory closes 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 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 the 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 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) (a) No employer shall require or permit outwork to be performed except under a licence issued by the Executive Committee: Provided that all employers in the Industry as at the date of coming into operation of this Agreement shall be deemed to have been exempted from this provision and shall be issued with a licence of exemption.
- (b) An employer who requires or permits outwork to be done shall, within three days of handing the work out, lodge with the District Committee a statement specifying the outwork to be done, the quantities to be done, and the rates or prices to be paid for such outwork.
- (c) The Executive Committee may, if it is satisfied that the rates paid or the circumstances under which outwork is being performed are detrimental to the interest of other employers or the employees in the Industry, withdraw any licence issued in terms of this clause by giving one week's notice in writing to the employer concerned.
- (d) In the event of the Executive Committee not being satisfied that work given out by any employer is not detrimental to the interests of other employers or the employees in the Industry, it may call upon such employer to furnish, either direct or to an agent of the Council, such information as it may require in regard to the performance of outwork.
- (e) The Executive Committee may, without further notice, withdraw the licence issued to an employer who fails to furnish the information referred to in this subclause within 14 days of being requested to do so, or within such extended period as the Executive Committee may determine.

10. DIENSBEÏNDIGING

(1) 'n Werkgewer 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, die dienskontrak sonder kennisgewing aan die einde van die vyfde werkdag van sodanige werknemer of deur die werkgewer, of deur die werknemer beëindig kan word.

(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, by die werkgewer by wie hy in diens is, werksaam was nie.

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

(4) Die kennisgewing in subklousule (1) bedoel, moet gegee word voor of op en tree in werking vanaf die dag waarop die gewone werkweek van die bedryfsinrigting eindig.

(5) 'n Werkgewer kan die dienskontrak sonder kennisgewing beëindig mits hy die werknemer 'n bedrag betaal wat gelyk is 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 sy 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 week langer as twee volle agtereenvolgende dae korttyd gewerk het, kan sy dienskontrak beëindig deur een dag vooraf kennis te gee.

(8) Subklousules (1) tot (7) raak nie die volgende nie—

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

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer 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 weeklikse besoldiging vir die werk wat hy verrig het. Waar 'n bedryfsinrigting gesluit is vir 'n tydperk onmiddellik na of onmiddellik vóór die jaarlikse verloftydperk waarvoor in klousule 8 (1) voorsiening gemaak word, word sodanige tydperk 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 afdeling van die bedryfsinrigting waarin die betrokke werknemer werksaam is, op daardie dag gesluit is, is die werknemer nogtans geregtig op betaling vir sodanige openbare vakansiedag van 'n bedrag gelyk aan een vyfde van sy gewone weekloon.

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

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

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

11. VERSEKERING VAN LONE IN GEVAL VAN BRAND

(1) Elke werkgewer moet by 'n geregisteerde versekeringsmaatskappy 'n versekeringspolis in stand hou wat voorsiening maak vir die betaling van een week se lone aan al die werknemers van die

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 an employee by either the employer or employee.

(2) For the purposes of this clause, a “new employee” means an employee who has not worked for the employer by whom he is engaged during the period of 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 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 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) of this clause, “ordinary weekly remuneration” does not include any supplementary wage.

11. INSURANCE OF WAGES IN CASE OF 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

werkgewer wat weens 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 waarvoor die polis geldig is, gemeld word.

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

(3) By diensbeëindiging van 'n werknemer moet die werkgewer dadelik 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 dan 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. Die werkgewer moet sodanige sertifikaat agtereenvolgens nommer en een kopie van elkeen bewaar.

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

'n Werkgewer kan 'n ondertekende verklaring van die werknemer se ouer of voog as bewys van ouderdom aanvaar vir 'n tydperk van drie maande vanaf die datum waarop hy in diens geneem word, en die werknemer moet gedurende hierdie tydperk 'n geboortesertifikaat indien. Indien die werknemer na verloop van sodanige tydperk van drie maande nie daartoe in staat is om so 'n sertifikaat in te dien nie, moet die werkgewer by die distrikskomitee of, waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek doen om vrystelling van hierdie subklousule.

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

In die geval van Swartes kan 'n sertifikaat wat deur die Kommissaris onderteken is, aangeneem word in die plek van 'n sertifikaat van die ouer of voog.

