



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3475

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R.1800]

[3 September 1982

WET OP ARBEIDSVERHOUDINGE, 1956
LEERNYWERHEID
REPUBLIEK VAN SUID-AFRIKA
OOREENKOMS VIR DIE LOOISEKSIË

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

- (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 2 (1) (a), 3, 18, 22 en 23 (1) en (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 2 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA,
Minister van Mannekrag.

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R.1800]

[3 September 1982

LABOUR RELATIONS ACT, 1956
LEATHER INDUSTRY
REPUBLIC OF SOUTH AFRICA
AGREEMENT FOR THE TANNING SECTION

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

- (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 2 (1) (a), 3, 18, 22 and 23 (1) and (2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 2 of the said Agreement.

S. P. BOTHA,
Minister of Manpower.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA.—LOOISEKSIE

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die—

(a) South African Tanning Employers' Organisation
en

(b) Transvaal Footwear, Tanning and Leather Trades Association

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

(c) National Union of Leather Workers
en

(d) Transvaal Leather and Allied Trades Industrial Union (hierna
die „werknemers” of die „vakverenigings” genoem), aan die an-
der kant,

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

BEPALINGS VAN TOEPASSING OP DIE LOOISEKSIE VAN DIE
LEERNYWERHEID

1. WOORDOMSKRYWING

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

„Wet” die Wet op Arbeidsverhoudinge, 1956;

„ambagsman” 'n werknemer wat werk verrig wat gewoonlik deur 'n
geskoolde ambagsman gedoen word, en vir die toepassing van
hierdie omskrywing beteken die uitdrukking „geskoolde
ambagsman” iemand wat sy leertyd uitgedien het in 'n ambag
wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys
is of geag word aangewys te wees, of wat in besit is van 'n vaar-
dighedsertifikaat wat deur die Registrateur van Mannekrag-
opleiding, kragtens artikel 6 van die Wet op Mannekragoplei-
ding, 1981, aan hom uitgereik is, of 'n sertifikaat wat deur
genoemde Registrateur kragtens of artikel 2 (7) of artikel 7 (3)
van genoemde Wet aan hom uitgereik is;

„assistent-magasynmeester en/of assistent-pakhuisman” 'n werknem-
er wat onder toesig van 'n magasynmeester en/of pakhuisman
uitsluitlik of hoofsaaklik een of meer van die werksaamhede ver-
rig wat in die omskrywing van „magasynmeester en/of pakhuis-
man” vermeld word;

„ketelbediener” 'n werknemer wat aktief werksaam is in verband
met die instandhouding van die stoomdruk en waterpeil in 'n
stoomketel, en wat ook vure kan maak en in stand hou;

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

„dagwag” 'n werknemer wat tussen die ure 06h00 en 18h00 persele
of eiendom bewaak;

„versendingsklerk” 'n werknemer wat verantwoordelik is vir die ont-
vangs van goedere in of uit 'n magasyn of pakhuis of van afde-
lings af vir versending of aflewering, en wat verantwoordelik is
vir die verpakking en/of bymekaarmaak van sodanige goedere en
die nagaan, massameet, merk of adresseer van pakkette;

„distrikskomitee” 'n komitee wat ooreenkomstig die konstitusie van
die Raad ingestel is om die administrasie van ooreenkomste in 'n
bepaalde gebied te behartig;

„motorvoertuigdrywer” 'n werknemer wat 'n motorvoertuig dryf;

„dagwerker” 'n werknemer, met inbegrip van 'n dagwag, van wie
vereis word of wat toegelaat word om op so 'n grondslag te werk
dat sy gewone werkure tussen 06h00 en 18h00 val;

„nagwerker” 'n werknemer, uitgesonderd 'n nagwag, van wie vereis
word of wat toegelaat word om op so 'n grondslag te werk dat al
sy gewone werkure of 'n gedeelte daarvan tussen 18h00 en 06h00
val;

„bedryfsinrigting” 'n plek waarin werksaamhede in verband met die
Nywerheid verrig word;

„Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat
ooreenkomstig die konstitusie van die Raad aangestel is;

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA.—TANNING SECTION

AGREEMENT

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

(a) South African Tanning Employers' Organisation
and

(b) Transvaal Footwear, Tanning and Leather Trades Association

(hereinafter referred to as the “employers” or the “employers’ organis-
ations”), of the one part, and the

(c) National Union of Leather Workers
and

(d) Transvaal Leather and Allied Trades Industrial Union
(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.

PROVISIONS APPLICABLE TO THE TANNING SECTION OF
THE LEATHER INDUSTRY

1. DEFINITIONS

All expressions used in this Agreement which are defined in the
Labour Relations Act, 1956, shall have the same meaning as in that
Act; 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;

“artisan” means an employee who is engaged in work normally per-
formed by a skilled artisan and for the purposes of this definition
the expression “skilled artisan” means a person who has served
his apprenticeship in a trade designated or deemed to have been
designated under the Manpower Training Act, 1981, or who
holds a certificate of proficiency issued to him by the Registrar of
Manpower Training in terms of section 6 of the Manpower
Training Act, 1981, or a certificate issued to him by the said
Registrar in terms of either section 2 (7) or section 7 (3) of the
said Act;

“assistant storeman and/or assistant warehouseman” means an em-
ployee who, under the supervision of a storeman and/or ware-
houseman, is wholly or mainly engaged in performing one or
more of the operations referred to in the definition of “storeman
and/or warehouseman”;

“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 maintaining of
fires;

“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 La-
bour Relations Act, 1956;

“day watchman” means an employee who is engaged in guarding
premises or property between the hours 06h00 and 18h00;

“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 who is engaged in
driving a motor vehicle;

“employee engaged on day work” means an employee, including a
day watchman, who is required or permitted to work on such a
basis that his ordinary hours of work fall between the hours of
06h00 and 18h00;

“employee engaged on night work” means an employee other than a
night watchman, who is required or permitted to work on such a
basis that all or a portion of his ordinary hours of work falls be-
tween the hours of 18h00 and 06h00;

“establishment” means any place in which any operations in connec-
tion with the Industry are carried on;

“Executive Committee” means the Executive Committee of the
Council appointed in terms of its Constitution;

„ondervinding” die totale tydperk of tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat ’n werknemer in die Nywerheid werksaam was;

„algemene arbeider” ’n werknemer wat hoofsaaklik een of meer van die volgende werksaamhede verrig:

- (1) Persele, masjinerie, uitrusting, gereedskap, werktuie, diere, meubels of ander artikels skoonmaak;
- (2) houters was of skoonmaak;
- (3) chemikalieë, masjinerie, uitrusting, gereedskap, werktuie of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houters laai en aflaai;
- (5) afval of as verwyder;
- (6) kiste, pakkette, bale of kratte oop- en toemaak;
- (7) kiste, pakkette of bale brandmerk, merk of sjabloneer;
- (8) tee, koffie, kakao of dergelike drankte maak;
- (9) op bestelwaens of voertuie help;
- (10) briewe, boodskappe of goedere te voet of met ’n fiets of handvoertuig aflewer;
- (11) afvalwater verwyder;

„halfdag” die gewone oggendwerktydperk van die betrokke bedryfsinrigting;

„faktotum” ’n werknemer wat geringe herstelwerk aan masjinerie of uitrusting doen en wat geringe herstelwerk of opknappingswerk aan geboue kan doen, maar wat nie werk doen wat gewoonlik deur ’n ambagsman verrig word nie;

„uurloon” die weekloon gedeel deur 42, behalwe in die geval van ’n nagwag, waar dit die weekloon gedeel deur 60 beteken, en in die geval van ’n nagwerker, waar dit die weekloon gedeel deur 38 beteken;

„Nywerheid” die Looiseksie van die Leernywerheid;

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

„Leernywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

- (a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;
- (b) dokumenttasse, tasse en alle ander houters ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe algemeen bekend as „Xhossakke”, notebeurse, beursies, horlosiebande, polsbande, halsbande en leiband vir honde, kombesrieme, kruisbande, gordels, kousophouters, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;

- (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) vermeld: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke hoofsaaklik van papier gemaak insluit nie;

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

(5) vir die vervaardiging van reisbenodighede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof, of enige kombinasie daarvan;

(6) vir die vervaardiging van handsakke uit ander 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 enige bestanddeel karton en/of papier en/of ’n bestanddeel van papier 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) dokumenttasse, tasse en alle ander houters ontwerp om persoonlike besittings, sportuitrusting en dokumente te bevat;
- (b) tuie, tooms, saaltuig, kamaste, stiegrieme, inkoopsakke, notebeurse, beursies, horlosiebande, polsbande, kombesrieme, kruisbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;

„experience” 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 Industry;

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

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

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

„handyman” means an employee who is engaged in making minor repairs to machinery or equipment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

„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 engaged on night work, when it shall mean the weekly wage divided by 38;

„Industry” means the Tanning Section of the Leather Industry;

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

„Leather Industry” means the Industry in which employers and employees are associated—

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

- (a) footwear, including all types, but not including bespoke made footwear;
- (b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies’ bags, shopping bags, knitting bags, Bantu bags of the type commonly known as „Xhosa bags”, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;

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

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

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

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

(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 kit and documents;
- (b) harnesses, bridles, saddlery, leggings, stirrup straps, shopping bags, wallets, purses, watchstraps, 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) 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 uitgeleë moet word dat dit die volgende insluit nie:

- (i) Die vervaardiging van metaalkomponente en/of -hegstukke;
- (ii) die vervaardiging, uit seildoek van banksakke, sportuitrustingsakke, rugsakke, hawersakke, monstersakke en springstofsakke;
- (iii) die vervaardiging van artikels uit rubber;
- (iv) die vervaardiging van artikels of die uitoefening 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 wat van water 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 plastiek-plaatmateriaal, 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, deurgedruk of gevorm, is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

„motorvoertuig” 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en ten opsigte waarvan 'n motortransportsertifikaat of 'n vrystellingsertifikaat ingevolge die Motortransportwet, 1977, vereis word;

„nagwag” 'n werknemer wat tussen die ure 18h00 en 06h00 persele of eiendom bewaak;

„bediener” 'n werknemer wat leer en/of huide en/of velle in 'n masjien voer en dit sluit 'n werknemer in wat 'n masjien beheer;

