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GOEWERMENTSKENNISGEWINGS.

No. R. 88.]

[15 Januarie 1965.

DEPARTEMENT VAN ARBEID.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, TRANSVAAL.

HOOFOOREENKOMS.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf 19 Januarie 1965 en vir die tydperk wat op 18 Januarie 1969 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (f), 24, 25 en 31 van Deel I en in klousule C (6) (e) van Deel IV, vanaf 19 Januarie 1965 en vir die tydperk wat op 18 Januarie 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgiving, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (f), 22, 24, 25 en 31 van Deel I en in Klousule C (6) (e) van Deel IV, vanaf 19 Januarie 1965 en vir die tydperk wat op 18 Januarie 1969 eindig, in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

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[15 January 1965]

[15 January 1965]

GOVERNMENT NOTICES.

No. R. 88.]

[15 January 1965]

DEPARTMENT OF LABOUR.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
TRANSVAAL.

MAIN AGREEMENT.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry shall be binding from the 19th January, 1965, and for the period ending the 18th January, 1969, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (f), 24, 25 and 31 of Part I and in clause C (6) (e) of Part IV, shall be binding from the 19th January, 1965, and for the period ending the 18th January, 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg and from the 19th January, 1965, and for the period ending the 18th January, 1969, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (f), 22, 24, 25 and 31 of Part I and in clause C (6) (e) of Part IV, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

1—1008

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID.—
TRANSVAAL.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die Transvaal Furniture and Upholstery Manufacturers' Association (hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die National Association of Furniture and Allied Workers of South Africa, en die

National Union of Furniture and Allied Workers of South Africa (hieronder die „werkneemers” of die „vakvereniging” of die „vakverenigings” genoem, aan die ander kant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal.

DEEL I.

Bepalings wat dwarsdeur die gebied wat deur die Ooreenkoms gedek word, op die Nywerheid van toepassing is tensy die teenoorgestelde gemeld word.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms word in die Provincie Transvaal en in die landdrosdistrikte Mafeking, Taung en Vryburg nagekom deur alle werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Meubelnywerheid en deur alle werkneemers wat lede van die vakverenigings is, wat in daardie Nywerheid werkzaam is.

(b) Ondanks die bepalings van subklousule (a) hiervan, is die bepalings van hierdie Ooreenkoms van toepassing—

- (i) slegs op werkneemers vir wie lone hierin voorgeskryf word en op die werkgewers van dié werkneemers;
- (ii) op vakleerlinge vir sover dit nie onbestaanbaar is met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met enige regulasie daarkragtens gemaak of kontrak ingevolge genoemde Wet aangegaan nie.

2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Hierdié Ooreenkoms tree in werking op 'n datum wat ooreenkomstig die bepalings van subartikel (1) van artikel *agt-en-veertig* van die Wet deur die Minister van Arbeid vasgestel word en bly van krag vir 'n tydperk van vier jaar (48 maande) of dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde beeldings blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel, en omgekeerd.

Tensy onbestaanbaar met die sinsverband, is onderstaande woordomskrywings van toepassing op Dele I, II, III tot en met IV van hierdie Ooreenkoms, en beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig; „vakleerling” 'n werkneemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees;

„oppasser” 'n werkneemer wat op die fabriekspersel woonagtig is en wat verantwoordelik is vir die uitvoering van een of meer van die volgende pligte:

- (a) Die oppas van die inhoud van die perseel;
- (b) die oppas en skoonmaak van die perseel;
- (c) toesighouing oor die skoonmaakpersoneel;

„los arbeider” 'n werkneemer wat vir hoogstens drie dae in 'n bepaalde week deur dieselfde werkewer in diens geneem word vir die op-en/of aflaai en/of wegpak van grondstowwe van enige soort;

„ondervoorman” 'n werkneemer wat op die gebruiklike wyse en gereeld, maar behoudens die instruksies van die bestuur, die werk van ander werkneemers in een of meer afdelings van 'n inrigting reël terwyl hy self besig is om hele stukke meubels en/of stofleerwerk of gedeeltes daarvan te produuseer en/of enige van die werkzaamhede te verrig wat in Dele II, III en IV van hierdie Ooreenkoms genoem word;

„Raad” die Nywerheidsraad vir die Meubelnywerheid, Transvaal, wat ingevolge die bepalings van artikel *negentien* van die Wet geregistreer is;

„versendingsklerk” 'n werkneemer wat verantwoordelik is vir die versending van goedere en wat enige ander werk wat daarmee in verband staan, mag verrig;

„inrigting” 'n perseel waar die Meubelnywerheid beoefen word;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, and entered into by and between the

Transvaal Furniture and Upholstery Manufacturers' Association (hereinafter referred to as the “employers” or the “employers' organisation”), of the one part and the

National Association of Furniture and Allied Workers of South Africa, and the

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the “employees” or the “trade union” or the “trade unions”), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal.

PART I.

Provisions applicable to the Industry throughout the area covered by the Agreement unless the contrary is stated.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Province of Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg by all employers who are members of the employers' organisation and are engaged in the Furniture Industry and by all employees who are members of the trade unions and are employed in that Industry.

(b) Notwithstanding the provisions of sub-clause (a) hereof, the terms of this Agreement shall—

- (i) apply only to employees for whom wages are prescribed therein, and to the employers of such employees;
- (ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any regulation made thereunder or contract entered into in terms of the said Act.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section *forty-eight* of the Act, and shall continue in force for a period of four years (forty-eight months) or such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females and *vice versa*.

Unless inconsistent with the context, the following definitions shall apply to Parts I, II, III and IV inclusive, in this Agreement:—

“Act” means the Industrial Conciliation Act, 1956, as amended;

“apprentice” means an employee serving under a written contract of Apprenticeship registered or deemed to be registered under the provisions of the Apprenticeship Act, 1944, as amended;

“caretaker” means an employee who is resident on the factory premises and who is responsible for any one or more of the following duties:—

- (a) Care of contents of the premises;
- (b) care and cleaning of the premises;
- (c) supervision of cleaning staff;

“casual labourer” means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

“chargehand” means an employee who customarily and regularly directs, subject to the instructions of the management, the work of other employees in one or more sections of an establishment whilst he himself is also engaged in the production of furniture and/or upholstery in whole or in part and/or in the performance of any of the operations mentioned in Parts II, III and IV of this Agreement;

“Council” means the Industrial Council for the Furniture Manufacturing Industry, Transvaal, registered in terms of section *ninteen* of the Act;

“despatch clerk” means an employee who is responsible for the despatching of goods and who may perform any other work connected therewith;

“establishment” means any premises where the Furniture Industry is carried on;

„ondervinding” die totale lengte van alle tydperke wat 'n werknemer in enige nywerheid werkzaam was in die beroep wat hy beoefen;

„Fonds” en/of „Sentrale Fonds” die Sentrale Vakansiefonds van Transvaalse Meubelwerkers wat ooreenkomsdig die bepalings van klousule 13 (iv) (d) (i) van Deel I hiervan in die lewe geroep is en deur die Raad geadministreer word;

„Meubelnywerheid” of „Nywerheid”—sonder om die gewone betekenis van die uitdrukking enigerwys te beperk—die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir die vervaardiging, of in hul geheel of gedeeltelk van meubels van alle tipes afgesien van die materiaal wat gebruik word, en dit omvat ook, onder andere, die volgende werkzaamhede:—

Herstel-, stoffeer-, herstoffer-, beits-, spruit- of poleeren/of herpoleerwerk, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of ramme vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met dit vervaardiging en/of herstel van meubels, poleer, en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëe of theaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die werkzaamhede wat uitgevoer word in 'n perseel waar houtmasjienwerk, houtdraaiwerk en/of houtsneewerk in verband met die vervaardiging van meubels verrig word, en voorfts ook die herstel, herstoffer of herpolering van meubels in of in verband met inrigtings waarin die vervaardiging van meubels van 'n werkzaamheid wat in verband staan met die finale voorbereiding van 'n meubelstuk vir verkoop, in sy geheel of gedeeltelk uitgevoer word, en die finering van deure wat van lamelblokbord of laaghout gemaak is en vir meubels gebruik word en alle stukke materiaal wat vir die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van ateljeerusbanke soos hieronder omskryf en van kussings vir sodanige ateljeerusbanke en die vervaardiging van artikels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels.

In „Ateljeerusbank” beteken, vir die toepassing van hierdie omskrywing, 'n meubelstuk wat so ontwerp is dat dit sitplek bied en omgeskakel kan word in 'n dubbeldel van twee of meer beddens en wat 'n raamwerk het wat hoofsaaklik van metaal gemaak is en waarvan die sit- en/of slaapoppervlaktes uit matrasse en/of kussings bestaan;

„voorman” en/of „toesighouer” 'n werknemer wat in 'n uitvoerende hoedanigheid in diens geneem is en wat onder andere—

- (a) as sy eerste plig, 'n inrigting of 'n afdeling of onderafdeling daarvan bestuur, en
- (b) op die gebruiklike wyse en gereeld die werk van ander werknemers reël, en
- (c) die bevoegdheid besit om werknemers in diens te neem of ontslaan of om wenke in verband daarmee of in verband met bevorderings of rangverdagings aan die hand te doen, en
- (d) op die gebruiklike wyse en gereeld die bevoegdheid uitoeft om na goedvind te handel, en
- (e) 'n loon, hetsoe per week of per maand, betaal word wat minsteens gelyk is aan die loon wat in hierdie Ooreenkoms voorgeskryf word vir die werknemer wat die hoogste besoldiging ontvang, en
- (f) ten volle betaal word, afgesien daarvan of hy die volle getal werkure wat in hierdie Ooreenkoms voorgeskryf word gewerk het of nie;

„uurloon” die werklike weekloon van die betrokke werknemer gedeel deur 44;

„ambaggesel” 'n werknemer wat, na voltooing van sy leer tyd as 'n vakleerling vir 'n tydperk van twaalf maande vanaf die datum waarop sy vakleerlingskapkontrak verstryk het, in die diens bly van die werkgever met wie hy die kontrak aangegaan het;