Wanneer die sekretaris van die distrikskomitee of die Sekretaris van die Raad deur 'n aansoeker genader word, moet hy die besonderhede van die aansoeker se ouderdom en ondervinding vasstel en verifieer en daarna 'n sertifikaat uitreik.

13. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

(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.

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.

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

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

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

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

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

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 bepalinge 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 iemand om 'n afdoende rede vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van iemand 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 indien hy dit goeddink.

Waar dit onmoontlik is om die goedkeuring van die Raad of die Uitvoerende Komitee vooraf te verkry, moet 'n werknemer wat ouer as 21 jaar is en ten opsigte van wie daar aansoek gedoen is om vrystelling ten einde dit moontlik te maak om hom minder as die voorgeskryde loon te betaal, minstens die loon voorgeskryf deur die distrikskomitee, betaal word vanaf die datum waarop hy met die werk begin.

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

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

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad of die Uitvoerende Komitee moet—
- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; 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 behulpsaam 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 sodanige navrae te doen en sodanige dokumente, boeke, loonstate, betaalboekerte en betaalkaartjies te ondersoek en sodanige individue te ondervra as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

18. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

(1) By indiensneming moet voorkeur gegee word aan lede van die vakverenigings, en werkgewers moet aan beamptes 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 werkwinkelverteenvoordigers en/of 'n werkwinkelkomitee uit hul geledere aan te stel ooreenkomstig die bepalinge vir die aanstelling van werkwinkelverteenvoordigers en werkwinkelkomitees in die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet aan sodanige werkwinkelverteenvoordigers en werkwinkelkomitee volle erkenning verleen en redelike fasiliteite verskaf vir hoe vergaderings en oorlegplegging met hulle oor sake betreffende geskille en die werktoestande van die werknemers oor die algemeen.

14. ADMINISTRATION OF AGREEMENT

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

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 reasons.

(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.

Where it is not possible to obtain the prior approval of the Council or Executive Committee an employee over the age of 21 years in respect of whom application has been made for exemption to permit of a rate less than the rate prescribed being paid, shall be paid not less than the rate laid down by the District Committee from the date he commences on the operation.

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 on 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 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 inquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

18. EMPLOYMENT OF MEMBERS OF TRADE UNION

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

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

(3) Wanneer 'n werknemer en 'n vakvereniging wat 'n party by die Raad is 'n werkgever skriftelik daarom versoek, moet die werkgever 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.

19. LISENSIËRING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE

(1) Die werkgever moet op die vorm wat die Raad voorskryf, aansoek doen om toestemming om 'n leerling in diens te neem vir onderstaande werksaamhede:

- (a) Reisbenodigdhede—hoekstikwerk, snywerk (klas I), kragguillotinerwerk, draaisnywerk en houtmasjienwerk (klas I);
- (b) saaltuigafdeling—saalmakery.

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

(3) Die Raad of die Uitvoerende Komitee kan, as hy dit goeddink, nadat hy een week vooraf skriftelik aan die werkgever en die werknemer kennis gegee het, enige lisensie wat kragtens hierdie klousule uitgereik is, intrek.

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

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

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

(7) By voltooiing van 'n werknemer se leertyd moet die Raad 'n sertifikaat aan hom uitreik, waarop sy naam, ouderdom en die ondervinding wat hy as leerling in die werksaamheid of werksaamhede gehad het, voorkom.

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

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

20. VERBODE INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby die indiensneming of indienshouding van 'n werknemer vir enige klas werk of op enige voorwaarde verbied word, geag die 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 moet die werkgever aanhou om sodanige besoldiging te betaal asof sodanige indiensneming of indienshouding nie verbode was nie.

21. AANSPORINGSLOONSKEMA

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

(2) Daar moet in die eerste plek by die distrikskomitee in wie se gebied die bedryfsinrigting van die werkgever geleë is, aansoek

(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 day 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. LICENSING OF LEARNERS ON CERTAIN OPERATIONS

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

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

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

(3) The Council or the Executive Committee if it deems fit, after one week's notice in writing has been given to the employer and to the employee, may withdraw any licence issued in terms of this clause.

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

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

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

(7) On completion of his period of learnership, the Council shall issue a certificate to the employee stating his name, age and experience the said learner has had on the operation or operations.