„loonvrag” die „netto dravermoë” of „netto vrag” wat 'n voertuig mag dra of trek ooreenkomstig 'n motortransportsertifikaat of vrystellingsertifikaat wat die plaaslike padvervoerraad kragtens die Motortransportwet, 1977, ten opsigte van sodanige voertuig uitgereik het;

„stukwerk” 'n stelsel waarvolgens verdienste gebaseer word op die hoeveelheid werk verrig of produksie gelewer;

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

„gekwalifiseerde werknemer” 'n werknemer wat op grond van ondervinding daarop geregtig is om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid wat hy verrig;

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

„korttyd” 'n tydelike vermindering van die getal gewone werkure weens 'n tekort van werk en/of grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

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

„Looiseksie” daardie seksie van die Leernywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die looi, bewerking en/of bloting van huide en velle;

„werkloon” die bedrag betaalbaar aan 'n werknemer ingevolge klousule 4 (1) (a) ten opsigte van sy gewone werkure soos in klousule 5 voorgeskryf: Met dien verstande dat—

- (i) as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 voorgeskryf, dit sodanige hoër bedrag beteken;

- (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 explosive 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;

“motor vehicle” means any power-driven vehicle used for conveying goods and in respect of which a motor carrier certificate or certificate of exemption is required in terms of the Road Transportation Act, 1977;

“night watchman” means an employee who is engaged in guarding premises or property between the hours of 18h00 and 06h00;

“operator” means an employee engaged in feeding leather and/or hides and/or skins into a machine and includes an employee who controls a machine;

“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 Road Transportation Act, 1977;

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

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

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

“short-time” means a temporary reduction in the number of ordinary hours of work owing to shortage of work and/or raw materials or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency;

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

“Tanning Section” means the section of the Leather Industry in which employers and employees are associated for the tanning, dressing and/or fellmongering of hides and skins;

“weekly wage” means the amount of money payable to an employee in terms of clause 4 (1) (a) 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, it means such higher amount;

- (ii) die eerste voorbehoudsbepaling nie so vertolk mag word dat dit op besoldiging betrekking het of besoldiging insluit wat 'n werknemer wat in diens is op enige grondslag in klousule 14 bepaal, ontvang het benewens die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; „wolvewerking” die bewerking van velle met die wol nog daaraan.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werk-saam is; en
- (b) in die landdrosdistrikte Die Kaap, Wynberg, Paarl, Stellenbosch, Oudtshoorn, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Barberton, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl.), Brits, Witrivier, Witbank, Nigel, Germiston en Bloemfontein.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone voorgeskryf word en op die werkgewers van sodanige werknemers.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet bepaal en bly van krag vir die tydperk eindigende 30 Junie 1983 of vir dié tydperk wat hy bepaal.

4. LONE EN LOONSKALE

- (1) (a) (i) Behoudens klousules 6 en 20, mag geen lone laer as dié voorgeskryf in kolom A van subklousule (6) deur 'n werkgewer betaal en deur 'n werknemer aangeneem word ten opsigte van 'n werksaamheid wat deur so 'n werknemer verrig word nie, en elke werkgewer moet verder voldoen aan enige getalsverhouding of ander voorwaardes in hierdie Ooreenkoms voorgeskryf.
- (ii) Ingeval 'n werknemer op enige dag nie om 'n ander rede as op las of op versoek of met toestemming van die werkgewer of weens siekte van die werk af wegbly nie, moet die loon wat vir daardie week aan hom verskuldig is, ondanks subparaagraaf (i), geag word die bedrag te wees wat in kolom B van subklousule (6) verskyn: Met dien verstande dat, in die geval van afwesigheid weens siekte, die werkgewer van die werknemer kan vereis om as bewys van die oorsaak van afwesigheid 'n sertifikaat onderteken deur 'n geregistreerde geneesheer voor te lê: Voorts met dien verstande dat 'n werknemer wat laat by die werk aankom nie geag word van die werk afwesig te gewees het nie as die tyd aldus verloor in 'n bepaalde week altesaam hoogstens 15 minute beloop.
- (b) Behalwe in die geval van nagwagte en nagwerkers, is die lone in hierdie klousule voorgeskryf, vir 'n werkweek van 42 uur betaalbaar. In die geval van nagwagte is die lone vir 'n werkweek van 72 uur betaalbaar en in die geval van nagwerkers, vir 'n werkweek van 38 uur. Die werkweek mag nie vroeër as op Woensdag van 'n kalenderweek eindig nie.
- (2) Alle besoldiging wat aan 'n werknemer verskuldig is, moet weekliks voor of op Vrydag in kontant betaal word gedurende die gewone werkure van die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag van die bedryfsinrigting plaasvind. Die verdienste moet in 'n verseëelde kovert geplaas word waarop die naam of nommer en loonskaal van die werknemer, die betaaldatum, die ure gewerk, besonderhede van aftrekkings en die netto verdienste daarin vervat met 'n inktpotlood of inkskryf moet word en wel soos volg:

Werknemer
Loonskaal
Besoldiging vir werk op 'n Sondag verrig
Ure gewerk
Loon verskuldig

- (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 14 received over and above the amount which he would have received if he had not been employed on such basis;
- “wool-skin processing” means the processing of skins with the wool on.

2. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Tanning 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 and who are engaged or employed therein; and
- (b) in the Magisterial Districts of The Cape, Wynberg, Paarl, Stellenbosch, Oudtshoorn, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Barberton, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl), Brits, White River, Witbank, Nigel, Germiston and Bloemfontein.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed and to the employers of such employees.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in operation for the period ending 30 June 1983 or such period as may be determined by him.

4. WAGES AND RATES

- (1) (a) (i) Subject to the provisions of clauses 6 and 20, no employer shall pay and no employee shall accept remuneration at rates less than those prescribed in Column A of subclause (6) in respect of any operation performed by such employee and every employer shall further comply with any ratio or other conditions prescribed in this Agreement.
- (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 wages due to him for that week shall, notwithstanding the provisions of subparagraph (i), be deemed to be the amount reflected in Column B of subclause (6): 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 as 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.
- (b) Except in the case of a night watchman and an employee engaged on right work, the wages laid down in this clause shall be payable for a working week of 42 hours, and in the case of night watchmen, the wages shall be payable for a working week of 60 hours, and in the case of an employee engaged on night work the wages shall be payable for a working week of 38 hours. The working week shall end not earlier than on Wednesday in a calendar week.
- (2) All remuneration due to an employee shall be paid in cash weekly not later than on Friday and during 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
Remuneration for work performed on a Sunday
Hours worked
Wages due

Aftrekkings:

L.B.S.	.....
Werkloosheidsversekeringsfonds	.....
Siektebystandsfonds	.....
Bystandsfonds	.....
Versekerings- of pensioenfonds	.....
Ledegeld vir vakvereniging	.....
Raadsheffings	.....

Netto verdienste	.....
Werkgewer	.....
Datum	.....

- (3) Hoegenaamd geen bedrae, uitgesonderd die volgende, mag afgetrek word van die besoldiging wat aan 'n werknemer verskuldig is nie:
- (a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten tyde van sy afwesigheid ten opsigte van sy gewone werkure ontvang het;
 - (b) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, werkloosheids-, siekte-, versekerings- of pensioenfondse en vir spaarfondse deur die Raad goedgekeur;
 - (c) heffings ingevolge klousule 9 van die Ooreenkoms;
 - (d) 'n bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsprosedure ten behoeve van 'n werknemer moet betaal en wel betaal het;
 - (e) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is;
 - (f) waar die gewone werkure voorgeskryf in klousule 5 verminder word weens korttyd, 'n bedrag ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur 42 in die geval van 'n dagwerker en 38 in die geval van 'n nagwerker: Met dien verstande dat geen aftrekking gemaak mag word nie in geval van korttyd—
 - (i) wat voortspruit uit 'n tekort aan werk en/of grondstowwe, tensy die werkgewer voor of op die dag voor dié waarop sodanige korttyd gewerk moet word, of individueel of by skriftelike kennisgewing opgeplak in die afdeling of afdelings waarin hulle werk, die werknemers daarvan in kennis gestel het;
 - (ii) wat voortspruit uit 'n algemene onklaarraking van uitrusting of masjinerie of uit die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur waarin daar nie gewerk is nie, tensy die werkgewer op die vorige dag aan sy werknemers kennis gegee het dat daar geen werk beskikbaar sal wees nie.
- Ondanks hierdie paragraaf mag geen aftrekkings vir korttyd van die loon van 'n nagwerker of 'n motorvoertuigdrywer gemaak word nie.
- (4) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanvaar nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema waartoe die werkgewer volgens wet moet bydra nie.
- (5) Waar werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgewer die verdienste van elke werknemer aan hom betaal.
- (6) Geen bepaling in hierdie Ooreenkoms mag dié uitwerking hê dat dit die tydloon verminder wat tans betaal word en wat vir die werknemer gunstiger is as dié in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf, solank hy by dieselfde werknemer in diens bly nie.

LONE

	Kolom A	Kolom B
	Per week	Per week
A. Graad A:	R	R
(i) Bedieners van splitsmasjiene, wat die instel van en regstelling aan sodanige masjiene insluit, en wat leer in die kalk- of looistadium of in albei splits	86,73	95,34
(a) Leerlinge, volgens ondervinding:		
Eerste ses maande	45,57	50,19
Tweede ses maande	54,60	60,06
Derde ses maande	60,90	66,99
Vierde ses maande	69,72	76,65
Vyfte ses maande	76,23	83,79
Daarna	86,73	95,34

Deductions:

P.A.Y.E.	.....
Unemployment Insurance Fund	.....
Sick Benefit Fund	.....
Provident Fund	.....
Insurance or pension funds	.....
Trade union subscriptions	.....
Council levies	.....

Net earnings	.....
Employer	.....
Date	.....