„jeugdige” 'n werknemer, uitgesonderd 'n vakleerling en 'n arbeider, wat jonger as 21 jaar is;

„arbeider” 'n werknemer wat slegs werk van dié klas doen waarvoor 'n insluitende loon van R8,50 per week in Deel II van hierdie Ooreenkoms voorgeskryf word;

„leerling” 'n werknemer, uitgesonderd 'n vakleerling, arbeider of leerlingverpakker, wat ten tyds van sy indiensneming 'n minderjarige is of was en wat in diens geneem is om enige klas werk te leen wat in sy leerlingsertifikaat gespesifieer word;

„leerlingverpakker” 'n verpakker wat minder as twee jaar onderwining het van die verpakking van meubels in die Meubelnywerheid en wat onder die toesig van 'n verpakker werk;

„militêre opleiding” die ononderbroke opleiding wat 'n werknemer ingevolge die bepalings van subartikel (1) van artikel een-en-twintig gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat nie opleiding nie wat hy mag verkies om ooreenkomsdig die bepalings van artikel drie-en-twintig van genoemde Wet te ondergaan, of enige ander opleiding of diens waarvoor hy hom vrywilling aanbied of wat hy verskies of te ondergaan;

“experience” means the total length of all periods of employment which an employee (in the occupation in which he is engaged) has had in any industry;

“Fund” and/or “Central Fund” means the Transvaal Furniture Workers Central Holiday Fund, established in terms of clause 13 (iv) (d) (i) of Part I hereof and administered by the Council;

“Furniture Industry” or “Industry” means—without in any way limiting the ordinary meaning of the expression—the industry in which employers and employees are associated for the manufacture either in whole or part of all types of furniture irrespective of the materials used, and shall include, *inter alia*, the following operations:—

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or re-polishing; making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or re-polishing of pianos or the manufacture and/or staining, spraying and polishing and/or re-polishing of tea-rooms, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture; but excludes the manufacture of studio couches, as defined hereinafter, and cushions for such studio couches; and the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads.

A “studio couch” for the purpose of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

“foreman” and/or “supervisor” means an employee who is employed in an executive capacity and who, *inter alia*—

- (a) manages an establishment or a department or subdivision thereof as his primary duty; and
- (b) customarily and regularly directs the work of other employees; and
- (c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and
- (d) customarily and regularly exercises discretionary powers; and
- (e) is paid a wage of not less than that prescribed for the highest paid employee in this Agreement whether weekly or monthly; and
- (f) is paid in full whether or not he completes the number of hours of work, prescribed in this Agreement;

“hourly rate” means the actual weekly wage of the employee concerned divided by 44;

“improver” shall mean an employee who, having completed his period of apprenticeship, remains in the service of the employer to whom he was contracted for a period of twelve months from the date his contract of apprenticeship expired;

“juvenile” means an employee under the age of 21 years, excluding apprentices and labourers;

“labourer” means an employee who only performs any class of work for which an inclusive wage of R8,50 per week is prescribed in Part II of this Agreement;

“learner” means an employee, other than an apprentice, labourer or learner packer who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his Learnership Certificate;

“learner packer” means a packer who has had less than two years’ experience of packing furniture in the Furniture Industry and who works under the supervision of a packer;

“military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

„verpakker” ‘n werknemer, uitgesonderd ‘n arbeider, wat goedere verpak, baal en krat vir vervoer of aflewing;
„stukwerk”, behoudens die bepaling van klosule 5 van hierdie Ooreenkoms, enige stelsel waarvolgens die betaling van lone uitsluitlik gegronde word op die hoeveelheid werk wat verrig of geproduceer is;
„besoldiging” enige geldbetaling wat gedoen is of verskuldig is aan ‘n persoon en wat op enigerlei wyse die gevolg is van sy indiensneming;

„korttyd” ‘n verminderde getal gewone werkure in ‘n inrigting as gevolg van ‘n handelslapte, ‘n tekort aan grondstowwe of ‘n algemene onklaarraking van uitrusting of masjinerie weens ‘n ongeluk of ‘n ander onvoorsien nootstoestand;

„pakhuisman” ‘n persoon wat werkzaam is in ‘n opbergplek of pakhuis en wat verantwoordelik is vir—

- (i) die ontvangs, opbergung, verpakking of uitpak van goedere in ‘n opbergplek of pakhuis; en/of
- (ii) die hou van ‘n register van inkomende en uitgaande voorrade; en/of

- (iii) die verrigting van ander klerklike werk wat in verband staan met die funksionering van ‘n opbergplek of pakhuis;

„toesighouer”—kyk „voorman”;

„tydopnemer” ‘n persoon wat verantwoordelik is vir ‘n tydopnemingsstoestel en/of tydopnemingsstelsel en/of wat die registers hou wat met hierdie soort werk in verband staan; „loon” daardie gedeelte van die besoldiging wat in geld aan ‘n werknemer ten opsigte van sy gewone werkure betaalbaar is, soos voorgeskryf in Dele II, III en IV van hierdie Ooreenkoms of, waar ‘n werkewer ten opsigte van sodanige gewone werkure gereeld ‘n hoër bedrag as die bedrag aldus voorgeskryf, aan ‘n werknemer betaal, sodanige hoër bedrag; „werkende eienaar” of „werkende vennoot” ‘n werkewer wat persoonlik betrokke is by die verrigting, in sy eie inrigting, van enige werk wat in Deel II van hierdie Ooreenkoms gespesifieer word.

4. STUKWERK.

Behoudens die bepaling van klosule 5 van hierdie Ooreenkoms, mag geen werkewer van enige vereis of hom toelaat om stukwerk te doen nie.

5. AANSPORINGSKEMA.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy ooreenkomsdig die bepaling van hierdie Ooreenkoms, uitgesonderd die bepaling van hierdie klosule, geregtig sou wees, mag ‘n werkewer die loon van ‘n werknemer baseer op die hoeveelheid werk wat verrig of geproduceer is; met dien verstande dat sodanige loonbetalingsstelsel alleenlik toelaatbaar is in die vorm van ‘n aansporingskema ten opsigte waarvan daaroor die bepaling ooreengekom is soos in subklosules (2) en (3) hieronder voorgeskryf.

(2) ‘n Werkewer wat ‘n aansporingskema wil invoer, moet ‘n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat, na oorlegpleging met die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, ooreen mag kom oor die bepaling van so ‘n skema.

(3) Die bepaling van so ‘n aansporingskema en alle latere wysigings daarvan waaroor die komitee mag ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee, en dit mag nie deur die komitee verander of deur enige van die partye beëindig word nie tensy die party wat die skema wil verander of beëindig, skriftelik aan die ander partye kennis gegee het vir ‘n tydperk waaronder die partye ooreen mag kom wanneer hulle so ‘n skema aangaan.

(4) ‘n Werknemer wat vir enige tydperk volgens ‘n aansporingsbonusskema in diens geneem is, moet die volle bedrag betaal word wat hy verdien het ooreenkomsdig die aansporingsbonusskale waaroor daar ooreengekom is soos in hierdie klosule bepaal.

(5) Die bepaling van hierdie klosule is nie op vakleerlinge van toepassing nie.

6. BUTTEWERK.

(1) Geen werkewer mag van enige van sy werknemers vereis of hom toelaat om werk in verband met die Meubelynwerheid elders as in sy inrigting te onderneem nie; behalwe wanneer sodanige werk verrig word ter voltooiing van ‘n bestelling wat by sodanige werkewer geplaas is en wat bestaan uit die aanbring, montering, herstelling of polering van meubels in persele wat die eiendom is van geokkuper word deur die persoon vir wie die werk onderneem word.

(2) ‘n Werknemer wat in die Meubelynwerheid werkzaam is, mag nie terwyl hy in diens van ‘n werkewer in sodanige Nywerheid is, werk in verband met die Meubelynwerheid op sy eie, vir verkoop, of namens ‘n ander persoon of firma vra, onderneem of bestellings daarvoer neem nie, hetsoe teen vergoeding of besoldiging al dan nie.

(3) Met uitsondering van die werk waarvoor daar in subklosules (1) en (4) van hierdie klosule voorsiening gemaak word, mag geen werkewer en/of werknemer werk in verband met die Meubelynwerheid in ‘n ander perseel as die perseel of werkamers geregistreer ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, of die werkamers geregister by die Raad en uitsluitlik gebruik vir die werk in die Meubelynwerheid, onderneem nie.

“packer” means an employee, other than a labourer, who is engaged in the packing, baling and crating of goods for transport or delivery;

“piece-work” means any system according to which payment of wages is based solely on quantity or output of work done, except as provided for in clause 5 of Part I of this Agreement;

“remuneration” means any payment in money made or owing to any person which arises in any manner whatsoever out of employment;

“short time” means a reduced number of ordinary working hours in an establishment due to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

“storeman” means a person who is employed in a store or warehouse and who is responsible for—

- (i) receiving, storing, packing or unpacking goods in a store or warehouse; and/or

- (ii) the keeping of a record of incoming and outgoing stock; and/or

- (iii) the performance of such other clerical work that appertains to the functioning of a store or warehouse;

“supervisor”—see “foreman”;

“timekeeper” means an employee who is in charge of any timekeeping device and/or timekeeping system and/or maintains such records as relate to this type of work;

“wage” means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as prescribed in Parts II, III and IV of this Agreement, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

“working proprietor” or “working partner” means an employer who is personally engaged in doing any of the work specified in Part II of this Agreement in his own establishment.

4. PIECE-WORK.

No employer shall require or allow any person to work piece-work except as provided for in clause 5 of this Agreement.

5. INCENTIVE SCHEME.

(1) Subject to the conditions that no employee may be paid less than the amount he would be entitled to in terms of this Agreement other than this clause, an employer may base an employee’s wage on the quantity or output of work done; provided that no such system of payment of wages shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (2) and (3) hereunder.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with the trade union parties to this Agreement whose members are involved, may agree upon the terms of any such scheme.