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

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

20. PROHIBITED EMPLOYMENT

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

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

gedoen word om sodanige vrystelling, en die distrikskomitee moet dan 'n aanbeveling in verband met so 'n aansoek by die Uitvoerende Komitee doen. Elke aansoek moet, benewens alle ander besonderhede wat die werkgever wil voorlê, die naam van die firma, die getal werknemers en die betrokke afdeling en 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. GETALSVERHOUDING

Die bepalinge betreffende getalsverhoudings in Aanhangsel C van hierdie Ooreenkoms vervat, moet deur alle werkgevers en werknemers in die Nywerheid nagekom word: Met dien verstande dat 'n werkgever nie by die bepaling van die getalsverhouding van werknemers in ag geneem mag word nie.

25. 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 naam van al die vennote en, indien die werkgever 'n maatskappy is, die volle naam van die 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 naam van die vennote of, indien die werkgever 'n maatskappy is, in die naam van die sekretaris of die 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 likwidasië 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, likwidasië, oordrag, afstanddoening, aanskaffing of begin, daarvan in kennis stel by wyse van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasië, oordrag, afstanddoening, aanskaffing of begin, na gelang van die geval, verstrekkend moet word.

26. WAARBORG: VERLOFBESOLDIGING EN BYDRAES

(1) Elke werkgever in die Nywerheid moet teen die einde van Februarie elke jaar en elke werkgever wat tot die Nywerheid toetree, 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 tevredenheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die volgende:

- (a) Verloftoelae wat oploop 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) Siekefondsbysdraes ingevolge klousule 6 van die Siekefondsbysdraesfondsooreenkoms;
 - (iii) Voorsorgfondsbysdraes ingevolge klousule 4 van die Voorsorgfondsooreenkoms;
 - (iv) Aanvullende Siekefondsbysdraes ingevolge klousule 9 van die Aanvullende Siekefondsbysdraesfondsooreenkoms;
 - (v) vakverenigingsgedeelte ingevolge klousule 18 (3) van hierdie Ooreenkoms.

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 a whole time solely on the higher or the highest rated of those operations worked during that week.

23. TOOLS

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

24. RATIO

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

25. 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.

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

'n Werkgewer moet toegelaat word om die bedrag van die waarborg te verminder indien 'n vermindering van die getal werknemers in diens van sodanige werkgewer '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 daarop geregtig om die waarborg wat deur 'n werkgewer ooreenkomstig subklousule (1) by die Raad ingedien is na goeddunke aan te wend as betaling van die bedrag wat sodanige werkgewer ten opsigte van sy werknemers ingevolge klousule 18 (3) afgetrek het of wat hy aan die Raad verskuldig is ten opsigte van heffings/bydraes of verlofbesoldiging wat ten behoeve van of aan een of meer werknemers van sodanige werkgewer verskuldig is as die Raad daarvan oortuig is dat sodanige bedrae deur die betrokke werkgewer verskuldig en betaalbaar is.

(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/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 one or more employees of such employer where the Council is satisfied that such sums are due and payable by the employer concerned.

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) LOONSKALE

	Kolom A	Kolom B
	Per week	Per week
	R	R
(A) Onderstaande lone moet betaal word aan werknemers werksaam in die Seksie Algemene Goedere van die Nywerheid:		
(i) Ketelbediener	44,72	49,20
(ii) Drywer van 'n motorvoertuig gelisensieer om 'n loonvrag te dra of te trek van—		
(a) minder as 2 722 kg	44,72	49,20
(b) 2 722 kg	54,14	59,57
(c) meer as 2 722 kg maar hoogstens 4 536 kg	64,96	71,47
(d) meer as 4 536 kg	75,81	83,40
(iii) Algemene arbeider	37,27	41,00
(iv) Werknemer graad F		
(v) Nagwag	44,72	49,20
(vi) Magasynmeester en/of pakhuisman, versendingsklerk	54,14	59,57
(B) Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat reisbenoedigde vervaardig:		
(i) Voorman	86,62	95,28
(ii) Kragguillotinebediener	75,81	83,40
(iii) Draaisnymasjienbediener		
(iv) Houtwerkmasjienbediener, klas I	71,46	78,61
(v) Snyer, klas I	64,96	71,47
(vi) Hoekstikmasjienbediener	54,14	59,57
(vii) Werknemer graad A	52,22	57,45
(viii) Werknemer graad AA	50,30	55,34
(ix) Werknemer graad B	44,72	49,20
(x) Werknemer graad C	41,32	45,46
(xi) Werknemer graad D	37,27	41,00
(xii) Werknemer graad E		
(xiii) Werknemer graad G		
(C) Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat saaltuig vervaardig:		
(i) Voorman	86,62	95,28
(ii) Snyer, klas I	64,96	71,47
(iii) Saalmaker, klas I		
(iv) Snyer, klas II	57,39	63,14
(v) Saalmaker, klas II		
(vi) Perssnyer	54,14	59,57
(vii) Paneelvuller	44,72	49,20
(viii) Handstikker		
(ix) Leerbandsnymasjienbediener	41,35	45,49
(x) Masjienwerker		
(xi) Skawer	37,27	41,00
(xii) Plooiemaker		
(xiii) Beitswerker		
(D) Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat tuie, ens. vervaardig:		
(i) Voorman	86,62	95,28
(ii) Handsnyer	59,56	65,50
(iii) Perssnyer	56,30	61,94
(iv) Voorbereider en afwerker	51,98	57,18
(v) Masjienwerker	49,20	54,12
(vi) Handstikker	44,72	49,20
(vii) Leerbandsnymasjienbediener	41,35	45,49
(viii) Werknemers wat beits- en/of plooi- en/of pons- en/of fatsoeneerwerk verrig en/of punte aansit en/of bosseleer- en/of opvryfwerk verrig	37,27	41,00
(E) Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat kruisbande, ens. vervaardig:		
(i) Voorman	86,62	95,28
(ii) Perssnyer	60,63	66,70
(iii) Handsnyer	44,72	49,20
(iv) Masjienwerker	41,32	45,46
(v) Klinknaelwerker		
(vi) Skawer		