- (3) No deductions of any kind, other than the following may be made from the remuneration due to any employee:
- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
 - (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;
 - (c) levies in terms of clause 9 of the Agreement;
 - (d) any amount paid by an employer compelled by a statutory enactment, ordinance or legal process to make payment on behalf of an employee;
 - (e) with the written consent of the employee, deductions for subscriptions to the funds of any trade union which is a party to this Council;
 - (f) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by 42 in the case of an employee engaged on day work and 38 in the case of an employee engaged on night work: Provided that no deduction shall be made—
 - (i) in the case of short-time arising out of shortage of work and/or raw materials, unless the employer has given 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 in which such short-time is to be worked;
 - (ii) in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employees notice on the previous day that no work will be available.
- Notwithstanding the provisions of this paragraph no deduction for short-time shall be made from the wages of a night watchman or a motor vehicle driver.
- (4) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.
- (5) Where in any establishment work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.
- (6) Nothing in this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

WAGES

	Column A	Column B
	Per week	Per week
	R	R
A. Grade A:		
(i) Operators of splitting machines, which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned condition or both	86,73	95,34
(a) Learners, according to experience:		
First six months	45,57	50,19
Second six months	54,60	60,06
Third six months	60,90	66,99
Fourth six months	69,72	76,65
Fifth six months	76,23	83,79
Thereafter	86,73	95,34

	Kolom A	Kolom B		Column A	Column B
	Per week	Per week		Per week	Per week
	R	R		R	R
(b) In elke looiery waarin daar 'n splitsmasjiene geïnstalleer is, moet daar minstens een splitter in diens wees wat die volle loon in A (i) hierbo vermeld, ontvang.			(b) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (i) above.		
(ii) Bedieners van skaaf- en witmaakmasjiene	76,23	83,79	(ii) Operators of shaving and whitening machines	76,23	83,79
(a) Leerlinge, volgens ondervinding:			(a) Learners, according to experience:		
Eerste ses maande	45,57	50,19	First six months	45,57	50,19
Tweede ses maande	57,33	63,00	Second six months	57,33	63,00
Derde ses maande	65,73	72,24	Third six months	65,73	72,24
Daarna	76,23	83,79	Thereafter	76,23	83,79
B. Graad B:			B. Grade B:		
(a) Werknemers, uitgesonderd dié in (b) en (c) vermeld:			(a) Employees other than those specified in (b) and (c):		
(i) In diens as eerstegraadse tafelwerkers, d.w.s. werknemers wat met die hand fynskuur, witmaak, skaaf en spuit en werknemers wat opsniewerk doen	65,73	72,24	(i) Employed as first grade table-hands, i.e. hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding	65,73	72,24
<i>Opmerking.</i> —Opsniewerk' beteken die opsniewerk van ongelooide huide in rugsystukke, pensstukke, bladstukke of rugstukke, maar nie die opsniewerk van die huid in twee systukke nie.			<i>Note.</i> —'Rounding' is the cutting up of untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.		
(ii) In diens as bedieners van 'n ontvleismasjiene, 'n onthaarmasjiene, 'n rek-en-breimassjiene en 'n fynskuurmasjiene	61,32	67,41	(ii) Employed as operators of fleshing, unhairing, staking and buffing machines	61,32	67,41
(iii) In diens as bedieners van verglansmasjiene, alle tipes meetmasjiene, sooluitrolmasjiene, hidrouliese perse, bevochtigingsmasjiene, setmasjiene, basfynmaalmasjiene, skraapmasjiene, nabehandelmingsmasjiene, oliemasjiene, wasmasjiene, borselmasjiene, spuitmasjiene, opstopmasjiene, gordynbeksleermasjiene, stofverwyderingsmasjiene, ossilleermesse, nek vorm- en plooi setmasjiene, en werknemers in diens as tafelwerkers (uitgesonderd eerstegraadse tafelwerkers) wat leerbreiersgereedskap of geïmproviseerde leerbreiersgereedskap op enige soort leer gebruik en wat bogenoemde gereedskap gebruik op lyminstallasies of vakuumdruoginstallasies, werknemers wat gebreke in leer herstel, pigmentafwerkingskleure meng en pas, kleurstowwe pas, vierkante sny, suede met 'n borsel en/of skuurpapier bewerk, 'n splitter help om materiaal in die voorkant van 'n splitsmasjiene in te voer, 'n mobiele hyswa bedien van die tipe waar die drywer op die voertuig moet sit en ook werknemers wat leer met die hand (borsel of kussinkie) swart maak, vetsmeer, beits, pigmenteer en nabehandel en diens doen as vleisskrapers wat die werk met die hand in 'n kalkskuur doen	58,38	64,26	(iii) Employed as operators of glazing, all types of measuring, sole substance measuring, sole rolling, hydraulic press, sammying, setting, bark milling, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscillating knife, necking and wrinkle setting machines and employees employed as table-hands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, matching dyes, square cutting, sueding by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle, and employees employed on blackening, greasing, staining, pigmentation and seasoning leather by hand (brush or pad) and as lime yard hand fleshers	58,38	64,26
(b) Leerlinge onder die ouderdom van 18 jaar wat werksaamhede vermeld in paragraaf (a) hierbo verrig:			(b) Learners under the age of 18 years employed on operations specified in paragraph (a) above:		

	Kolom A	Kolom B		Column A	Column B
	Per week	Per week		Per week	Per week
	R	R		R	R
Volgens ondervinding:			According to experience:		
Eerste ses maande	31,50	34,65	First six months	31,50	34,65
Tweede ses maande	35,28	38,85	Second six months	35,28	38,85
Derde ses maande	44,73	49,14	Third six months	44,73	49,14
Daarna, indien in diens kragtens—			Thereafter, if employed under—		
(a) (i)	65,73	72,24	(a) (i)	65,73	72,24
(ii)	61,32	67,41	(ii)	61,32	67,41
(iii)	58,38	64,26	(iii)	58,38	64,26
(c) Leerlinge, 18 jaar oud of ouer, wat			(c) Learners of the age of 18 years or		
werksaamhede vermeld in paragraaf			over employed on operations speci-		
(a) hierbo verrig:			fied in paragraph (a) above:		
Volgens ondervinding:			According to experience:		
Eerste ses maande	44,73	49,14	First six months	44,73	49,14
Tweede ses maande	47,67	52,50	Second six months	47,67	52,50
Daarna, indien in diens kragtens—			Thereafter, if employed under—		
(a) (i)	65,73	72,24	(a) (i)	65,73	72,24
(ii)	61,32	67,41	(ii)	61,32	67,41
(iii)	58,38	64,26	(iii)	58,38	64,26
<i>Getalsverhouding.</i> —Hoogstens een			<i>Ratio.</i> —Not more than one learner		
leerling wat minder ontvang as die			receiving less than the full rate pre-		
volle loon vir sy beroep voorgeskryf,			scribed for his occupation may be		
kan in diens geneem word vir elke			employed to each three or part of		
drie of gedeelte van drie werknemers			three employees on semi-skilled		
wat halfgeskoolde werk teen die volle			operations receiving the full rate.		
loon verrig.			'Part of three' shall mean a re-		
'Gedeelte van drie' beteken 'n res			mainder of not less than one after the		
van minstens een nadat die totale			total number of employees receiving		
getal werknemers wat volle loon ont-			full rates has been divided by three.		
vang, deur drie gedeel is.					
C. Graad C:			C. Grade C:		
(i) Werknemers—			(i) Employees—		
(a) wat huide en velle skraap,			(a) employed on scudding, cobbing,		
skoonsny, spalk, vaspen en reg-			tacking, toggling and trimming		
sny, trommels bedien en velle			hides and skins, drum operators,		
waaraan daar nog wol of hare is,			and trimming, breaking and/or		
regsny, sagskraap en/of die vleis			fleshings skins with wool or hair		
daarvan afskraap	45,15	49,77	on	45,15	49,77
<i>Opmerking.</i> —'Skoonsny' beteken			<i>Note.</i> —'Cobbing' means the trim-		
die afsny van stukkie vleis wat nog			ming of the loose fleshings hanging		
aan die kante van die huide hang			from the edges of the hides after		
nadat die vleis afgeskraap is.			fleshings.		
(b) Graad I: Alle arbeiders wat			(b) Grade I: All labourers who are		
hoofsaaklik huide en/of velle in			mainly employed in the physical		
die kalkskuur en looiskuur fisies			handling of hides and/or skins in		
hanteer, met inbegrip van			the lime yard and tan yard up to		
bevochtiging, en alle arbeiders			and including sammying and all		
wat uitsluitlik of hoofsaaklik			labourers who are wholly or		
huide en/of velle in die kleur-			mainly employed in the physical		
skuur fisies hanteer	45,36	49,98	handling of hides and/or skins in	45,36	49,98
(c) Graad II: Alle arbeiders wat			the dye yard		
hoofsaaklik rou huide en/of velle			(c) Grade II: All labourers who are		
in die huidmagasyn en leer in			mainly employed in the physical		
alle ander afdelings wat nie as			handling of raw hides and/or		
graad I aangedui word nie, fisies			skins in the hide store and		
hanteer; alle arbeiders wat nie as			leather in all other departments		
graad III aangedui word nie en			not specified as Grade I; all		
wat masjiene en uitrusting			labourers not specified as Grade		
onderhou	44,10	48,51	III involved in the maintenance	44,10	48,51
(d) Graad III: Algemene arbeiders,			of machines and equipment		
waar 'algemene arbeider' 'n			(d) Grade III: General labourers,		
werknemer beteken wie se			where 'general labourer' means		
beroep aangedui word in die			an employee whose occupation		
omskrywing van 'algemene			is specified under the definition		
arbeider' in klousule 1 van hier-			of 'general labourer' in class 1		
die Ooreenkoms	41,16	45,36	of this Agreement	41,16	45,36
(e) wat rou huide of velle in lotte			(e) employed on batch stamping of		
stempel	46,83	51,45	raw hides or skins	46,83	51,45
<i>Opmerking.</i> —Alle loon in para-			<i>Note.</i> —All wages prescribed in		
graaf (i) hierbo voorgeskryf, sluit in			paragraph (i) above are inclusive of a		
'n toelae vir vuilwerk' van 25c per			'dirt allowance' at the rate of 25c per		
week wat in 1945 deur die arbiter			week awarded by the arbitrator in		
toegeken is.			1945.		
D. Wolvelverwerkingsmasjiene en werk-			D. Wool-skin processing machines and oper-		
saamhede nie elders vermeld nie:			ations not elsewhere specified:		
(a) Stryk en/of skeer en/of kam	52,50	57,75	(a) Ironing and/or shearing and/or comb-	52,50	57,75
(b) Kaarding	52,50	57,75	ing	52,50	57,75
			(b) Carding	52,50	57,75