(3) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the scheme has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such a scheme.

(4) Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under incentive bonus rates agreed upon in terms of this clause.

(5) The provisions of this clause shall not apply to apprentices.

6. OUTWORK.

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Industry elsewhere than in his establishment except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.

(2) No employee engaged in the Furniture Industry shall solicit or take orders for, or undertake any work in connection with the Furniture Industry on his own account for sale or on behalf of any other person for reward or firm whether for remuneration or not, whilst in the employ of an employer in such Industry.

(3) No employer and/or employee shall undertake any work in connection with the Furniture Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, as amended, or workrooms registered with the Council and used solely for work in the Furniture Industry, except such work as is provided for in sub-clauses (1) and (4) of this clause.

(4) Geen werkewer mag werk in verband met die vervaardiging van meubels of in hul geheel of gedeelte uitbuite nie behalwe aan 'n inrigting wat aangeneem is as lid van die werkewersorganisasie wat 'n party is by hierdie Ooreenkoms of wat by die Nywerheidsraad geregistreer is [behoudens die bepallings van subklousule (3) hiervan], maar waar 'n inrigting nie so georganiseer is dat hy 'n bepaalde soort werk op sy eie perseel kan doen nie en die Nywerheid nie daardie soort diens aan fabrikante in die Nywerheid verskaf nie, is werkewers daar toe geregtig om sodanige werk uit te bëste.

7. WERKURE.

(1) Behoudens andersluidende bepallings in hierdie Ooreenkoms, mag geen werkewer van 'n werkemmer, uitgesonderd 'n motorvoertuigbestuurder of 'n los motorvoertuigbestuurder vereis of hom toelaat—

- (a) om (met uitsondering van etensyste) meer as 44 uur in 'n week te werk nie;
- (b) om (met uitsondering van etensyste) meer as 8 uur op een dag te werk nie; met dien verstande dat in enige fabriek waarin—
 - (i) die gewone werkure op een dag in elke week nie meer as vyf is nie, 'n werkemmer toegelaat of daar van hom vereis mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
 - (ii) die werkemmers gewoonlik nie op meer as vyf dae in die week werk nie, daar op enige werkdag van 'n werkemmer vereis mag word of hy op enige werkdag toegelaat mag word om vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of
- (c) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, 'n werktydperk wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees; of
- (d) om, as dit 'n vrou is—
 - (i) tussen sesuur nm. en sesuur vm. te werk nie;
 - (ii) ná eenuur nm. op meer as vyf dae in 'n week te werk nie.

(2) Ondanks die bepallings van paragrawe (a) en (b) van subklousule (1) van hierdie klousule en behoudens die bepallings van klousule 10, Deel I, van hierdie Ooreenkoms, mag 'n werkewer van 'n werkemmer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week van hoogstens—

- (a) tien uur; of
- (b) indien die toestemming van die Raad vooraf verkry is, 'n getal ure wat meer as tien mag wees, wat die Raad vastgestel het in 'n skriflike kennisgewing aan die werkewer, waarin die werkemmer of die klas werkemmer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaarde waarop dit geldig is gespesifieer word;

met dien verstande dat geen werkewer van 'n vroulike werkemmer mag vereis of haar mag toelaat om oortyd te werk—

- (a) vir meer as twee uur op 'n dag nie;
- (b) op meer as drie agtereenvolgende dae nie;
- (c) op meer as 60 dae in 'n jaar nie;
- (d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag nie, tensy hy—
 - (i) voor twaalfuur die middag kennis daarvan aan sodanige werkemmer gegee het; of
 - (ii) sodanige werkemmer voorsien het van 'n toereikende ete voordat sy met haar oortydwerk moet begin; of
 - (iii) aan sodanige werkemmer 'n toelae van 15c so vroegtydig betaal het dat sy 'n ete kan verkry voordat sy met die oortydwerk moet begin.

(3) Benewens enige tydperk waarin 'n werkemmer werlik aan die werk is, word hy geag aan die werk te wees—

- (a) gedurende die hele pouse in sy werk as hy nie vry is om die perseel van sy werkewer vir die hele pouse te verlaat nie; of
- (b) gedurende enige tydperk waarin hy op die perseel van sy werkewer is;

met dien verstande dat, as daar bewys word dat so 'n werkemmer nie aan die werk was nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk bedoel in paragraaf (b), die veronderstelling waarvoor daar in hierdie subklousule voorseenig gemaak word, nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werkemmer van toepassing is nie.

(4) Elke werkewer moet in sy inrigting en op 'n plek wat maklik toeganglik vir sy werkemmers is, 'n kennisgewing in die vorm voorgeskrif in Aanhangsel C van hierdie deel van die Ooreenkoms, vertoon waarin die begin- en die sluitingstyd vir die werk van elke dag van die week, die etensuur en die teepouses in die voor- en die namiddag gespesifieer word.

8. KORTTYD.

(1) Wanneer 'n werkewer weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie wat deur 'n ongeluk of 'n ander onvoorsiene noodtoe-

(4) No employer shall give out work in connection with the manufacture of furniture, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation to this Agreement, or which is registered with the Industrial Council [but subject to the provisions of sub-clause (3) hereof] except that where an establishment is not organised for doing a particular type of work on its own premises and the Industry does not provide that type of service to manufacturers engaged in the Industry, employers shall be entitled to give out such work.

7. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than a driver or casual driver of a motor vehicle—

- (a) to work for more than 44 hours, excluding meal times in any one week;
- (b) to work for more than eight hours, excluding meal times, on any one day; provided that in any factory in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hour; or
 - (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this paragraph a period of work interrupted by an interval of less than one hour shall be deemed to be continuous; or
 - (d) who is a female, to work—
 - (i) between six o'clock p.m. and six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in any week.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) of this clause and subject to the provisions of clause 10, Part I of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (a) ten hours; or
 - (b) with the prior permission of the Council, a number of hours in excess of ten, fixed by the Council by notice in writing to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;
- provided that no employer shall require or permit a female employee to work overtime—
- (a) for more than two hours on any day;
 - (b) on more than three consecutive days;
 - (c) on more than sixty days in any year;
 - (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of 15 cents if sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) An employee shall be deemed to be working in addition to any period during which he is actually working—

- (a) during the whole of any interval in his work if he is no free to leave the premises of his employer for the whole of such interval; or
- (b) during any other period which he is on the premises of his employer;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraph (b), the presumption provided for in this sub-clause shall not apply in respect of such employee with reference to that portion of such period.

(4) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form prescribed in Appendix C to this part of the Agreement specifying the starting and finishing time of work for each day of the week, the meal hour, and the forenoon and afternoon tea-breaks.

8. SHORT TIME.

(1) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unabl-

stand veroorsaak is, nie in staat is om sy werknemers vir die getal gewone werkure wat daar gewoonlik per week in sy inrigting gwerk word, in diens te hou nie, moet die werkgever behoudens die bepalings van hierdie klousule, sy werknemers korttyd laat werk gedurende, maar nie langer nie as, die tydperk van sodanige handelslakte, tekort aan grondstowwe of algemene onklaarraking van uitrusting of masjiere.

(2) Wanneer daar korttyd gwerk word, moet die beskikbare werk verdeel word onder die werknemers wat in enige sekseis geraak word, en as dit nodig gevind word om werknemers af te dank, moet die werknemers wat die laagste lone verdien die eerste afgedank word; met dien verstande dat geen werknemer weens korttyd afgedank mag word nie totdat die korttydwerkure daal tot minder as 35 per week oor 'n aaneenlopende tydperk van vier weke.

(3) 'n Werknemer wat hom op enige dag op die gewone begin-tyd van die inrigting vir diens aanmeld en vir wie daar geen werk is nie, moet ten opsigte van so 'n dag 'n bedrag van minstens vier uur se loon betaal word, tensy sy werkgever hom vooraf in kennis gestel het dat sy dienste nie op die betrokke dag nodig is nie.

9. BETALING VAN BESOLDIGING

(1) Besoldiging moet weekliks in kontant betaal word tussen 4.30 a.m. en 5.45 a.m. op die betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Die betaaldag van elke inrigting is Vrydag elke week, behalwe wanneer Vrydag 'n dag is waarop daar nie gwerk word nie, en in so 'n geval is die betaaldag die laaste werkdag voor so 'n Vrydag.

(2) Enige besoldiging wat ingevolge die bepalings van hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet aan hom oorhandig word in 'n verseëlle koevert of houer waarop (of wat vergesel gaan van 'n staat waarop) die werkgever se naam, die werknemer se naam of nommer en beroep, die getal gewone ure, oortydure of addisionele oortydure gwerk, die besoldiging wat verskuldig is, die tydperk ten opsigte waarvan die betaling gedoen word en besonderhede van alle aftrekings aangetoon word, en sodanige koevert of houer waarop hierdie besonderheid voorkom of sodanige staat word die eiendom van die werknemer.

(3) Die werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

(4) Geen aftrekking van die besoldiging van 'n werknemer vir die beskadiging van materiaal of 'n aftrekking van enige aard met uitsondering van die hieronder genoem, mag geraak word nie:—

- (a) Wanneer 'n werknemer van sy werk afwesig is, 'n aftrekking eweredig aan die tydperk van sy afwesigheid;
- (b) Die aftrekking van enige bedrag wat 'n werkgever ingevolge of kragtens 'n wetteregtelike bepaling of bevel van 'n bevoegde hof moet maak of toegelaat word om te maak;
- (c) Aftrekings gemeld in klousule 17 van Deel I van hierdie Ooreenkoms;
- (d) Met die skriflike toestemming van die werknemer, aftrekings vir versekerings- of pensioenfondse.
- (e) Behoudens die bepalings van klousule 8 van Deel I, 'n aftrekking eweredig aan die hoeveelheid korttyd gwerk.
- (f) Aftrekings van bydraes tot die fondse van die vakverenigings ooreenkomsdig klousule 31 van die Ooreenkoms.