ANNEXURE C

“(1) WAGE RATES

	Column A	Column B
	Per week	Per week
	R	R
(A) The following wage rates shall be paid to employees engaged in the General Goods Section of the Industry:		
(i) Boiler attendant	44,72	49,20
(ii) Driver of a motor vehicle authorised to carry or haul a pay-load of—		
(a) under 2 722 kg	44,72	49,20
(b) 2 722 kg	54,14	59,57
(c) over 2 722 kg but not exceeding 4 536 kg	64,96	71,47
(d) over 4 536 kg	75,81	83,40
(iii) General labourer	37,27	41,00
(iv) Grade F employee		
(v) Night watchman	44,72	49,20
(vi) Storeman and/or warehouseman, despatch clerk	54,14	59,57
(B) The following wage rates shall be paid to qualified employees engaged in the manufacture of travelling requisites:		
(i) Foreman	86,62	95,28
(ii) Power guillotine operator	75,81	83,40
(iii) Rotary cutting machine operator		
(iv) Woodworking machine operator, Class I	71,46	78,61
(v) Cutter, Class I	64,96	71,47
(vi) Corner stitching machine operator	54,14	59,57
(vii) Grade A employee	52,22	57,45
(viii) Grade AA employee	50,30	55,34
(ix) Grade B employee	44,72	49,20
(x) Grade C employee	41,32	45,46
(xi) Grade D employee	37,27	41,00
(xii) Grade E employee		
(xiii) Grade G employee		
(C) The following wage rates shall be paid to qualified employees engaged in the manufacture of saddlery:		
(i) Foreman	86,62	95,28
(ii) Cutter, Class I	64,96	71,47
(iii) Saddler, Class I		
(iv) Cutter, Class II	57,39	63,14
(v) Saddler, Class II		
(vi) Press cutter	54,14	59,57
(vii) Panel filler	44,72	49,20
(viii) Hand stitcher		
(ix) Strap cutting machine operator	41,35	45,49
(x) Machinist		
(xi) Skiver	37,27	41,00
(xii) Creaser		
(xiii) Stainer		
(D) The following wage rates shall be paid to qualified employees engaged in the manufacture of harness etc.:		
(i) Foreman	86,62	95,28
(ii) Hand cutter	59,56	65,50
(iii) Press cutter	56,30	61,94
(iv) Preparer and finisher	51,98	57,18
(v) Machinist	49,20	54,12
(vi) Hand stitcher	44,72	49,20
(vii) Strap cutting machine operator	41,35	45,49
(viii) Employees engaged in staining and/or creasing and/or punching and/or shaping and/or tipping and/or embossing and/or rubbing up	37,27	41,00
(E) The following wage rates shall be paid to qualified employees engaged in the manufacture of braces etc.:		
(i) Foreman	86,62	95,28
(ii) Press cutter	60,63	66,70
(iii) Hand cutter	44,72	49,20
(iv) Machinist	41,32	45,46
(v) Riveter		
(vi) Skiver		