	Kolom A	Kolom B
	Per week	Per week
(c) Stikwerk met masjien	R 54,18	R 59,64
(d) Snywerk volgens patrone	47,67	52,50
E. Afdelings vir die sny van kantstrookies, hakstrookies en vetters:		
(a) Bedieners van splits-, skaaf-, sny-, groef- en afskuinsmasjiene	54,18	59,64
(b) Alle ander werksaamhede	45,15	49,77
F. (i) Magasynmeesters en/of pakhuismanne, versendingsklerke	54,18	59,64
(ii) Assistent-magasynmeesters en/of assistent-pakhuismanne	50,19	55,23
G. Motorvoertuigdrywers—		
werksaam op voertuie met 'n loonvrag van tot en met 2 722 kg	57,33	63,00
werksaam op voertuie met 'n loonvrag van meer as 2 722 kg maar hoogstens 4 536 kg	64,05	70,56
werksaam op voertuie met 'n loonvrag van meer as 4 536 kg	71,19	78,33
H. Ketelbediener	46,83	51,45
I. Nagwag	50,19	55,23
J. Dagwag	46,83	51,45
K. Faktotum	50,19	55,23
L. (a) Werksaamhede in verband met die produksie van bekleedselleer wat nie elders vermeld word nie:		
(i) Merk- en/of patroonsnywerk	71,61	78,75
(ii) Snywerk volgens patrone	65,73	72,24
(iii) Stukmerkwerk	46,83	51,45
(b) Leerlinge wat die werksaamhede verrig wat in paragraaf (a) (i) hierbo vermeld word:		
Eerste ses maande ondervinding ..	57,54	63,21
Tweede ses maande ondervinding ..	64,26	70,77
(c) Leerlinge wat die werksaamheid verrig wat in paragraaf (a) (ii) hierbo bedoel word:		
Eerste ses maande ondervinding ..	51,03	56,07
Tweede ses maande ondervinding ..	58,38	64,26

	Column A	Column B
	Per week	Per week
(c) Stitching by machine	R 54,18	R 59,64
(d) Cutting to patterns	47,67	52,50
E. Welting, randing and lace-cutting departments:		
(a) Operators of splitting, skiving, cutting, grooving and bevelling machines	54,18	59,64
(b) All other operations	45,15	49,77
F. (i) Storemen and/or warehousemen, despatch clerks	54,18	59,64
(ii) Assistant storemen and/or assistant warehousemen	50,19	55,23
G. Motor-vehicle drivers—		
employed on vehicles of a pay-load of up to and including 2 722 kg	57,33	63,00
employed on vehicles of a pay-load of over 2 722 kg but not exceeding 4 536 kg	64,05	70,56
employed on vehicles of a pay-load of over 4 536 kg	71,19	78,33
H. Boiler attendant	46,83	51,45
I. Night watchmen	50,19	55,23
J. Day watchmen	46,83	51,45
K. Handymen	50,19	55,23
L. (a) Operations relating to the production of upholstery leather not elsewhere specified:		
(i) Marking and/or pattern cutting	71,61	78,75
(ii) Cutting to patterns	65,73	72,24
(iii) Piece marking	46,83	51,45
(b) Learners employed on operations specified in paragraph (a) (i) above:		
First six months of experience	57,54	63,21
Second six months of experience ..	64,26	70,77
(c) Learners employed on the operation referred to in paragraph (a) (ii) above:		
First six months of experience	51,03	56,07
Second six months of experience ..	58,38	64,26

- (7) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet die aanvangsloon van 'n werknemer wat bevorder word tot of weer in diens geneem word vir 'n werksaamheid waarvoor 'n leerlingskaal voorgeskryf word, en waarvoor 'n hoër loon voorgeskryf word as die loon vir die werksaamheid wat hy verrig of verrig het, daardie kerf van die leerlingskaal van die nuwe werk wees wat onmiddellik hoër is as die loon wat hy ontvang of ontvang het, en hy moet daarna ooreenkomstig die leerlingskaal vir die nuwe werk vorder.
- (b) Paragraaf (a) is nie van toepassing op 'n werknemer wat weer in diens geneem word en daarna bevorder word tot 'n werk ten opsigte waarvan hy voorheen die skaal vir gekwalifiseerdes ontvang het nie.
- (8) By bewyslewering, tot tevredenheid van die werkgewer, van die dood van 'n werknemer, moet die werkgewer aan die afhanklike van die afgestorwe werknemer na eie goeddunke die besoldiging betaal wat opgeloop het maar wat op die sterftedatum nog nie aan so 'n werknemer betaal is nie, en die boedel van die afgestorwe werknemer kan geen eis teen die werkgewer instel nie.
- (9) (a) Ondanks andersluidende bepalings hierin, moet daar steeds aan 'n werknemer wat op 24 Maart 1982 hoër besoldiging ontvang het as die loon voorgeskryf vir die klas werk wat hy verrig het en wat op die datum van inwerkingtreding van hierdie Ooreenkoms nog steeds by dieselfde werkgewer vir dieselfde klas werk in diens is, 'n bykomende bedrag betaal word gelyk aan die verskil tussen die besoldiging wat hy op 24 Maart 1982 ontvang het en die loon wat op daardie datum voorgeskryf was vir die werksaamheid wat hy verrig het.
- (b) Vir die toepassing van hierdie subklousule word „besoldiging” geag nie enige betaling ten opsigte van oortydwerk of bykomende betalings ten opsigte van 'n stukwerkstelsel wat kragtens klousule 14 in werking is, in te sluit nie.

- (7) (a) Notwithstanding anything to the contrary contained in this Agreement, the commencing wage of an employee who is promoted to or re-engaged on an operation for which a learnership scale is prescribed, and for which a higher wage is prescribed than the wage for the operation on which he is or was employed, shall be that notch of the learnership scale of the new operation which is immediately higher than the wage he is or was receiving, and he shall, thereafter, progress according to the learnership scale for the new operation.
- (b) The provisions of paragraph (a) shall not apply to an employee who is re-engaged and subsequently promoted to an operation in respect of which he previously received the qualified rate.
- (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 but which, at the date of death, has not been paid to such employee, and the estate of the deceased employee shall have no claim on the employer.
- (9) (a) Notwithstanding anything to the contrary contained herein, an employee who, on 24 March 1982, was in receipt of remuneration higher than the wage prescribed for the class of work on which he was engaged and who, on the date on which this Agreement comes into operation, is still in the employ of the same employer on the same class of work, shall continue to be paid an additional amount equal to the difference between the remuneration he was receiving on 24 March 1982 and the wage which, on that date, was prescribed for the operation on which he was employed.
- (b) For the purposes of the subclause “remuneration” shall be deemed not to include any payment in respect of overtime or additional payment in respect of a piece-work system being applied in terms of clause 14.

5. WERKURE

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

- (a) langer as 42 uur, uitgesonderd etensstye, in 'n enkele week te werk nie; of
- (b) langer as agt uur, uitgesonderd etensstye, op 'n bepaalde dag te werk nie: Met dien verstande dat daar in enige 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 vir 'n bykomende tydperk van hoogstens 'n halfuur op elk van die oorblywende 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 vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of
- (c) vir 'n aanenlopende tydperk van langer as vyf uur te werk nie, sonder 'n ononderbroke pouse van minstens een uur: Met dien verstande dat—
 - (i) 'n werkgewer, by onderlinge ooreenkoms met minstens 75 persent van sy werknemers, die duur van sodanige etenspouse tot minstens 'n halfuur kan verminder, en in daardie geval, en nadat die werkgewer 'n verklaring oor sodanige ooreenkoms by die distrikskomitee vir sy gebied ingedien het, kan die etenspouse verkort word;
 - (ii) werktidperke onderbreek deur pouses van minder as een uur geag word aanenlopend te wees, behalwe waar voorbehoudsbepaling (i) van toepassing is;
 - (iii) as so 'n pouse langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd gewerk te wees;
 - (iv) 'n werkgewer op 'n dag as gevolg van oortydwerk 'n tweede etenspouse aan 'n werknemer moet toestaan, sodanige etenspouse op versoek van die werknemer tot 15 minute verkort kan word, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk nie langer as sewe uur is nie, en sodanige tweede pouse kan geag word nie deel van die gewone werkure of oortydure uit te maak nie.

(2) Vir die toepassing van subklousule (1) (a), word 'n werknemer wat nie op 'n vakansiedag in klousule 7 (8) (a) bedoel werk nie of wat op so 'n vakansiedag minder as sy gemiddelde getal gewone werkure werk vir daardie dag van die week waarop sodanige vakansiedag val, geag 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 so 'n nagwag moet een vry nag uit elke sewe agtereenvolgende nagte toegestaan word.

(4) Ondanks subklousule (1) (a), mag die werkure van 'n nagwerker in 'n bedryfsinrigting waarin twee of meer skofte gewerk word, hoogstens 38 uur in 'n bepaalde week wees: Met dien verstande dat 'n skofwerker wie se gewone werkure minder as 42 uur in die geval van 'n dagwerker, en minder as 38 uur in die geval van 'n nagwerker is, vir die toepassing van klousule 4 (1) (b) geag word onderskeidelik 42 uur of 38 uur te gewerk het.

(5) 'n Skofwerker mag nie verplig of toegelaat word om langer as een week op 'n keer op dieselfde skof te bly nie, en 'n nagwerker mag nie verplig of toegelaat word om langer as twee weke op 'n keer nagwerk te verrig nie.

(6) (a) Elke werkgewer moet binne een maand vanaf die datum van inwerkingtreding van die Ooreenkoms die Raad skriftelik in kennis stel van die aanvangs- en uitskeityd van elke seksie of afdeling van sy bedryfsinrigting.

(b) Elke werkgewer wat voornemens is om die tye vermeld in paragraaf (a) te verander, moet die Raad minstens sewe dae voor die datum waarop hy voornemens is om sodanige verandering aan te bring, skriftelik daarvan in kennis stel.

(7) As werknemers hulle nie op 'n sekere dag by 'n bedryfsinrigting vir werk hoef aan te meld nie, moet hulle voor sodanige dag individueel of by kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werk, meegedeel word dat hulle dienste nie nodig sal wees nie.