10. OORTYD

(1) Alle tyd wat daar meer gwerk word as die weeklikse of die daaglikske ure soos in klousule 7 (1) van hierdie deel van die Ooreenkoms voorgeskryf of wat gwerk word buite die gewone werkure soos bepaal in die kennisseling wat ingevolge klousule 7 (4) van hierdie deel van die Ooreenkoms vertoon moet word, word geag oortyd te wees, en behoudens die bepalings van sub-klousule (b) (ii) (d) van hierdie klousule en behoudens die bepalings van subklousule (2), moet 'n werknemer soos volg betaal word vir elke uur of deel van 'n uur aldus gwerk:—

- (a) Vir alle tyd gwerk na die gewone sluitingstyd en tot om 10 a.m. op enige dag van Maandag tot Vrydag of tot om 6 a.m. op Saterdag, een en een derde (1½) maal die uurloon van die betrokke werknemer.
- (b) (i) Vir alle tyd gwerk tussen 10 a.m. en die gewone begin-tyd van Maandag tot Vrydag of na 6 a.m. op Saterdag maar uitgesonderd tyd gwerk op Sondag, een en 'n half (1½) maal die uurloon van die betrokke werknemer. Vir alle tyd gwerk op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag, benewens die dag se loon wat ten opsigte van elkeen van hierdie dae verskuldig is, een en 'n half (1½) maal die uurloon van die betrokke werknemer.
- (ii) (a) Vir tyd op 'n Sondag gwerk—wanneer sodanige tyd hoogstens vier (4) uur is—minstens een en 'n half maal die besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.
- (b) Vir alle tyd wat daar langer as vier (4) uur op 'n Sondag gwerk word, minstens dubbel sy gewone uurloon ten opsigte van dié totale tydperk op sodanige Sondag gwerk of minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer shall, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

(2) When short time is worked, the work available shall be distributed amongst the employees affected in any "section", and should it be found necessary to dismiss any employees the employees to be dismissed first shall be those earning the lowest wages; provided that no employee shall be dismissed by reason of short time until the hours of work on short time fall below 35 per week over a continuous period of four weeks.

(3) An employee who on any day reports for duty at the usual starting time of the establishment, and for whom no work is available, shall be paid in respect of such day an amount not less than four hours' wages, unless he was notified by his employer previously that his services would not be required on the day in question.

9. PAYMENT OF REMUNERATION

(1) Remuneration shall be paid in cash weekly between 4.30 p.m. and 5.45 p.m. on the pay-day or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

(2) Any remuneration due to an employee in terms of this Agreement shall be handed to him in a sealed envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing the employer's name, the employee's name or number and occupation, the number of ordinary hours, overtime hours, or additional overtime hours worked, the remuneration due and the period in respect of which the payment is made, details of any deductions made, and such envelope, or container on which these particulars are reflected or such statement shall become the property of the employee.

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

(4) No charge for damage done to material or deduction of any description, other than the following, shall be made from the remuneration of an employee:—

- (a) When an employee is absent from work, a *pro rata* amount for the period of such absence;
- (b) a deduction of any amount which an employer by any statutory law or order of any competent court is required or permitted to make;
- (c) deductions referred to in clause 17 of Part I of this Agreement;
- (d) with the written consent of the employee, deductions for insurance or pension funds;
- (e) subject to the provisions of clause 8 of Part I, a deduction proportionate to the amount of short time worked;
- (f) deductions of contributions to the funds of the trade unions in terms of clause 31 of the Agreement.

10. OVERTIME

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) of this part of the Agreement or outside the ordinary working hours specified in the notice which is required to be displayed in terms of clause 7 (4) of this part of the Agreement shall be regarded as overtime and an employee shall, save as is provided for in sub-clause (b) (ii) (d) of this clause and subject to the provisions of sub-clause (2) be paid as follows for each hour or part of an hour so worked:—

- (a) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a third times (1½) the hourly rate of the employee concerned;
- (b) (i) for any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, but excluding any time worked on Sundays, at one and a half (1½) times the hourly rate of the employee concerned. For any time worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day, in addition to the day's pay in respect of each of these days at one and a half (1½) times the hourly rate of the employee concerned;
- (ii) (a) for any time worked on a Sunday not exceeding four (4) hours, at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week-day;
- (b) for any time worked on a Sunday exceeding four (4) hours, remuneration at a rate not less than double his ordinary hourly 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;

- (c) Vir alle ure wat daar Janger gewerk word as die daaglikske ure soos voorgeskryf in subklousule 7 (1) van hierdie deel van die Ooreenkoms en ten opsigte waarvan daar geen oortydbesoldiging kragtens paragrafe (a) en (b) van hierdie klousule betaalbaar is nie, een en een derde (1½) maal die uurloon.
- (d) Vir alle tyd wat ingewerk word, by ooreenkoms tussen 'n werkgever en sy werknemer, in plaas van gewone werktyd wat verlore sal gaan weens die sluiting van 'n fabriek alleen op enige van ondergenoemde dae bedoel in paragrafe (i), (ii) en (iii) van hierdie subklousule, teen die gewone loonskale van die betrokke werknemers; met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op die onderskeie dae:
- (i) Die Vrydag ná Hemelvaartdag;
 - (ii) die eerste twee dae van die Joodse Nuwejaar;
 - (iii) die Joodse Dag van Versoening.

(2) Waar oortydbesoldiging wat op 'n daaglikske grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat die gunstigste vir die betrokke werknemers is, aangeneem word.

(3) Ondanks die bepalings van subklousule (1) van hierdie klousule—

- (a) mag 'n inrigting nie meer as 10 uur per week oortyd werk nie tensy die betrokke werkgever vooraf toestemming van die Raad verky het op die manier voorgeskryf in subklousule 7 (2) (b) van hierdie deel van die Ooreenkoms;
- (b) mag 'n inrigting vir 10 uur of minder per week oortyd werk mits die betrokke werkgever die sekretaris van die Raad skriftelik en binne sewe dae nadat sodanige oortyd werk verrig is, van die feit in kennis stel.

11. WERKNEMERS WAT HOËR LONE ONTVANG AS DIÉ VOORGESKRYF.

'n Werknemer wat ingesluit is in een van die klasse genoem in Dele II, III en IV van hierdie Ooreenkoms en wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as die minimum vir sodanige klas moet, solank hy in die diens van dieselfde werkgever bly en in dieselfde klas werk verrig, 'n loon ontvang wat nie laer is nie as die loon wat hy op sodanige datum ontvang het, behoudens die voorwaarde dat die Raad magtiging mag verleen vir 'n verlaging van sodanige hoër loon tot die peil wat in hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas.

12. LEWENSKOSTETOELAE.

(1) (a) Bo en behalwe enige ander besoldiging wat kragtens hierdie Ooreenkoms betaalbaar is, moet werknemers 'n lewenskostetoelae betaal word van minstens die bedrag wat aan hulle betaalbaar is op 18 Januarie 1965 en vir elke stygging van 1 punt na die vyfde punt in die amptelike verbruikersprysindeksyfers gepubliseer deur die Buro vir Statistiek vanaf Julie 1964, moet werknemers ook 'n bykomende 1% (een persent) lewenskostetoelae betaal word bereken op die lone vir sodanige werknemers voorgeskryf: met dien verstande dat die verhogings gestaak word nadat genoemde verbruikersprysindeksyfer 10 punte gestyg het.

(b) Vir elke daling van 1 punt in die amptelike verbruikersprysindeksyfers wat in subklousule (a) hiervan bepaal word, kan die bykomende lewenskostetoelae verminder word met 1% (een persent) bereken op die lone wat vir die betrokke werknemers voorgeskryf word.

(c) Enige aanpassing aan die lewenskostetoelae wat 'n werkgever verplig of toegelaat word om kragtens hierdie klousule te doen, moet elke 3 maande vanaf 19 Januarie 1965, gedoen word.

(d) Indien die amptelike verbruikersprysindeksyfer, gedurende die looptyd van hierdie Ooreenkoms, verder styg as die maksimum wat in subklousule (a) hiervan voorgeskryf word in 'n mate wat deur die Raad geag word regverdig te wees vir 'n herroeweging van die lewenskostetoelae wat in hierdie klousule bepaal word, het die partye by die Raad die reg om te onderhandel vir 'n verandering van die lewenskostetoelae en om die Minister te versoek om die publikasie goed te keur van 'n wysigingsooreenkoms wat sulke veranderinge vir die oorblywende looptyd van die Ooreenkoms behels.

13. VAKANSIEDAE.

(i) Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle betaling. Elke werknemer moet, behoudens die bepalings van subklousule (ii) hieronder, en ondanks die feit dat Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag kan val, vir elkeen van hierdie vakansiedae betaal word teen agt en vier-vyfde maal sy uurloon, afgesien daarvan of die inrigting waarin hy werkzaam is, vyf of ses dae per week werk.

(ii) Ingeval die dienste van 'n werknemer sewe dae of minder as sewe dae voor die aanvang van enige van die vakansiedae met volle betaling soos genoem in subklousule (1) hiervan, deur die werkgever beëindig word, is die werknemer nogtans geregtig op betaling by so 'n diensbeëindiging, vir beide Goeie Vrydag en Paasmaandag, of Geloftedag, of Kersdag of Nuwejaarsdag.

(ii) (bis) Ondanks andersluidende bepalings in die Ooreenkoms, is Hemelvaartdag, 'n vakansiedag met betaling, ingevolge die bepalings van artikel twintig van die Wet op Fabrieke, Masjinerie en Bouwerk, No. 22 van 1941, soos gewysig.