	Kolom A	Kolom B		Column A	Column B
	Per week	Per week		Per week	Per week
	R	R		R	R
(vii) Werknemers wat plooi- en/of afwerkingswerk verrig en/of vetergate maak	37,27	41,00	(vii) Employees engaged on creasing and/or eyeletting and/or finishing	37,27	41,00
(F) Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat persoonlike goedere vervaardig:			(F) The following wage rates shall be paid to qualified employees engaged in the manufacture of personal goods:		
(i) Voorman	86,62	95,28	(i) Foreman	86,62	95,28
(ii) Handsnyer	60,63	66,70	(ii) Hand cutter	60,63	66,70
(iii) Perssnyer	44,72	49,20	(iii) Press cutter	44,72	49,20
(iv) Handstikker			(iv) Hand stitcher		
(v) Masjienwerker			(v) Machinist		
(vi) Leerbandsnymasjienbediener			(vi) Strap cutting machine operator		
(vii) Klinknaelwerker	41,32	45,46	(vii) Riveter	41,32	45,46
(viii) Skawer			(viii) Skiver		
(ix) Leerfatsoeneerder			(ix) Leather moulder		
(x) Werknemers wat vetergate maak en/of plooiwerk verrig en/of toebehore en/of slotte en/of versierings aanbring en/of pons- en/of afwerkings- en/of beits- en/of bosseleer- en/of raamwerk aan beursies verrig en/of voerings insit en/of metaalverstywers insit en/of rande bewerk en/of veters of rieme insit en/of punte maak of aansit en/of perforeer- en/of kramwerk verrig en/of omdopwerk verrig en/of bokshandskoene opstop en/of veters volgens lengte sny	37,27	41,00	(x) Employees engaged in eyeletting and/or creasing and/or attaching fittings and/or locks and/or ornaments, and/or punching and/or finishing and/or staining and/or embossing and/or framing of purses and/or inserting linings and/or inserting metal stiffeners and/or edge tooling and/or lacing or thonging and/or pointing or tipping and/or perforating and/or stapling and/or turning inside out and/or stuffing boxing gloves and/or cutting laces to length	37,27	41,00
(xi) Hoëfrekwensiesweisk			(xi) High frequency welding		
(G) Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat koffers vir Swartes in die provinsie Transvaal vervaardig: Met dien verstande dat sodanige lone betaalbaar is slegs in gevalle waar die betrokke werkgewer die Raad oortuig het dat die artikel wat vervaardig word, 'n koffer vir Swartes is en 'n sertifikaat met hierdie strekking van die Raad hou. In alle ander gevalle is die lone wat in subklousule (B) gespesifiseer word, van toepassing.			(G) The following wage rates shall be paid to qualified employees engaged in the manufacture of trunks for Blacks in the Province of the Transvaal: Provided that such wages shall be payable only in cases where the employer concerned has proved to the satisfaction of the Council that the article produced is a trunk for Blacks and holds a certificate from the Council to that effect. In all other cases, the wages specified in subclause (B) shall apply.		
Die sertifikaat hierbo bedoel, kan te eniger tyd deur die Raad ingetrek word deur een week vooraf kennis aan die betrokke werkgewer te gee.			The certificate referred to above may be withdrawn at any time by the Council giving one week's notice to the employer concerned.		
(a) Gekwalifiseerde werknemers wat werkzaam is as—			(a) Qualified employees employed as—		
(i) saers	46,93	51,66	(i) sawyers	46,93	51,66
(ii) monteurs	42,48	46,74	(ii) fitters	42,48	46,74
(iii) snyers			(iii) cutters		
(iv) Inmekearsitters (in die bedryf bekend as 'carpenters') en plakkers	37,27	41,00	(iv) Assemblers (known in the trade as 'carpenters') and pasters	37,27	41,00
(b) (i) Voorman	86,62	95,28	(b) (i) Foreman	86,62	95,28
(ii) Klinknael- en/of spykermasjienwerkers	56,30	61,94	(ii) Riveting and/or nailing by machine	56,30	61,94
(iii) Fatsoeneermasjienwerkers, houtlasmasjienwerkers, skuurmasjienwerkers, spuit- of vlamskilderwerkers	45,83	50,43	(iii) Machine moulding, wood joining by machine, sandpapering, spraying or graining	45,83	50,43
(H) Onderstaande lone moet betaal word aan leerlinge, uitgesonderd voormanne, en uitgesonderd dié werknemers wat in subklousules (A) en (I) genoem word:			(H) The following wage rates shall be paid to learners, other than foremen, and other than those referred to in subclauses (A) and (I):		
Gedurende die eerste ses maande ondervinding	22,37	24,60	During the first six months of experience	22,37	24,60
Gedurende die tweede ses maande ondervinding	26,84	29,53	During the second six months of experience	26,84	29,53
Gedurende die derde ses maande ondervinding	31,30	34,44	During the third six months of experience	31,30	34,44
Gedurende die vierde ses maande ondervinding	38,01	41,83	During the fourth six months of experience	38,01	41,83
Gedurende die vyfde ses maande ondervinding	44,72	49,20	During the fifth six months of experience	44,72	49,20
Met dien verstande dat 'n volwasse werknemer wat minder as 12 maande ondervinding het, nogtans geag moet word 12 maande ondervinding te hê.			Provided that an adult employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience.		
(I) Onderstaande lone moet betaal word aan			(I) The following wage rates shall be paid to		