Werknemers wat nie aldus in kennis gestel is nie en wat hulle op die gewone aanvangstyd by die bedryfsinrigting aanmeld, is geregtig op minstens 'n halfdag diens of 'n halfdag se besoldiging in plaas daarvan.

Werknemers wat hulle in die middag by die bedryfsinrigting vir werk aanmeld, is geregtig op twee uur diens of twee uur se besoldiging in plaas daarvan, tensy die werkgewer gedurende die oggend kennis gegee het van sy voorneme om hulle nie te laat werk nie.

(8) Die volgende rustye moet aan elke werknemer toegestaan word en word gereken as tyd gewerk:

- (a) Maandae tot Saterdag, minstens 10 minute in die oggend, mits hy alreeds een uur gewerk het;
- (b) Maandae tot Vrydae, minstens 10 minute in die middag, mits hy alreeds een uur na die etenspouse gewerk het:

5. HOURS OF WORK

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

- (a) to work for more than 42 hours, excluding meal times, in any one week; or
- (b) to work for more than eight hours, excluding meal times, on any one day: Provided that in any establishment in which—
 - (i) one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that—
 - (i) an employer may, by mutual arrangement with not less than 75 per cent of his employees, reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the District Committee for his area, the meal interval may be reduced;
 - (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;
 - (iii) if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
 - (iv) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes, so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours, and such second interval may be deemed not to be part of the ordinary hours of work or overtime.

(2) For the purposes of subclause (1) (a), an employee who does not work on any holiday referred to in clause 7 (8) (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 for a night watchman shall not exceed 60 hours per week and such night watchman shall be allowed one night off in seven consecutive nights.

(4) Notwithstanding the provisions of subclause (1) (a), the hours of work of an employee engaged on night work in an establishment in which two or more shifts are worked shall not exceed 38 hours in any one week: Provided that an employee who is engaged on shift work and whose ordinary hours of work are less than 42 hours in the case of an employee engaged on day work and less than 38 hours in the case of an employee engaged on night work shall, for the purposes of clause 4 (1) (b) be deemed to have worked 42 hours or 38 hours respectively.

(5) An employee engaged on shift work shall not be required or permitted to remain on the same shift for a period exceeding one week at any one time and an employee engaged on night work shall not be required or permitted to remain on night work for a period exceeding two weeks at any one time.

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

(b) Every employer who proposes to vary the times referred to in paragraph (a) shall notify the Council, in writing, not less than seven days prior to the date on which he proposes to make such variation.

(7) 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 one-half day or to receive a half 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.

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

- (a) Mondays to Saturdays, a period of not less than 10 minutes in the morning: Provided that one hour has been worked;
- (b) Mondays to Fridays, a period of not less than 10 minutes in the afternoon:

Met dien verstande dat as die werkgever en minstens 75 persent van sy werknemers ooreenkom om een van of albei die ruspouses nie na te kom nie, daar van sodanige ruspouse of ruspouses afgesien kan word nadat 'n verklaring oor sodanige ooreenkoms by die distrikskomitee vir die betrokke gebied ingedien is, en in daardie geval moet die gewone werkure vir elke dag pro rata verminder word: Voorts met dien verstande dat die tyd wat nie as ruspouses geneem word nie, nogtans geag word deel van die gewone werkure uit te maak en daarvoor betaal word asof sodanige ruspouses nagekom is.

(9) As werknemers aan die einde van werkdag moet „uitklok”, moet die werkgever fasiliteite verskaf teneinde werknemers in staat te stel om die bedryfsinrigting te verlaat op die korrekte tyd waarop die werk gestaak moet word.

(10) Ondanks andersluidende bepalings in hierdie Ooreenkoms, omvat die werkure van 'n motorvoertuigdrywer alle dryftydperke en alle tyd wat hy aan ander werk in verband met die voertuig of vrag bestee, en alle tydperke waarin 'n werknemer op sy pos moet bly, gereed om te werk, maar nie ook etenstye nie.

6. OORTYDWERK

(1) Ondanks klousules 5 (1) (a) en (b) en 5 (4), en behoudens hierdie klousule, kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 kan wees), deur die Raad vasgestel in 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of klas werknemer op wie die kennisgewing van toepassing is, asook die tydperk waarvoor en die voorwaardes waarop dit geldig is, gemeld word.

(2) Daar mag nie van 'n werknemer vereis word om oortyd te werk nie, tensy die werkgever die werknemer op die vorige dag kennis daarvan gegee het.

(3) Behoudens subklousule (4) hiervan, moet 'n werknemer, uitgesonderd 'n nagwag, vir elke uur of gedeelte van 'n uur wat hy voor sy gewone aanvangstyd of na sy gewone uitskeityd werk, soos volg besoldig word:

(a) Sy uurloon plus 33½ persent indien hy op enige dag van Maandag tot en met Vrydag en/of Saterdagoggend werk;

(b) sy uurloon plus 50 persent indien hy op Saterdagmiddag werk.

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

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

(a) of die werknemer soos volg betaal:

(i) As hy hoogstens vier uur werk, minstens die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) as hy aldus langer as vier uur 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 minstens een en 'n derde maal die gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een vakansiedag toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

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

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure op diens is, moet vir sodanige ekstra tyd sy uurloon plus 33½ persent betaal word. 'n Nagwag wat op sy diensvrye nag op diens is, moet dubbel sy uurloon betaal word.

7. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgever moet voor of op 24 Desember elke jaar sy bedryfsinrigting vir 'n tydperk van minstens twee agtereenvolgende weke

Provided that one hour has been worked after the lunch interval: Provided further that in the event of the employer and not less than 75 per cent of his employees agreeing not to observe one or both of the rest intervals, such rest interval or intervals may be dispensed with after a statement of such agreement has been lodged with the District Committee for the area concerned and in that event the ordinary hours of work for each day shall be reduced pro rata: Provided further that the time not taken as rest intervals shall nevertheless be deemed to be part of the ordinary hours of work and be paid for as if such rest intervals had been observed.

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

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

6. OVERTIME

(1) Notwithstanding the provisions of clauses 5 (1) (a) and (b) and 5 (4) and save as is provided for in this clause, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) 10 hours; or

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

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

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

(a) on any day from Monday to Friday and/or Saturday morning inclusive, his hourly wage, plus 33½ per cent;

(b) on Saturday afternoon, his hourly wage, plus 50 per cent.

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

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

(a) pay to the employee—

(i) if he 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 of not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day, whichever is the greater; or

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

(6) Whenever an employee is remunerated on a basis other than in accordance with 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 33½ per cent. A night watchman who is on duty on his night off shall be paid at double the rate of his hourly wage.

7. HOLIDAYS AND ANNUAL LEAVE

(1) Every employer shall, not later than 24 December of each year, close his establishment for a period of not less than two consecutive

en twee dae sluit en aan elkeen van sy werknemers, uitgesonderd 'n nagwag, verlof van minstens twee agtereenvolgende weke en twee dae toestaan en aan so 'n werknemer voor of op die laaste werkdag voor die aanvang van sodanige verlof 'n verloftoelae vir elke maand diens by die werkgever betaal gelyk aan een twaalfde van die loon wat hy in twee weke en twee dae sou verdien het: Met dien verstande dat—

- (a) sodanige verloftydperk nie mag saamval met 'n diensopseggingstermyn van die werknemer of 'n tydperk waarin hy militêre diens ondergaan nie; en
- (b) as 'n openbare vakansiedag in subklousule (8) (a) van hierdie klousule vermeld binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer vir sodanige openbare vakansiedag, gelyktydig met die verloftoelae, een vyfde van sy weekloon betaal moet word vir elke sodanige openbare vakansiedag wat binne genoemde verloftydperk val.

Opmerking.—By die berekening van die verlofbesoldiging verskuldig ingevolge hierdie klousule, word die besoldiging vir „Twee dae” geag twee vyfdes van die weekloon te wees.

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

(3) Diens van 'n halfmaand of langer word geag 'n volle maand diens te wees by die berekening van die verloftoelae betaalbaar ingevolge subklousules (1) en (2), en „halfmaand” beteken 'n tydperk van 15 agtereenvolgende kalenderdae, afgesien daarvan of dit werkdag is of nie.

- (4) (a) As 'n werknemer se diens te enige tyd gedurende November of Desember beëindig word, moet hy die volle verlofbesoldiging vir daardie maande, bereken ooreenkomstig subklousule (1), ontvang: Met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wie se diens beëindig word om 'n regsgeldige rede wat as voldoende geag word om summierië ontslag te regverdig nie.

- (b) As 'n werknemer gedurende die week voor die sluiting van die fabriek kennis van diensbeëindiging gee, is hy nie op die bykomende verlofbesoldiging van een twaalfde vir Desember geregtig nie.

- (c) As 'n werknemer samevallend met die sluiting van die fabriek kennis van diensbeëindiging gee, is hy op die bykomende verlofbesoldiging van een twaalfde vir Desember geregtig.

- (5) (a) Ondanks subklousule (1), moet 'n werkgever aan 'n nagwag 21 agtereenvolgende kalenderdae verlof toestaan ten opsigte van elke voltooide tydperk van 12 maande diens en moet hy, voor of op die laaste werkdag voordat die verlof begin, aan so 'n werknemer minstens drie maal die weekloon betaal waarop hy geregtig is vanaf die eerste dag van die verlof.

- (b) Die verlof in paragraaf (a) voorgeskryf, moet toegestaan word wanneer dit die werkgever redelikerwys pas: Met dien verstande dat indien sodanige verlof nie vroeër toegestaan word nie, dit toegestaan moet word binne drie maande na voltooiing van die diensjaar waarop dit betrekking het: Voorts met dien verstande dat as enige openbare vakansiedag in subklousule (8) (a) van hierdie klousule bedoel binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer ten opsigte van sodanige openbare vakansiedag en gelyktydig met die verloftoelae die loon betaal moet word wat hy sou verdien het as hy op so 'n openbare vakansiedag sy daaglikse gemiddelde getal gewone werkure gewerk het.