(c) for all hours worked in excess of the daily hours laid down in sub-clause 7 (1) of this part of the Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause at one and a third (1½) times the hourly rate;

(d) for any time worked in, by agreement between an employer and his employees, in lieu of normal working time which will be lost due to the closure of a factory only on any of the following days mentioned in paragraphs (i), (ii) and (iii) of this sub-clause, at the ordinary rates of the employees concerned; provided that the time shall be worked in during the two weeks prior to such closure on the respective days;

- (i) the Friday after Ascension Day;
- (ii) the first two days of the Jewish New Year;
- (iii) the Jewish Day of Atonement.

(2) Where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.

(3) Notwithstanding the provisions of sub-clause (1) of this clause—

(a) no overtime in excess of 10 hours per week may be worked by an establishment unless the employer concerned has obtained the prior permission of the Council in the manner prescribed in sub-clause 7 (2) (b) of this part of the Agreement;

(b) overtime of 10 hours or less per week may be worked by an establishment provided the employer concerned advises the Secretary of the Council in writing, of the fact within 7 days of such overtime being worked.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who is included in one of the classes mentioned in Parts II, III and IV of this Agreement and who at the date of commencement of this Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, subject to the condition that the Council may authorise a reduction of such higher wage in the level prescribed in this Agreement for an employee of his class.

12. COST OF LIVING ALLOWANCE.

(1) (a) In addition to any other remuneration payable in terms of this Agreement, employees shall be paid a cost of living allowance of not less than the amount payable to them as at the 18th January, 1965, and for every one point rise after the fifth point in the official consumer price index figures published by the Bureau of Statistics as from July 1964, employees shall also be paid an additional 1% (one per cent) cost of living allowance calculated on the wages prescribed for such employees. Provided that the increase cease after the said consumer price index figure has risen ten points.

(b) For every one point decrease in the official consumer price index figures provided for in sub-clause (a) hereof, the additional cost of living allowance may be decreased by 1% (one per cent) calculated on the wages prescribed for the employees concerned.

(c) Any adjustment to the cost of living allowance that an employer is required or permitted to make in terms of this clause shall be made every three months as from the 19th January, 1965.

(d) Should the official consumer price index figure, during the currency of this Agreement, increase beyond the maximum prescribed in sub-clause (a) hereof to an extent considered by the Council to justify a reconsideration of the cost of living allowance provided for in this clause, the parties to the Council shall be entitled to negotiate a variation of the cost of living allowance and to request the Minister to approve of the publication of an amending Agreement incorporating such variations for the remainder of the currency of this Agreement.

13. HOLIDAYS.

(i) Good Friday, Easter Monday, Day of the Covenant, Christmas Day, and New Year's Day shall be paid holidays. Every employee shall, subject to the provisions of sub-clause (ii) hereunder, receive payment for each of these holidays, notwithstanding that the Day of the Covenant, Christmas Day or New Year's Day may fall on a Saturday, at the rate of eight and four-fifths times his hourly rate irrespective of whether the establishment in which he was employed is working a five- or six-day week.

(ii) In the event of the services of an employee being terminated by the employer seven days or less prior to the commencement of any of the paid holidays mentioned in sub-clause (i) hereof, the employee shall nevertheless be entitled to payment upon such termination of service for both Good Friday and Easter Monday or Day of the Covenant, or Christmas Day or New Year's Day.

(ii) (bis) Notwithstanding anything to the contrary contained in this Agreement, Ascension Day shall be a paid public holiday in terms of the provisions of section twenty of the Factories, Machinery and Building Works Act, Act No. 22 of 1941, as amended.

(iii) Alle inrigtings moet soos volg sluit:—

- (a) Vanaf 24 Desember 1965, tot en met 16 Januarie 1966.
- (b) Vanaf 24 Desember 1966, tot en met 15 Januarie 1967.
- (c) Vanaf 23 Desember 1967, tot en met 14 Januarie 1968.
- (d) Vanaf 21 Desember 1968, tot en met 12 Januarie 1969,

en gedurende hierdie „geslote” tydperke mag geen werk van watter aard ook al onderneem word nie.

(iv) (a) (i) Elke werkewer moet op die tyd en die manier voor- geskryf in paragraaf 5 van Aanhangesel A, ten opsigte van elke week na die eerste betaaldag in November elke jaar tot die eerste betaaldag in November van die volgende jaar aan elke werknemer 'n bedrag betaal wat gelyk is aan 7 persent (sewe persent) van die besoldiging wat die werknemer gedurende daardie tydperk verdien het. Vir die toepassing van dié klosule, word besoldiging soos volg bereken:—

- (a) Die totale werklike besoldiging verdien vir alle tyd gewerk (d.w.s. gewone en oortydure gewerk en met inbegrip van besoldiging vir vakansiedae met betaling); plus
- (b) die totale bedrag aan besoldiging wat 'n werknemer sou verdien het gedurende 'n tyd waarin daar van hom vereis is om, weens korftyd nie te werk nie; plus
- (c) die totale bedrag aan besoldiging wat 'n werknemer sou verdien het gedurende enige tydperk van afwesigheid weens siekte;

met dien verstande dat die vakansiebonus van 7 persent nie vir 'n tydperk van siekte wat langer as 30 dae in 'n bepaalde jaar duur, betaal moet word nie en ook nie betaal moet word nie vir so 'n tydperk van afwesigheid weens siekte ten opsigte waarvan die werkewer 'n geneeskundige sertifikaat vereis het wat die werknemer versuim het om te toon.

(a) (ii) As 'n vakleerling gedurende die eerste jaar van sy vakleerlingskap 'n vakansiebonus soos genoem in subklosule (iv) (a) (i) ontvang wat minder is as die besoldiging wat hy sou verdien het as die fabriek nie gesluit was nie, en hy gedurende genoemde verlofydperk die gewone werkure gewerk het, moet sy werkewer hom 'n bedrag betaal wat gelyk is aan die verskil tussen sy genoemde vakansiebonus en die bedrag wat hy sou verdien het onder die omstandighede soos voornoem.

(b) Die bedrae wat ingevolge paragraaf (a) (i) en (ii) hiervan betaalbaar is, moet benewens besoldiging wat ingevolge die Ooreenkoms aan 'n werknemer betaalbaar is, deur die werkewer betaal word, en mag nie van die besoldiging van die werknemer afgetrek word nie.

(c) Behoudens die voorwaarde vervat in Aanhangesel A van dié deel van die Ooreenkoms, moet elke werkewer 'n waarborg deur 'n geregistreerde bank en/of versekeringsmaatskappy en/of ander finansiële inrigting wat vir die Raad bevredigend is, aan die Raad gee vir die totale bedrag wat ingevolge paragraaf (a) (i) en (a) (ii) hiervan betaalbaar is.

(d) (i) Elke werkewer wat vir 'n aaneenlopende tydperk van 30 dae versuim om te voldoen aan die bepalings van subklosule (iv) (c) hiervan en/of een of meer van die bepalings vervat in Aanhangesel A, moet alle bedrae wat ingevolge paragraaf (a) (i) hiervan betaalbaar is, voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan sulke bedrae betaalbaar is, aan die sekretaris van die Raad betaal vir deponeering in 'n sentrale fonds wat hierby ingestel word en bekend staan as die Sentrale Vakansiefonds van Transvaalse Meubelmakers, en wanneer die werkewer dié bedrag betaal, moet hy 'n staat verstrekk in die vorm soos voorgeskryf in Aanhangesel B van dié deel van die Ooreenkoms. Die Fonds word geadministree deur die Raad en alle onkoste wat in verband met die administrasie van die Fonds aangegaan word, moet teen die Raad gedepteer word.

(d) (ii) Alle geld wat in die Fonds gestort word, moet gedeponeer word op 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds geskied deur middel van tjeeks getrek op die Fonds se rekening, en sulke tjeeks moet geteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie bedrae ooreenkomsdig die bepalings van paragraaf (d) (i) hiervan en paragrafe (3) en (6) van Aanhangesel A in die Sentrale Fonds gestort word, en ook van die bedrag wat ten opsigte van hom in die Sentrale Fonds gestort word.

(d) (iii) Die Sentrale Fonds moet gebruik word om op onderstaande grondslag en gedurende ondergenoemde tydperke 'n vakansiebonus onder die betrokke werknemers te verdeel:

Tussen 7 en 20 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ingevolge paragraaf (d) (i) hiervan en/of paragrafe (3) en (6) van Aanhangesel A ten opsigte van hom in die Fonds gestort is gedurende dié jaar eindigende op die eerste betaaldag in November.

(d) (iv) Die Raad mag van die geld wat aan die Sentrale Fonds behoort, van tyd tot tyd belê mits dié geld belê word ooreenkomsdig die bepalings van artikel een-en-twintig (3) van die Wet en die rente op sulke beleggings van die algemene fondse van die Raad toe as teenprestasie vir die Raad se administrasie van die Fonds.

(iii) All establishments shall close as follows:—

- (a) From the 24th December, 1965, to the 16th January, 1966 (both dates included);
- (b) from the 24th December, 1966, to the 15th January, 1967 (both dates included);
- (c) from the 23rd December, 1967, to the 14th January, 1968 (both dates included);
- (d) from the 21st December, 1968, to the 12th January, 1969 (both dates included)

and during such closed periods no work of any nature shall be undertaken.

(iv) (a) (i) Every employer shall pay to every employee, at the time and in the manner specified in paragraph 5 of Appendix A, in respect of each week after the first pay-day in November of each year to the first pay-day in November of the following year, a sum equal to 7 per cent (seven per cent) of the remuneration earned by the employee during that period. For the purposes of this clause, remuneration shall be calculated as follows:—

(a) The total actual remuneration earned for all time worked (i.e. ordinary and overtime hours worked and including remuneration for paid public holidays); plus

(b) the total amount of any remuneration an employee would have earned during any time he was required not to work due to short time, plus

(c) the total amount of any remuneration an employee would have earned during any time he was absent on account of illness;

provided that the 7 per cent holiday bonus need not be paid for any period of illness in excess of 30 days in any one year, and further need not be paid for any such period of absence due to illness in respect of which the employer demanded a medical certificate, but which the employee failed to produce.