	Kolom A	Kolom B
	Per week	Per week
	R	R
gekwalfiseerde werknemers wat in die landdrosdistrikte Bellville, Goodwood en Durban balle vervaardig:		
(i) Voorman	86,62	95,28
(ii) Snyer	60,63	66,70
(iii) Paneelmasjienwerker	54,14	59,57
(iv) Afwerker, graad I	43,61	47,99
(v) Afwerker, graad II	40,51	44,57
(vi) Mondstukvaslymer	41,32	45,46
(vii) Naatwerker, graad I	40,57	44,57
(viii) Naatwerker, graad II	38,08	41,91
(ix) Werknemers wat regsnywerk verrig en/of vetergate pons en/of werknemers en name stempel en/of rekwerk verrig en/of rugstukke aanwerk en/of balle skoonmaak en/of toedraai en/of verpak en/of riempies maak en/of kleeflak aanwend en/of blase opblaas en/of blase insit en/of vaslym en/of blok en/of mondstukke in posisie aanbring en/of veters volgens lengte sny	37,37	41,00
(J) Onderstaande lone moet betaal word aan leerlinge, uitgesonderd voormanne, wat die werksaamhede verrig wat in subklousule (I) vermeld word:		
Gedurende die eerste ses maande ondervinding	22,37	24,60
Gedurende die tweede ses maande ondervinding	25,74	28,34
Gedurende die derde ses maande ondervinding	27,96	30,76
Gedurende die vierde ses maande ondervinding	30,20	33,22
Gedurende die vyfde ses maande ondervinding	34,68	38,16

2. GETALVERHOUDING VAN WERKNEMERS

- (1) *Reisbenodigdhede*.—(a) Daar moet minstens een voorman in elke bedryfsinrigting werksaam wees.
- (b) Daar moet minstens een houtwerkmasjienbediener (klas I) in 'n bedryfsinrigting werksaam wees voordat 'n houtwerkmasjienbediener (klas II) in diens geneem word.
- (c) In elkeen van die loongroepe in paragrawe (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) en (x) van subklousule (B) genoem, mag daar hoogstens een leerling vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word.
- (2) *Saaltuig*.—(a) Daar moet minstens een voorman in elke bedryfsinrigting werksaam wees.
- (b) In elkeen van die loongroepe in paragrawe (ii), (iii), (iv), (v), (vi) en (vii) van subklousule (C) genoem, mag daar hoogstens een leerling vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word.
- (c) In elkeen van die loongroepe in paragrawe (viii), (ix), (x), (xi), (xii) en (xiii) van subklousule (C) genoem mag daar hoogstens twee leerlinge vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word.
- (3) *Tuie*.—(a) Daar moet minstens een voorman in elke bedryfsinrigting werksaam wees.
- (b) Vir elke werknemer wat 'n loon ontvang van minstens R36,79 per week gedurende die tydperk eindigende 30 Junie 1983 mag daar hoogstens een werknemer teen 'n loon van minder as R36,79 per week gedurende die tydperk eindigende 30 Junie 1983 in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word nie wanneer die getal sodanige werknemers wat in diens geneem mag word, vasgestel word.
- (4) *Kruisbande*.—Vir elke werknemer wat 'n loon ontvang van minstens R41,00 per week gedurende die tydperk eindigende 30 Junie 1983 mag daar hoogstens een werknemer teen 'n loon van minder as R41,00 per week gedurende die tydperk eindigende 30 Junie 1983 in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word nie wanneer die getal sodanige werknemers wat in diens geneem mag word, vasgestel word.