- (c) 'n Nagwag wie se diens gedurende 'n tydperk van 12 maande diens beëindig word voordat die verloftydperk in paragraaf (a) voorgeskryf ten opsigte van daardie tydperk opgeloopt het, moet by diensbeëindiging en benewens enige ander besoldiging aan hom verskuldig, vir elke voltooide maand van sodanige dienстыdperk minstens een vierde van die weekloon betaal word wat hy onmiddellik voor sodanige beëindigingsdatum ontvang het.

(6) Die verloftoelae ingevolge subklousules (1), (2) en (5) betaalbaar moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof toegestaan is of waarop sy diens beëindig word, na gelang van die geval, en klousule 6 (6) is *mutatis mutandis* van toepassing.

- (7) 'n Tydperk waarin 'n werknemer—

- (a) ingevolge subklousules (1) en (5) met verlof is;
- (b) ingevolge die Verdedigingswet, 1957, militêre diens ondergaan;
- (c) op las of versoek van sy werkgever van die werk afwesig is;
- (d) weens siekte of 'n bevalling van die werk afwesig is;

word vir die toepassing van subklousules (1), (2), (5) en (12) geag diens te wees: Met dien verstande dat paragraaf (d) nie van toepassing is nie op 'n tydperk van afwesigheid weens siekte wat langer as drie agtereenvolgende dae duur, as die werknemer versuim om op 'n versoek van die

weeks and two days and grant to each of his employees, other than a night watchman, leave of absence of not less than two consecutive weeks and two days and pay to such employee not later than the last working day before the commencement of such leave as a leave allowance an amount equal to one-twelfth of the wages he would earn in two weeks and two days for each month of employment with the employer: Provided that—

- (a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military service; and
- (b) if any public holiday referred to in subclause (8) (a) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday, at the same time as the leave allowance, an amount equal to one-fifth of his weekly wage for each such public holiday falling within the said period of leave.

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 leave allowance due as at the date of such termination, calculated as provided 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.

- (4) (a) If an employee's service is terminated at any time during the months of November or December he shall receive the full holiday pay, calculated in terms of subclause (1), for those months: 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.

- (b) If an employee gives notice of termination of service during the week prior to the closing of the factory, he shall not be entitled to receive the additional one-twelfth holiday pay for the month of December.

- (c) If an employee gives notice of termination of service coinciding with the closing of the factory, he shall be entitled to receive the additional one-twelfth holiday pay for the month of December.

- (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 each 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 if any public holiday referred to in subclause (8) (a) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

(6) The amount of the leave allowance payable in terms of subclauses (1), (2) and (5) 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; and the provisions of clause 6 (6) shall *mutatis mutandis* apply.

- (7) Any period during which an employee—

- (a) is on leave in terms of subclauses (1) and (5);
- (b) undergoes military service in pursuance of the Defence Act, 1957;
- (c) is absent from work on the instructions or at the request of his employer;
- (d) is absent from work owing to illness or confinement;

shall be deemed to be employment for the purposes of subclauses (1), (2), (5) and (12): Provided that the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for

werkgewer 'n sertifikaat van 'n mediese praktisyn in te dien wat meld dat hy weens siekte nie kon werk nie, of op daardie deel van 'n totale tydperk van afwesigheid wat meer as 30 dae gedurende enige 12 maande diens beloop.

- (8) (a) Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Gelofte-dag, Kersdag, Welwillendheidsdag, Nuwejaarsdag en Republiekdag is vakansiedae met volle besoldiging: Met dien verstande dat as 'n werknemer op enigiene van hierdie dae werk, sy werknemer hom minstens sy gewone besoldiging moet betaal vir die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.
- (b) As 'n werknemer se diens beëindig word gedurende die week waarin Goeie Vrydag val, moet hy, benewens enige ander besoldiging aan hom verskuldig, twee dae se besoldiging ten opsigte van Goeie Vrydag en Gesinsdag betaal word.
- (c) As enigiene van die openbare vakansiedae in paragraaf (a) van hierdie subklousule vermeld, op 'n Saterdag of Sondag val, moet die besoldiging vir sodanige vakansiedag bereken word teen een vyfde van die gewone weekloon.
- (d) As 'n werknemer se diens gedurende November beëindig word, moet hy, benewens enige ander besoldiging aan hom verskuldig, een dag se besoldiging betaal word vir elkeen van die openbare vakansiedae, naamlik Gelofte-dag, Kersdag, Welwillendheidsdag en Nuwejaarsdag, waarvoor hy nog nie besoldiging ontvang het nie, en die loon betaalbaar vir sodanige vakansiedag moet teen vier vyfdes van die gewone weekloon gereken word: Met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wie se diens beëindig word om 'n regsgeldige rede wat as voldoende geag word om summier te regverdig nie.
- (e) As 'n werknemer se diens gedurende Desember beëindig word, moet hy, benewens enige ander besoldiging aan hom verskuldig, een dag se besoldiging betaal word vir elkeen van die openbare vakansiedae, naamlik Gelofte-dag, Kersdag, Welwillendheidsdag en Nuwejaarsdag waarvoor hy nog nie besoldiging ontvang het nie, en die loon vir sodanige vakansiedae betaalbaar moet teen vier vyfdes van die gewone weekloon bereken word.
- (9) Voordat 'n werkgewer sy bedryfsinrigting sluit vir die jaarlikse tydperk in subklousule (1) van hierdie klousule vermeld, moet hy—
 - (a) sy werknemers minstens 30 dae kennis van die voorlopige sluitingsdatum gee; en
 - (b) sy werknemers minstens 14 dae kennis gee van die werklike datum waarop die bedryfsinrigting gaan sluit en die tydperk waarin daar nie van die werknemers vereis sal word om te werk nie.

Die kennisgewings hierbo vermeld, moet skriftelik wees en die werk-gewer moet dit vertoon op 'n plek wat vir sy werknemers maklik toeganklik is.

(10) Tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, mag die verloftydperk in subklousules (1) en (5) ver-meld nie met 'n tydperk van militêre diens ingevolge die Verdedi-gingswet, 1957, saamval nie.

(11) Ondanks andersluidende bepalings hierin, beteken die woord „besoldiging”, vir die toepassing van subklousule (6), die loon voorge-skrif in Kolom B van klousule 4 (6) vir die werksaamheid waarvoor die werknemer in diens is: Met dien verstande dat indien 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié in genoemde Kolom B voorgeskryf, dit dié hoër bedrag beteken: Voorts met dien verstande dat hierdie subklousule nie van toepassing is op 'n werknemer wat stuk-werk ingevolge klousule 14 verrig nie.

(12) Aan elke werknemer wat 12 maande diens by dieselfde werkge-wer voltooi het as die bedryfsinrigting ingevolge subklousule (1) sluit, moet 'n vakansiebonus betaal word gelykstaande aan die weekloon wat hy ontvang wanneer die bedryfsinrigting sluit: Met dien verstande dat 'n werknemer wie se diens begin op die datum waarop die bedryfsin-ri-gting na die jaarlikse verloftydperk heropen, geag word 12 maande in diens te gewees het as hy nog in diens by dieselfde werkgewer is wan-neer die bedryfsinrigting vir die volgende tydperk van jaarlikse verlof ingevolge subklousule (1) sluit.

8. WERKPLEK

(1) Geen werkgewer kan van 'n werknemer vereis of hom toelaat om werk in die Nywerheid op 'n ander plek as in sy gewone bedryfsinrig-tig te verrig nie.

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

9. FONDSE VAN DIE RAAD

Ter bestryding van die uitgawes van die Raad moet elke werkgewer bedrae van die weeklone van sy werknemers aftrek en 'n gelyke bedrag daartoe bydra en oor dié bedrae beskik ooreenkomstig klousule 5 van die Administrasiefondsooreenkoms wat dan van krag is.

such a certificate by the employer, to submit to the employer a certi-ficate from a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of ab-sence during any 12 months of employment which is in excess of 30 days.

- (8) (a) Good Friday, Family Day, Ascension Day, Day of the Vow, Christmas Day, Day of Goodwill, New Year's Day and Republic Day shall be holidays on full pay: Provided that whenever an employee works on any of these days his employer shall pay him remuneration at a rate not less than his ordinary rate of re-muneration in respect of the total period worked on such day in addition to the remuneration to which he would have been en-titled had he not so worked.
- (b) If an employee's service terminates during the week in which Good Friday falls 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) of this subclause 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) If an employee's service terminates during the month of Novem-ber 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, viz. Day of the Vow, Christmas Day, Day of Goodwill and New Year's Day, in respect of which no payment has already been made to him, and the wages payable for such holidays shall be calculated at the rate of four-fifths 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 recog-nised by law as sufficient to justify instant dismissal.
- (e) If an employee's service terminates during the month of Decem-ber, 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, viz. Day of the Vow, Christmas Day, Day of Goodwill and New Year's Day, in respect of which no payment has already been made to him and the wages payable for such holidays shall be calculated at the rate of four-fifths of the normal weekly wage.
- (9) An employer prior to closing his establishment for the annual period referred to in subclause (1) of this clause shall—
 - (a) give his employees at least 30 days' notice of the provisional date of closing; and
 - (b) give his employees at least 14 days' notice of the actual date upon which the establishment will close and the period during which employees will not be required to 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.

(10) Unless the employee so requests and the employer agrees in writing, the period of leave referred to in subclauses (1) and (5) shall not be concurrent with any period of military service in pursuance of the Defence Act, 1957.

(11) Notwithstanding anything to the contrary contained herein, the term “remuneration” shall, for the purposes of subclause (6), mean the wage prescribed in Column B of clause 4 (6) for the operation on which the employee is employed: Provided that if an employer regularly pays an employee an amount higher than that prescribed in the said column B, it shall mean such higher amount: Provided further that the provi-sions of this subclause shall not apply to an employee engaged on piece-work in terms of clause 14.

(12) Every employee who has completed 12 months of employment with the same employer when the establishment closes in terms of sub-clause (1), shall be paid a holiday bonus equal to the weekly wage which the employee is receiving when the establishment closes: Pro-vided that an employee whose employment commences on the date on which an establishment reopens 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).

8. PLACE OF EMPLOYMENT

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

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

9. COUNCIL FUNDS

For the purpose of meeting the expenses of the Council, every em-ployer shall make deductions from the weekly wages of employees and contribute an equal amount thereto and dispose of such amounts in accordance with the provisions of clause 5 of the Administrative Ex-penses Agreement in operation at the time.