(a) (ii) If an apprentice, during his apprenticeship, shall receive a holiday bonus referred to in sub-clause (iv) (a) (i) which is less than the remuneration which he would have earned if the factory had not been closed and he had worked ordinary hours of work during the said leave period, his employer shall pay him an amount equal to the difference between his said holiday bonus and the amount which he would have earned in the conditions aforesaid.

(b) Amounts payable in terms of paragraphs (a) (i) and (ii) hereof shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement, and shall not be deducted from the remuneration of such employee.

(c) Each employer shall furnish to the Council, a guarantee by a registered banker and/or insurance company and/or other financial institution satisfactory to the Council for the total amount payable in terms of paragraphs (a) (i) and (a) (ii) hereof, subject to the terms and conditions contained in Appendix A to this Part of the Agreement.

(d) (i) Each employer who fails to comply with the provisions of sub-clause (iv) (c) hereof and/or any or more of the provisions contained in Appendix A, for any continuous period of 30 days shall pay all amounts payable in terms of paragraph (a) (i) hereof not later than the 10th day of each month following that in respect of which they are due to the Secretary of the Council for deposit in a central fund hereby established and styled The Transvaal Furniture Workers' Central Holiday Fund, and when making such payment the employer shall furnish a statement in the form prescribed in Appendix B to this Part of the Agreement. The fund shall be administered by the Council and all expenses incurred in connection with the administration of the fund shall form a charge upon the Council.

(d) (ii) All moneys paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund. All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised by the Council. The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (d) (i) hereof, and paragraphs (3) and (6) of Appendix A to the Central Fund, and the amount paid to the Central Fund in respect of him.

(d) (iii) The Central Fund shall be utilised for the purpose of distribution to the employees concerned, of a holiday bonus on the following basis and operating over the following periods:—

Between the 7th and 20th December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Fund in terms of paragraph (d) (i) hereof and/or paragraphs (3) and (6) of Appendix A in respect of him during the year ending on the first pay-day occurring in November.

(d) (iv) The Council may invest any of the moneys belonging to the Central Fund from time to time provided that such investment shall be made in accordance with the provisions of section twenty-one (3) of the Act, and any interest accruing from such investment shall accrue to the General Funds of the Council in consideration of the Council's administration of the Fund.

(d) (v) Vakansiebonusse wat vir tydperk van twee jaar vanaf die datum waarop hulle betaalbaar geword het, onopgeëis bly, val die fondse van die Raad toe; met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die fondse van die Raad, van alle vakansiebonusse wat opgeëis word na 'n verdere tydperk van drie jaar vanaf die datum waarop hulle aldus die fondse van die Raad toegeval het.

Indien die Raad gedurende enigeen van die tydperke hierin genoem, onbind word val dié geld, ondanks andersluidende bepalings van dié subklousule, die Raad se algemene fondse toe na verloop van drie maande vanaf die datum van sodanige ontbinding.

(e) As die boedel van 'n werkewer gesekwestreer of 'n maatskappy, wat 'n werkewer is, gelikwiede word, en geld deur dié werkewer ingevolge subklousule (d) (i) hiervan aan die Raad verskuldig is, ten opsigte van die dienstyd van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, behoudens die bepalings van die Insolvensiewet, geregtig, by sodanige sekwestrasie of likwidasie, op verlofbesoldiging vir hoogstens $1\frac{1}{2}$ dag ten opsigte van elke maand van sodanige dienstydperk van hoogstens 12 maande, asof sodanige geld besoldiging vir die toepassing van die Wet was. Die Raad kan sodanige geld namens enige werknemer vir betaling aan hom opeis.

(v) Die bepalings van dié klousule is nie op los arbeiders van toepassing nie.

(vi) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad bepaal moet word, moet die rekenings van die Fonds minstens een maal elke jaar ouditeer en voor of op 31 Januarie elke jaar 'n staat opstel wat die volgende toon:—

(a) Alle geld ontvang—

- (i) ooreenkomsdig die bepalings van subklousule (iv) (d) (i) hiervan en die bepalings van paragrawe (3) en (6) van Aanhengsel A;
- (ii) uit enige ander bron; en
- (b) uitgawes aangegaan onder alle hoofde gedurende die 12-maande geëindig die vorige 31 Desember, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon.

Juiste afskrifte van die geouditeerde staat en balansstaat, medeonderteken deur die voorzitter van die Raad en van die ouditeursverslag daaroor moet daarna in die kantoor van die Raad ter insae lê. Die Raad moet gewaarmakte afskrifte van die staat, balansstaat en ouditeursverslag so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregister stuur.

(vii) Ingeval hierdie Ooreenkoms verstryk weens die verloop van tyd of gestaak word weens 'n ander oorsaak, moet die Fonds, behoudens die bepalings van subklousule (iv) (d) (v) hiervan, nog deur die Raad geadministreer word totdat die Raad dat gelikwiede of oorgedra het aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is, of totdat dit in 'n daaropvolgende ooreenkoms voortgesit word.

(viii) Ingeval die Raad onbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, kan die Registrateur 'n komitee wat uit werkewers en werknemers in die Nywerheid bestaan op grondslag van gelyke verteenwoordiging vir albei aangestel en die administrasie van die Fonds moet dan deur die komitee voortgesit word. 'n Vakature wat in die komitee ontstaan deur die Registrateur gevul word uit die gelede van die werkewers of werknemers, na gelang van die geval, ten einde 'n gelyke getal werkewers- en werknemerverteenwoordigers in die komitee te verseker. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte te vervul of voor 'n dooiepunt is staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratoren aanstel om die pligte van die komitee uit te voer, en dié kurator of kuratoren het vir dié doel al die bevoegdhede van die komitee. By die verstryking van hierdie Ooreenkoms moet die Fonds deur die komitee wat ingevolge dié subklousule funksioneer of deur die kurator of kuratoren na gelang van die geval, gelikwiede word op die manier voorgeskryf in subklousule (ix) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwiede en sy bates verdeel is, moet die saldo van die Fonds ooreenkomsdig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(ix) By die likwidasie van die Fonds ingevolge die bepalings van subklousule (vii) van hierdie klousule, moet die geld wat nog in die kredit van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is in die algemene Fondse van die Raad gestort word.

14. VERSKAFFING VAN GEREEDSKAP.

Werksbanke, klampe, handskroewe, lympotte en alle kwaste word deur die werkewer verskaf.

(d) (v) Holiday bonuses, which remain unclaimed for a period of two years from the date on which they became payable, shall accrue to the Funds of the Council; provided that the Council shall be liable for payment from Council Funds of any holiday bonuses claimed during a further period of three years after such accrual to the Council's Funds.

Should the Council be dissolved within any of either of the periods mentioned herein, and notwithstanding anything to the contrary contained in this sub-clause, such moneys shall accrue to the General Funds of the Council three months after the date of such dissolution.

(e) Should the estate of an employer be sequestrated, or a Company, which is an employer, be placed in liquidation and any money due by such employer to the Council in terms of sub-clause (d) (i) hereof in respect of any period of employment of any employee, the employee in respect of whom the money is due shall, subject to the provisions of the Insolvency Act, be entitled, on such sequestration or liquidation, to claim leave pay not exceeding $1\frac{1}{2}$ day's wages for each month of such period of employment not exceeding 12 months, as if such money constituted remuneration for the purposes of the said Act. The Council may claim such money on behalf of any employee for payment to him.

(v) The provisions of this clause shall not apply to casual labourers.

(vi) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Fund at least once annually and, not later than the 31st January in each year, prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause (iv) (d) (i) hereof and, in terms of the provisions of paragraphs (3) and (6) of Appendix A;
- (ii) from any other sources and;

- (b) expenditure incurred under all headings during the twelve months ended the 31st December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Industrial Registrar.

(vii) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created or continued in a subsequent Agreement; but subject to the provisions of sub-clause (iv) (d) (v) hereof.

(viii) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a Committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees for the case may be, in the manner set forth in sub-clause (ix) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the General Funds of the Council.

(ix) Upon liquidation of the Fund in terms of sub-clause (vii) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be paid into the General Funds of the Council.

14. PROVISION OF TOOLS.

Work benches, cramps, handscrews, gluepots and all brushes shall be provided by the employer.

Die werkewer moet die gereedskap van die meubelmakers insy, diens op sy koste verseker teen verlies of vernietiging deur brand. In die verband is elke meubelmaker verplig om, wanneer dit van hom vereis word, 'n inventaris te verstrek van die gereedskap in sy besit en moet hy voorts die inligting verstrek wat die versekeraaars van tyd tot tyd ten opsigte van genoemde gereedskap kan vereis.

15. VRYSTELLINGS.

(1) Die Raad kan om 'n afdoende rede vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaarde waarop vrystelling verleen word en die tydperk waarin dié vrystelling van krag is, bepaal; met dien verstande dat die Raad as hy dit dienstig ag en nadat daar een week vooraf skriftelik kenis aan die betrokke persoon gegee is, 'n vrystellinglisensie kan intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleent is, verstryk het of nie.

(3) Die sekretaris van die Raad moet aan elkeen aan wie vrystelling verleent is, 'n lisensie uitreik wat deur die voorsitter en die sekretaris van die Raad onderteken is en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
 - (c) die voorwaarde soos bepaal ooreenkomsdig subklousule (2) van dié klousule, waarop vrystelling verleent word;
 - (d) die tydperk waaroor die vrystelling van krag sal wees; en
 - (e) die rede waarom die vrystelling verleent word.
- (4) Die sekretaris van die Raad moet—
- (a) alle lisensies wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie behou van elke lisensie wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleent word, 'n kopie van die lisensie aan die betrokke werkgewer stuur en 'n ander kopie aan die afdelingsinspekteur van die Departement van Arbeid in wie se inspektoraat die inrigting geleë is.