	Column A	Column B
	Per week	Per week
	R	R
qualified employees engaged in the manufacture of balls in the Magisterial Districts of Bellville, Goodwood and Durban:		
(i) Foreman	86,62	95,28
(ii) Cutter	60,63	66,70
(iii) Panel machinist	54,14	59,57
(iv) Finisher, Grade I	43,61	47,99
(v) Finisher, Grade II	40,51	44,57
(vi) Mouthpiece machinist	41,32	45,46
(vii) Boxer, Grade I	40,57	44,57
(viii) Boxer, Grade II	38,08	41,91
(ix) Employees engaged in recutting and/or punching lace holes and/or stamping job numbers and names and/or stretching and/or backing and/or ball cleaning and/or wrapping and/or packing and/or thread making and/or applying fixative lacquers and/or inflating bladders and/or inserting bladders and/or solutioning and/or blocking and/or positioning mouthpieces and/or cutting laces to length	37,37	41,00
(J) The following wage rates shall be paid to learners, other than foremen, engaged on the operations referred to in subclause (I):		
During the first six months of experience	22,37	24,60
During the second six months of experience	25,74	28,34
During the third six months of experience	27,96	30,76
During the fourth six months of experience	30,20	33,22
During the fifth six months of experience	34,68	38,16

2. PROPORTION AND RATIO OF EMPLOYEES

- (1) *Travelling requisites*.—(a) Not less than one foreman shall be employed in every establishment.
- (b) Not less than one woodworking machine operator (Class I) shall be employed in any establishment before a woodworking machine operator (Class II) is employed.
- (c) In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x) of subclause (B) not more than one learner may be employed for every qualified employee employed in that category.
- (2) *Saddlery*.—(a) Not less than one foreman shall be employed in every establishment.
- (b) In each of the wage categories listed in paragraphs (ii), (iii), (iv), (v), (vi) and (vii) of subclause (C), not more than one learner may be employed for every qualified employee employed in that category.
- (c) In each of the wage categories listed in paragraphs (viii), (ix), (x), (xi), (xii) and (xiii) of subclause (C), not more than two learners may be employed for every qualified employee employed in that category.
- (3) *Harness*.—(a) Not less than one foreman shall be employed in each establishment.
- (b) For each employee receiving a wage of not less than R36,79 per week during the period ending 30 June 1983 not more than one employee may be employed at a wage of less than R36,79 per week during the period ending 30 June 1983: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.
- (4) *Braces*.—For each employee receiving a wage of not less than R41,00 per week for the period ending 30 June 1983 not more than one employee may be employed at a wage of less than R41,00 per week for the period ending 30 June 1983: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

(5) *Persoonlike goedere*.—Vir elke werknemer wat 'n loon ontvang van minstens R41,00 per week gedurende die tydperk eindigende 30 Junie 1983 mag daar hoogstens een werknemer teen 'n loon van minder as R41,00 per week gedurende die tydperk eindigende 30 Junie 1983 in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word nie wanneer die getal sodanige werknemers wat in diens geneem mag word, vasgestel word.

(6) *Koffers vir Swartes*.—Vir elke drie werknemers wat 'n loon ontvang van minstens R41,00 per week gedurende die tydperk eindigende 30 Junie 1983 mag daar hoogstens een werknemer teen 'n loon van minder as R41,00 per week gedurende die tydperk eindigende 30 Junie 1983 in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word nie wanneer die getal sodanige werknemers wat in diens geneem mag word, vasgestel word.

AANHANGSEL D

WAARBORG

Ek/Ons, die ondergetekende(s), behoorlik 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 verloftoelae en die onderskeie Fondse van die Raad soos in klousule 26 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 sodanige 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

(5) *Personal goods*.—For each employee receiving a wage of not less than R41,00 per week for the period ending 30 June 1983 not more than one employee may be employed at a wage of less than R41,00 per week for the period ending 30 June 1983: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

(6) *Trunks for Blacks*.—For every three employees receiving a wage of not less than R41,00 per week for the period ending 30 June 1983 there may be employed not more than one employee receiving less than R41,00 per week for the period ending 30 June 1983: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

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 26 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.1797]

[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.1796 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.1797]

[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.1796 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

GOEWERMENTSKENNISGEWINGS

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