10. DIENSBEËINDIGING

(1) Behoudens subklousule (2) moet elke werknemer een week kennis van diensbeëindiging gee en moet elke werkgever ingelyk een week kennis gee van sy voorneme om die diens van 'n werknemer te beëindig. Sodanige kennisgewing van een week moet uit vyf werkdade bestaan en van krag word met ingang van die datum waarop dit gegee word. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se besoldiging in plaas daarvan. 'n Werknemer wie se dienste nie nodig is ná die verloftydperk in klousule 7 vermeld nie, moet een week voordat die verlof begin, kennis daarvan gegee word, anders is hy geregtig op 'n week se besoldiging in plaas daarvan.

(2) 'n Werknemer wat in 'n bepaalde week meer as twee agtereenvolgende dae korttyd gewerk het, kan sy diens beëindig deur een dag kennis te gee.

(3) Hierdie klousule raak nie enige ooreenkoms wat vir 'n kennisgewingstermyn van langer as een week voorsiening maak nie: Met dien verstande dat die kennisgewingstermyn waaroor ooreengekom is van gelyke duur vir albei partye is. Wanneer 'n ooreenkoms kragtens hierdie subklousule aangegaan word, moet betaling in plaas van kennisgewing in verhouding wees tot die kennisgewingstermyn waaroor ooreengekom is.

(4) Waar 'n werknemer korttyd gewerk het wat minder as 42 uur se werk gedurende 'n tydperk van vier agtereenvolgende weke beloop, word sy dienskontrak by verstryking van daardie tydperk geag outomaties beëindig te wees en is die werknemer geregtig op 'n bedrag gelyk aan sy gewone weeklikse besoldiging, benewens enige besoldiging ingevolge hierdie Ooreenkoms, vir die werk wat hy verrig het. Enige tydperk waarin 'n bedryfsinrigting gesluit is en wat die jaarlikse verloftydperk waarvoor klousule 7 (1) voorsiening maak, onmiddellik voorafgaan of wat onmiddellik daarop volg, word geag korttyd te wees.

(5) 'n Werknemer wat sonder kennisgewing ontslaan word, uitgesonderd om 'n regsgeldige rede, moet in plaas van sodanige kennisgewing 'n volle week se besoldiging betaal word teen die loon wat hy ten tyde van sodanige ontslag ontvang het.

(6) Die kennisgewingstermyn mag nie saamval met en kennis mag nie gegee word gedurende 'n tydperk waarin 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(7) Waar 'n werknemer weens siekte of 'n bevalling vir 'n tydperk van meer as 30 agtereenvolgende dae van die werk afwesig was, is die werkgever daarop geregtig om die dienskontrak summier sonder betaling te beëindig deur die werknemer en die Sekretaris van die Raad skriftelik daarvan in kennis te stel.

11. VERSEKERING VAN LONE IN GEVAL VAN BRAND

(1) Elke werkgever moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy in stand hou wat voorsiening moet maak vir betaling van een week se loon aan alle werknemers van die werkgever wat weens brand werkloos word: Met dien verstande dat betaling pro-rata gemaak kan word as werk vir 'n tydperk van minder as een week gestaak word.

(2) Elke werkgever wat 'n polis ingevolge subklousule (1) uitgeneem het, moet binne 14 dae nadat 'n agent van die Raad hom daarom versoek het, 'n sertifikaat van die versekeringsmaatskappy toon wat meld dat daar versekeringsdekking bestaan wat aan die vereistes van subklousule (1) voldoen en wat ook die tydperk meld waarvoor die polis geldig is.

(3) As dit nie vir die werkgever moontlik is om so 'n versekeringspolis te verkry nie, moet hy, as hy dit nie alreeds gedoen het nie, binne twee maande vanaf die datum van inwerkingtreding van hierdie Ooreenkoms of binne twee maande nadat hy tot die Nywerheid toetree, naamlik die jongste datum, 'n bedrag gelyk aan een week se lone vir alle werknemers in die bedryfsinrigting by die Raad deponeer, en die Raad moet die bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n betaling aan werknemers nodig is: Met dien verstande dat as dit nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgever word.

(4) Rente op al sodanige geld wat belê word, val aan die algemene fondse van die Raad toe.

12. DIENSSERTIFIKATE

(1) Elke werkgever moet aan elke werknemer wat sy diens verlaat, by sy vertrek 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Sodanige sertifikaat moet agtereenvolgens genommer word en 'n kopie van elkeen moet deur die werkgever behou word en nog 'n kopie moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6056, gestuur word.

As 'n werknemer sy diens sonder kennisgewing verlaat, moet sowel die werknemer as die Raad se kopie aan die Sekretaris van die Raad gestuur word.

(2) Voordat hy 'n werknemer in diens neem, moet elke werkgever van die aansoeker vereis om 'n dienssertifikaat ingevolge subklousule (1) hiervan te toon as hy reeds voorheen in die Nywerheid gewerk het,

10. TERMINATION OF EMPLOYMENT

(1) Except as provided in subclause (2), every employee shall be required to give one week's notice to terminate his employment and every employer shall be required to give like notice to terminate the services of an employee. Such week's notice shall consist of five working days and shall take effect from the date on which it is given. A week's notice shall mean a full week's work or a full week's pay in lieu thereof. An employee whose services are not required after the leave referred to in clause 7, shall be given notice thereof one week before the leave begins, failing which he shall be entitled to receive a week's pay in lieu of notice.

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

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

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

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

(6) The period of notice shall not run concurrently with nor shall notice be given while an employee is undergoing military service in pursuance of the Defence Act, 1957.

(7) When an employee has been 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.

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 through fire, the amount of one week's wages: Provided that, should the stoppage of work be for a period of less than one week, a pro-rata payment may be made.

(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 leaving his service a service certificate in the form of Annexure A at the time of leaving. Such certificates shall be numbered consecutively and a copy of each shall be retained by the employer, and a copy forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6056.

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

(2) Before engaging an employee, every employer shall require the applicant, if he has been previously employed in the Industry, to produce a service certificate in terms of subclause (1) hereof or a certificate

of om 'n sertifikaat te toon wat deur die sekretaris van die distrikskomitee of die Sekretaris van die Raad onderteken is en die vorige ondervinding (as daar is) van die aansoeker vermeld. As die aansoeker 'n nuwe toetredende tot die Nywerheid of 'n leerling is, moet die werkgewer van hom vereis om 'n geboortesertifikaat of ander bewys van ouderdom te toon.

'n Werkgewer kan 'n verklaring wat deur die werknemer se ouer of voog onderteken is as „bewys van ouderdom” aanvaar vir 'n tydperk van drie maande, waarin die werknemer 'n geboortesertifikaat moet toon. As die werknemer na drie maande nie in staat is om so 'n sertifikaat te toon 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.

As sodanige vrystelling nie verleen word nie, moet die werkgewer die werknemer se diens beëindig deur een week kennis ingevolge klousule 10 aan so 'n werknemer te gee.

'n Verklaring deur die werknemer onderteken mag nie as „bewys van ouderdom” aanvaar word nie.

In die geval van Swartes kan 'n sertifikaat onderteken deur die Kommissaris vir Swart sake wat die werknemer se ouderdom sertifiseer, by gebrek aan ander aanvaarbare bewys as „bewys van ouderdom” aanvaar word.

13. DIFFERENSIËLE LONE

(1) 'n Werknemer mag nie verplig of toegelaat word om meer as twee werksaamhede in klousule 4 (6) A en B gespesifiseer, te verrig waarvoor verskillende lone voorgeskryf word nie. 'n Werknemer wat enige twee sodanige werksaamhede verrig, moet vir elke uur of gedeelte van 'n uur wat hy elke sodanige werksaamheid verrig, minstens die uurloon vir elke sodanige werksaamheid betaal word.

(2) Die loon van 'n werknemer wat enigeen van die werksaamhede gespesifiseer in klousule 4 (6) A en B verrig, mag nie verminder word as hy in dieselfde week enigeen van die werksaamhede gespesifiseer in klousule 4 (6) C verrig nie.

(3) 'n Werknemer wat meer as een van die werksaamhede verrig of meer as een van die beroepe uitoefen wat in klousule 4 (6) C (i) vermeld word, moet die hoër loon betaal word wat vir sodanige werksaamheid of beroep voorgeskryf word.

(4) 'n Werkgewer moet 'n verslagboek of 'n verslagkaart in die vorm in Aanhangsel B getoon aan die werknemer verskaf waarin die werkgewer daaglik die aard van elke werksaamheid verrig en die tyd werklik daaraan bestee, moet aanteken. Die betrokke werknemer moet die inskrywings met sy handtekening sertifiseer.

14. STUKWERK

(1) Geen stukwerkstelsel mag in enige bedryfsinrigting toegepas word nie, tensy en totdat—

- die betrokke distrikskomitee stukwerkklone aanbeveel het; en
- die stukwerkklone soos of deur die distrikskomitee of op 'n ander wyse aanbeveel, deur die Raad goedgekeur is.

(2) Stukwerk is van toepassing op alle werknemers in dieselfde bedryfsinrigting wat die betrokke werksaamhede verrig, en die stukwerkklone moet op so 'n grondslag ingestel word dat dit elke werknemer in staat stel om die voorgeskrewe minimum uurloon vir die werksaamheid plus 25 persent te verdien.

(3) Geen stukwerkgrondslag wat op die datum van hierdie Ooreenkoms in werking is, mag sonder die Raad se goedkeuring na 'n tydgrondslag verander word nie.

15. LISENSIERING VAN LEERLINGE

(1) Geen werkgewer mag 'n leerling vir splits- of skaafwerk in diens neem nie, behalwe ooreenkomstig 'n lisensie deur die Raad of Uitvoerende Komitee uitgereik. Die Raad of Uitvoerende Komitee moet daarvan oortuig wees dat daar behoorlike fasiliteite vir die opleiding van sodanige leerling bestaan.

(2) Aansoek om toestemming om 'n leerling in diens te neem vir 'n werksaamheid in subklousule (1) vermeld, moet deur die werkgewer by die Raad gedoen word op die vorm wat die Raad voorskryf.