(5) Die Raad moet die betrokke werkgewer en die betrokke werknemer minstens een week voor die verstryking van die vrystelling in kennis stel van die datum waarop die vrystellingsertifikat wat uitgereik is, sal verstryk, en as genoemde werknemer daarna in die diens van dieselfde werkgewer bly en geen verdere aansoek om vrystelling gedoen word nie, is die bepalings van die Ooreenkoms van toepassing.

(6) Die Raad moet ten opsigte van 'n werknemer wat in die hoedanigheid van 'n voorman of 'n toesighouer in diens geneem word, vrystelling van klousule 25 (1) van Deel I van die Ooreenkoms aan werkgewers verleent by ontvangs van beide partye, van 'n skriftelike aansoek met daardie strekking.

16. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van enige vorige ooreenkoms vir die Nywerheid, moet die Raad voortgaan om alle leerlingskapsertifikat of enige daarvan, wat ingevolge sulke vorige ooreenkoms uitgereik is, te administreer totdat die sertifikate weens verloop van tyd verstryk het of andersins deur die Raad ingetrek is.

17. ONKOSTE VAN DIE RAAD.

Ten einde die onkoste van die Raad te bestry, moet elke werkgewer 6c per week aftrek van die loon van elkeen van sy werknemers (uitgesonder leerlinge, vak leerlinge en los arbeiders) vir wie 'n loon van R12.60 of meer per week voorgeskryf word en 2c per week van die loon van elkeen van sy werknemers (uitgesonder leerlinge en vak leerlinge) vir wie 'n loon van minder as R12.60 per week voorgeskryf word, met dien verstande dat geen bedrag afgetrek mag word in gevval waar die totale weeklike verdienste hoogstens R3.60 beloop.

By die bedrag aldus afgetrek moet die werkgewer 'n bedrag voeg wat daarmee gelykstaan en die totale bedrag maand na maand, en wel voor of op die tiende dag van elke maand, aan die sekretaris van die Raad stuur en hom terselfdertyd voorsien van sy loonregister of 'n uitreksel daarvan wat die name van die werknemers en die tydperke deur elkeen gewerk ten opsigte van die aangestuurde bedrag moet meld.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer moet, as hy dit nie alreeds ingevolge 'n corige ooreenkoms gedoen het nie, binne een maand vanaf die datum waarop dié Ooreenkoms in werking tree, en elke werknemer wat tot die Nywerheid toetree na daardie datum, moet binne een maand vanaf die datum waarop hy met sy werkzaamhede begin, aan die sekretaris van die Raad die volgende besonderhede stuur wat skriftelik en deur die werkgewer onderteken moet wees:—

- (a) Volle naam (waar die onderneming 'n maatskappy of 'n vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrek word);
- (b) Die adres waar die sakeonderneming gedryf word en die woonadresse van die persone gemeld in subklousule (1) (a) van dié klousule;
- (c) Die ambag of ambagte wat hy in die Nywerheid beoefen;
- (d) Die name van sy werknemers en die beroep waarvoor hulle in diens geneem is.

(2) Waar die werkgewer 'n vennootskap is, moet die inligting wat in subklousule (1) van dié klousule vereis word, in verband met elkeen van die vennote verstrek word, en ook die naam waaronder die vennootskap sake doen, moet gemeld word.

The employer shall at his expense, insure against loss or destruction by fire, the tools of the cabinetmakers in his employ. In this connection each cabinetmaker shall be obliged to submit when required, an inventory of the tools in his possession, and shall further submit such information as may be required from time to time by the insurers in respect of the said tools.

15. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of the Agreement for any goods and sufficient reason.

(2) The Council 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 may, if it deems fit, after on week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(3) The secretary of the Council shall issue to every person granted exemption a licence signed by the chairman and secretary of the Council, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption shall operate; and
- (d) the period for which the exemption shall operate; and
- (e) the reason for the exemption being granted.

(4) The secretary of the Council 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; and a further copy to the Divisional Inspector of the Department of Labour, in whose inspectorate the establishment is situated.

(5) The Council shall, at least one week prior to the expiry of the exemption, notify the employer and the employee concerned of the date of the expiry of the exemption certificate granted, whereafter if the said employee remains in the employ of the same employer and no further application for exemption has been submitted, the provisions of the Agreement shall apply.

(6) The Council shall grant exemption from clause 25 (1) of Part I of the Agreement to employers in respect of any employee engaged in the capacity of a Foreman and/or Supervisor upon receipt of a written application to that effect by both parties.

16. EXISTING CERTIFICATES.

Notwithstanding the expiry of any previous Agreement for the Industry, the Council shall continue to administer all or any learnership certificates issued under such previous Agreements until such certificates shall expire by the effluxion of time or have otherwise been cancelled or withdrawn by the Council.

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 6c per week from the wages of each of his employees (other than learners, apprentices and casual labourers) for whom a wage of R12.60 per week or more is prescribed and 2c per week from the wages of each of his employees (other than learners and apprentices) for whom a wage of less than R12.60 per week is prescribed, provided that no deduction shall be made in cases where the total weekly earnings do not exceed R3.60.

To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 10th day of each month, the total sum to the secretary of the Council, submitting at the time of payment his wage register or an extract therefrom showing the name of employees and period worked by each in respect of the amount forwarded.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer shall within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous Agreement, and every employer entering the Industry after that date shall within one month of commencement of operation by him forward to the secretary of the Council the following particulars, which shall be in writing and signed by the employer:—

- (a) Full name (where the business is a Company or Partnership, the full name of the responsible Manager and/or Partners to be furnished).
- (b) Address where the business is carried on and the residential addresses of the persons referred to in sub-clause (1) (a) of this clause.
- (c) Trade or trades carried on by him in the Industry.
- (d) Names of his employees and occupation in which they are employed.

(2) Where the employer is a partnership, information in accordance with sub-clause (1) of this clause regarding each of the partners as well as the title under which the partnership operates shall be furnished.

(3) Elke werkgever moet die Raad skriftelik in kennis stel van 'n verandering ten opsigte van alle besonderhede wat ingevolge subklousule (1) van hierdie klousule verstrek is en daar moet binne 14 dae vanaf so 'n verandering aldus kennis gegee word,

(4) Daarbenewens moet elke werkgever hom ooreenkomsdig die bepalings van artikel *neg-en-vyftig* van die Wet by die Afdelingsinspekteur van Arbeid laat regstreer.

19. WERKENDE EIENAARS EN VENNOTE.

Alle werkende eienaars en/of vennote moet die erkende ure wat vir werknemers in dié Ooreenkoms voorgeskryf word, nakom.

20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS.

(i) Elke werkgever moet 'n leesbare kopie van die Ooreenkoms in albei ampelike tale in 'n opvallende plek waar sy werknemers maklik toegang daartoe het, in sy inrigting oppak en opgeplak hou.

(ii) Daarbenewens moet die werkgever alle ander kennisgewings ooreenkomsdig die bepalings van artikel *agt-en-vyftig* van die Wet vertoon.

21. DIE BYHOU VAN REGISTERS.

Die tyd- en loopregisters wat ingevolge artikel *sewe-en-vyftig* van die Wet gehou moet word, moet in 'n leesbare skrif en met ink bygehou word.

22. VERTEENWOORDIGERS IN DIE RAAD EN VAKVERENIGINGS-KOMITEES VAN 'N NASIONALE AARD IN DIE NYWERHEID.

Elke werkgever moet aan alle werknemers van hom wat verteenwoordigers in die Raad of in komitees van die meubelvakverenigings van 'n nasionale aard is, alle redelike fasilitete verleen om hul pligte na te kom in verband met vergaderings wat deur hierdie liggeme gehou word.

23. UITVOERING VAN OOREENKOMS.

Die Raad is die liggaaam wat verantwoordelik is vir die uitvoering van die Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek en beslissings gee wat nie met die bepalings daarvan onbestaanbaar is nie.

24. AGENTE.

(1) Die Raad moet een of meer gespesifiseerde persone as agente aanset om behulpzaam te wees met die uitvoering van die bepalings van die Ooreenkoms.

Die agente het die reg om—

- (a) elke persele of plekke waar die Meubelnywerheid beoefen word, te enigerty te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarin werkzaam is;
- (b) elke werknemer wat hy in of op die persele of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goedvind, mondelings te ondervra in verband met sake wat op die Ooreenkoms betrekking het en om van so 'n werknemer te vereis om te antwoord op die vrag wat gestel word;
- (c) te vereis dat enige kennisgewing, boek, lys of dokument wat ingevolge die Ooreenkoms gehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak.
- (d) te vereis dat alle betaalstate of boeke waarin daar boek gehou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging by die Ooreenkoms vastgestel word, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Wanneer die agent so 'n plek betree, inspekteer of ondersoek, mag hy 'n tolk met hom saamneem.

(3) Iedereen vir wie die bepalings van die Ooreenkoms bindend is, moet al die fasilitete hierbo genoem, aan die agent verleen.

(4) Alle klagtes wat die partye tot die Raad rig vir ondersoek deur agente, moet deur tussenkom van die sekretaris van die Raad skriftelik ingedien word.

25. INDIENSNEMING VAN VAKVERENIGINGARBEID.

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie tensy die werknemer lid is van enigeen van die vakverenigings, en geen lid van enigeen van die vakverenigings mag vir 'n werkgever wat nie lid van die werkgewersorganisasie is, werk nie; met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer wat nie vir lidmaatskap van die vakverenigings geskik is nie, in diens mag neem, en voorts met dien verstande dat, afgesien van die regte van 'n gegriefde persoon soos bepaal in artikel *een-en-vyftig* (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkgever of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is.

(2) Vir die toepassing van dié klousule beteken „lidmaatskap“ lidmaatskap ooreenkomsdig die bepalings van die konstitusie van die vakverenigings of werkgewersorganisasie.

(3) Bewys van lidmaatskap van die vakverenigings of werkgewersorganisasie is die vertoning van 'n kaart en/of sertifikaat wat onderteken is deur die sekretaris van die betrokke organisasie.