(3) Elke lisensie in subklousule (1) vermeld, moet deur die Sekretaris van die Raad onderteken word en moet die volgende meld: Die leerling se naam en ouderdom, die werksaamheid waarvoor hy in diens geneem word, die minimum loon aan hom betaalbaar, die naam van die werkgewer en die tydperk waarvoor die lisensie geldig is.

(4) Die Raad of Uitvoerende Komitee kan, as hy dit goed dink, nadat een week skriftelike kennisgewing aan die werkgewer en werknemer gegee is, enige lisensie uitgereik ooreenkomstig hierdie klousule intrek.

(5) 'n Kopie van elke lisensie ooreenkomstig hierdie klousule uitgereik, moet aan die werknemer gegee word.

(6) Ten einde die minimum loon vas te stel wat betaalbaar is aan 'n leerling wat ooreenkomstig hierdie klousule in diens is, moet die lengte van al sy diens in die Nywerheid in aanmerking geneem word.

signed by the secretary of a District Committee or the Secretary of the Council specifying the previous experience of the applicant, if any. If the applicant is a newcomer to the Industry or 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 during which time the employee must produce a birth certificate. If after three months, the employee is unable to produce such certificate, the employer must apply to the District Committee (or where no District Committee exists, to the Executive Committee) for exemption from this subclause.

If such exemption is not granted, the employee's service must be terminated by the employer giving such an employee one week's notice in terms of clause 10.

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

In the case of Blacks, a certificate signed by the Black Affairs Commissioner certifying the employee's age may, in the absence of other acceptable evidence, be accepted as "proof of age".

13. DIFFERENTIAL RATES

(1) An employee may not be required or allowed to perform more than two operations specified in clause 4 (6) A and B for which different wages are prescribed. An employee who is employed in any two such operations shall be paid for each hour or part of an hour worked on each operation at not less than the hourly wage applicable to each such operation.

(2) The wage of an employee who is employed on any of the operations specified in clause 4 (6) A and B may not be reduced if he is employed in the same week on any of the operations specified in clause 4 (6) C.

(3) An employee who is employed on more than one of the operations or in more than one of the occupations specified in clause 4 (6) C (i) shall be paid at the higher rate prescribed for the operation or occupation.

(4) An employer shall provide the employee with a record book or card, in the form shown in Annexure B, in which the employer shall enter daily the nature of each operation performed and the actual time worked thereon. The entries shall be certified by the signature of the employee concerned.

14. PIECE-WORK

(1) No piece-work system shall be applied in any establishment unless and until—

- the District Committee concerned has recommended piece-work rates; and
- the piece-work rates either as recommended by the District Committee or otherwise have been approved by the Council.

(2) Piece-work shall apply to all employees in the same establishment engaged on the operations concerned, and the piece-work rates shall be established on such a basis as to enable each employee to earn the prescribed minimum hourly wage for the operation plus 25 per cent.

(3) No piece-work basis which is in operation at the date of this Agreement shall be altered to a time basis without the consent of the Council.

15. LICENSING OF LEARNERS

(1) No employer shall employ a learner upon splitting or shaving except under a licence issued by the Council or Executive Committee. The Council or Executive Committee shall satisfy itself that proper facilities exist for the training of such learner.

(2) Application for permission to employ a learner upon an operation referred to in subclause (1) shall be made by the employer to the Council on such form as may be prescribed by the Council.

(3) Each 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 wages payable to him, the name of the employer and the period during which the licence shall be valid.

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

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

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

(7) Geen leerling wat ooreenkomstig hierdie klousule in diens is, mag sonder die goedkeuring van die Raad ontslaan word of sy werknemer se diens verlaat nie.

(8) By voltooiing van sy leertyd moet die Raad 'n sertifikaat met dié strekking aan die betrokke leerling uitreik.

16. LOONREGISTERS

Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet te alle tye registers byhou in die vorm en op die wyse voorgeskryf in Aanhangsel L.R. 32 van die Regulasies ingevolge die Wet op Arbeidsverhoudinge, 1956, en die voorgeskrewe besonderhede moet onder afdelingshoofde verskyn.

17. OORSKOENE, KLERE EN GEREEDSKAP

(1) Werkgewers moet beskermende klere en toestelle soos vereis by regulasie 18 van die regulasies ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer by Goewermentskennisgewing 1227 van 4 September 1941, soos gewysig, kosteloos aan alle werknemers verskaf en moet voorskote, handskoene, kamaste en een paar waterdigte oorskoene of ander geskikte skoel wat minstens vier maande lank voldoende beskerming aan die voete sal verleen, aan werknemers verskaf wat in die kalksuur werk of nat werk doen, en moet sodanige uitrusting vervang wanneer dit in 'n verslete toestand terugbesorg word.

(2) Werkgewers moet geskikte maskers kosteloos verskaf aan werknemers wat spuitwerk verrig en met basmeulens werk.

(3) Die werkgever moet alle gereedskap kosteloos verskaf.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enigeen van hul werknemers wat 'n verteenwoordiger in die Raad, Uitvoerende Komitee of 'n distrikskomitee is, al die fasiliteite verleen om hul pligte in verband met die werk van sodanige liggame na te kom en hul werknemers wat as afgevaardigdes verkies is, toe te laat om die jaarlikse konferensie van die Leervakverenigings van Suid-Afrika by te woon.

19. ADMINISTRASIE VAN OOREENKOMS

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

20. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee kan, op aanbeveling van 'n distrikskomitee of uit eie beweging, enige persoon of persone om 'n afdoende rede vrystel van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad of Uitvoerende Komitee moet ten opsigte van elkeen aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad of Uitvoerende Komitee, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word;
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad of Uitvoerende Komitee moet—
- (a) alle sertifikate wat uitgereik is, agtereenvolgens nummer;
 - (b) 'n kopie behou van elke sertifikaat wat uitgereik is; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

21. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Niemand onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

22. AGENTE

Die Raad moet een of meer persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgever om sodanige persone toe te laat om sy bedryfsinrigting te betree en sodanige navrae te doen en sodanige dokumente, boeke, loonstate, betaalboekerte en betaalkaarte te ondersoek en sodanige individue te ondervra as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

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

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

16. WAGE REGISTERS

Every employer upon whom the provisions of this Agreement are binding shall at all times keep records in the form and manner prescribed in terms of Annexure L.R. 32 of the Regulations to the Labour Relations Act, 1956, and the prescribed particulars shall be reflected under departmental headings.

17. CLOGS, CLOTHING AND TOOLS

(1) Employers shall supply, free of charge, to all employees protective clothing and appliances as required by regulation 18 of the Regulations to the Factories, Machinery and Building Work Act, 1941, published under Government Notice 1227, dated 4 September 1941, as amended, and, in respect of employees employed in the lime yard and upon any wet work, aprons, gloves, leggings and one pair of watertight clogs or other suitable footwear of such type as to provide adequate protection to feet for at least four months, and shall replace such equipment on its being returned in a worn condition.

(2) Employers shall supply, free of charge, proper masks to employees employed on spraying and bark mills.

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Employers shall give to any of their employees who are representatives on the Council, Executive Committee or any District Committee, every facility to attend to their duties in connection with the work of such bodies and permit their employees who are elected delegates to attend the annual conference of Leather trade unions of South Africa.

19. ADMINISTRATION OF AGREEMENT

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

20. EXEMPTIONS

(1) The Council or 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 or persons for any good and sufficient reason.

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

(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;
 - (d) the period during which 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.

21. PERSONS UNDER 15 YEARS OF AGE

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

22. AGENTS

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

23. INDIENSNEEMING VAN VAKVERENIGINGLEDE

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

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

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

AANHANGSEL A

NASIONALE NYWERHEIDSRAAD VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

Sertifikaat No.

Seksie van die Nywerheid
Naam en adres van werkgewer

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

1. Familiernaam Fondsno.
2. Voornaam
Bantobewysnommer
3. Adres
4. Geboortedatum Geslag Ras
5. Werkzaamhede
6. Loon betaal op datum van diensverlating
Loongroep: (a) Siektebystandsfonds
(b) Voorsorgfonds
7. Datum van diensaanvaarding
8. Datum van diensverlating
9. Diens uit eie beweging verlaat: (Ja/Nee)
10. Datum van laaste verhoging ingevolge Ooreenkoms
11. Die nommer van dienssertifikaat deur die vorige werkgewer uitgereik (meld naam) was
12. Siektebystandsfonds:
(a) Getal bydraes tot op datum
(b) Bystand opgeloopt tot op datum uur
(c) Naam van Siektebystandsfondsdokter

Op hede die dag van 19.....
uitgereik te

Handtekening van werkgewer/Sekretaris

23. EMPLOYMENT OF MEMBERS OF TRADE UNIONS

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

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

(3) Upon being requested in writing by an employee 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.

ANNEXURE A

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

No. of Certificate

Section of the Industry
Name and address of employer

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

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

Issued at this day
of 19.....

Signature of employer/Secretary

[Vide clause 13 (4)]/[Kyk klousule 13 (4)]

Week ending/Week eindigende Name/Naam No

Total wages earned/Totale loon verdien..... R.....

Hierdie Ooreenkoms is namens die partye op hede die 16de dag van April 1982 onderteken.

J. P. HORN,
Sekretaris van die Raad

[Vide clause 13 (4)]/[Kyk klousule 13 (4)]

Week ending/Week eindigende Name/Naam No

Total wages earned/Totale loon verdien R.....

This Agreement signed, on behalf of the parties, this 16th day of April 1982.

J. P. HORN,
Secretary of the Council

No. R.1801]

[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.1800 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 as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA,
Minister van Mannekrag.

No. R.1801]

[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.1800 of 3 September 1982, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA,
Minister of Manpower.

INHOUD**Departement van Mannekrag****GOEWERMENSKENNISGEWINGS**

No.		BLADSY
R.1800	Wet op Arbeidsverhoudinge, 1956: Leernywerheid, Republiek van Suid-Afrika: Ooreenkoms vir die Looiseksie	1
R.1801	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Leernywerheid, Republiek van Suid-Afrika	19

CONTENTS**Department of Manpower****GOVERNMENT NOTICES**

No.		PAGE
R.1800	Labour Relations Act, 1956: Leather Industry, Republic of South Africa: Agreement for the Tanning Section	1
R.1801	Factories, Machinery and Building Work Act, 1941: Leather Industry, Republic of South Africa	19