Beide die vakverenigings en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, geskrap en geskors is. By ontvangs van dié lys moet die sekretaris van die Raad die lid of lede van die betrokke organisasie mededeel dat sy kaart en/of sertifikaat van lidmaatskap nie meer vir die doel van die klousule geldig is nie.

(3) Written notification shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of sub-clause (1) of this clause and such notification shall be given within 14 days of such alteration.

(4) Every employer shall in addition register with the Divisional Inspector of Labour in compliance with the provisions of section fifty-nine of the Act.

19. WORKING PROPRIETORS AND PARTNERS.

All working proprietors and/or partners shall observe the recognised hours prescribed for employees in this Agreement.

20. EXHIBITION OF AGREEMENT AND NOTICES.

(i) Every employer shall affix and keep affixed in his establishment a legible copy of this Agreement, in both official languages and in a conspicuous place where it is readily accessible to his employees.

(ii) In addition the employer shall exhibit all other notices in compliance with the provisions of section fifty-eight of the Act.

21. KEEPING OF RECORDS.

The time and wage records which are required to be kept in terms of section fifty-seven of the Act shall be kept written in a legible manner in ink.

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL AND COMMITTEES OF A NATIONAL CHARACTER IN THE INDUSTRY.

Every employer shall grant to any of his employees who are representatives on the Council, or on Committees of Furniture Trade Unions of a national character, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

23. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expression of opinion and rulings not inconsistent with the provision thereof for the guidance of employers and employees.

24. AGENTS.

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee who he finds in or about the premises or place and require such employees to answer the questions put;
- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect and copy the same;
- (d) require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remuneration paid to an employee whose wages are determined by this Agreement.

(2) The agent, when entering, inspecting or examining any such place may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

(4) All complaints by parties to the Council for investigation by agents, shall be lodged through the Secretary of the Council in writing.

25. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No member of the employers' organisation shall employ an employee unless such employee is a member of the Trade Unions and no member of the Trade Unions shall work for an employer who is not a member of the Employers' Organisation; provided that a member of the Employers' Organisation may employ any employee who is not eligible for membership of the Trade Unions; provided further that apart from the rights of the aggrieved person in terms of section fifty-one (10) of the Act, this clause shall not apply where an employer or an employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause.

(2) For the purpose of this clause "membership" shall mean membership in terms of the Constitution of the Trade Unions or Employers' Organisation.

(3) Proof of membership of the Trade Unions, or Employers' Organisation shall be the production of a card and/or certificate signed by the Secretary of the organisations concerned.

Both Trade Unions and Employers' Organisation shall supply the Council with a list of all resignations, expulsions and suspension of members from their respective organisations. Upon receipt of such lists the Secretary of the Council shall advise the member or members of the organisation concerned that his card and/or Certificate of Membership is no longer valid for the purpose of this clause.

(4) Die bepalings van dié klosule is nie ten opsigte van 'n immigrant gedurende die eerste jaar vanaf die datum waarop hy die Unie van Suid-Afrika binnegekom het, van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om, op uitnodiging van die betrokke vakverenigings, lid daarvan te word, die bepalings van die klosule onmiddellik in werking tree.

(5) Wanneer meer as een werknemer wat lede van die vakvereniging is, bedank uit die diens van 'n werkewer wat 'n party is by die Ooreenkoms en die werkewer skriftelik aan die Raad rapporteer dat, na sy mening, die redes vir die bedankings nie uitsluitlik iets van 'n persoonlike aard vir die werknemers is nie, moet die vakverenigings poog om bevredigende plaasvervangende arbeid te verskaf, en as die vakverenigings of die Departement van Arbeid nie in staat is om bevredigende plaasvervangende arbeid deur middel van persone wat lede van die vakverenigings is, te verskaf nie, is klosule 25 (1) nie van toepassing nie op sy indiensneming van werknemers, om die werknemers wat aldus bedank het te vervang; met dien verstande dat genoemde werkewer binne een week vanaf die datum waarop hy 'n nie-lid van enige van die vakverenigings ooreenkomsdig dié bepalings in diens geneem het, die naam en adres van die werknemers aan die Raad moet verstrek.

(6) Besoldigde beampies van die vakverenigings moet eers die toestemming van die werkewers verkry, voordat hulle vakverenigingsbedrywighede in die inrigtings van sodanige werkewers aanpak.

26. ABSENTEEISM.

Behoudens die bepalings van klosule 7 van dié deel van die Ooreenkoms mag geen werknemer gedurende die tye waarop die inrigting oop is, sonder dié uitdruklike toestemming van sy werkewer van sy werk wegblie nie, behalwe weens siekte en/of beserings of weens oorsake buite die beheer van die werknemer. 'n Werknemer wat versuim om hom vir werk aan te meld, moet sy werkewer binne 24 uur op die vinnigste manier moontlik daarvan in kennis stel.

27. LONE.

Behoudens die bepalings van klosules 9, 10, 13, 16, 17 en 31 van dié deel van die Ooreenkoms, mag geen lone wat laer is as dié voorgeskryf in Dele II, III en IV van die Ooreenkoms, deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie.

28. VERBOD OP DIE INDIENSNEMING VAN ENIGE ONDER DIE LEEFTYD VAN SESTIEN JAAR.

Niemand onder die leeftyd van 16 jaar mag in die Nywerheid in diens geneem word nie.

29. LEERLINGE.

(1) Geen werkewer mag 'n werknemer as 'n leerling in diens neem nie tensy die werknemer in besit is van 'n sertifikaat wat deur die Raad uitgereik is en waarby magtiging verleen word vir sy indiensneming as sodanig.

(2) Aansoek om toestemming om as 'n leerling te werk, moet aan die Raad gering word op die voorgeskrewe vorm en moet vergesel gaan van 'n gebortesertifikaat of ander aanneemlike dokumentêre ouderdomsbewys.

(3) Die sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitrek waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkewer en die tydperk waarin die toestemming van krag sal wees, gemeld word; met dien verstande dat die Raad, as hy dit dienstig ag en as die bepalings van subklosule (7) van dié klosule nie meer van toepassing is nie en nadat daar een week vooraf skriftelik kennis aan die werkewer en die werknemer gesê is, enige sertifikaat wat ooreenkomsdig die bepalings van dié klosule uitgereik is kan intrek afgesien daarvan of die tydperk waarvoor toestemming verleen is verstryk het of nie.

(4) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomsdig die bepalings van subklosule (3) van dié klosule uitgereik is, moet aan die werkewer verstrek word, wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

(5) Ten einde die minimum loon wat aan 'n leerling betaalbaar is, vas te stel, kan vorige ondervinding van soortgelyke werk in enige nywerheid na goedgevind van die Raad in aanmerking geneem word, en die loon moet gespesifieer word in die sertifikaat wat die Raad ooreenkomsdig die bepalings van subklosule (1) uitrek.

(6) (i) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as drie maande vir dieselfde werkzaamheid gebruik word nie sonder dat die Raad vooraf goedkeuring daartoe verleen het.

(ii) Die werkzaamhede ten opsigte waarvan leerlingskappe in naaiers- of naaierswerk toegestaan is,

slipsteekwerk, die naai en/of aanmekarwerk van oortreksels, klappe, kussings, koerde, gordynvalle of gordyne, maar met uitsondering van die sny van oortreksels.

(7) (i) Die Raad kan op aansoek magtiging verleen vir die indiensneming van leerlinge in naaiers- of naaierswerk in 'n getalsverhouding van een leerling tot elke drie gekwalificeerde werknemers wat as naaiers of naaiers in diens is.

(4) The provision of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the Trade Unions concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(5) Whenever more than one employee, being members of the Trade Unions resign from the service of an employer who is a party to the Agreement and the employer reports in writing to the Council that in his opinion the reasons for the resignations are not solely of a character personal to the employees, the Trade Unions shall endeavour to provide satisfactory substitute labour and if it or the Department of Labour is unable to supply satisfactory substitute labour by way of persons who are members of the Trade Unions, clause 25 (1) shall not apply in regard to his engagement of employees to replace such employees who have so resigned, provided that within one week of engaging any non-member of any of the Trade Unions in terms hereof the said employer shall notify the name and address of such employee to the Council.

(6) Paid officials of the Trade Unions shall require the prior permission of employers before engaging on any Trade Union activities in the establishment of such employers.

26. ABSENTEEISM.

Subject to the provisions of clause 7 of this part of the Agreement no employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall within 24 hours of his failure to report for work cause his employer to be notified thereof in the most expeditious manner available.

27. WAGES.

Subject to the provisions of clauses 9, 10, 13, 16, 17 and 31 of this part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Parts II, III and IV of this Agreement.

28. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS.

No person under the age of 16 years shall be employed in the Industry.

29. LEARNERS.

(1) No employer shall employ any employee as a learner unless such employee is in possession of a certificate issued by the Council authorising his employment as such.

(2) Application for permission to work as a learner shall be made to the Council in the prescribed form and shall be accompanied by a birth certificate or other acceptable documentary proof of age.

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer and the period during which the permission shall be effective; provided that the Council may, if it deems fit and if the provisions of sub-clause (7) of this clause no longer apply, after one week's notice, in writing, has been given to the employer and the employee withdraw any certificate issued in terms of this sub-clause, whether or not the period for which permission was granted has expired.

(4) A duplicate copy of every certificate issued in terms of sub-clause (3) of this clause shall be furnished to the employer who shall return it to the Council when it is no longer operative.

(5) For the purpose of ascertaining the minimum wage payable to a learner, any previous experience in similar work in any industry may in the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of sub-clause (1).

(6) (i) A learner shall not be employed on the same operation for more than three months during the period of his learnership without the prior approval of the Council.

(ii) The operations in respect of which learnerships in seamsters' or seamstresses' work shall be granted are

slip-stitching, sewing and or joining covers, flies, cushions, cords, pelmets, or curtains, but shall exclude the cutting of covers.

(7) (i) The Council may on application authorise the employment of learners in seamsters' or seamstresses' work, in a ratio, of one learner to each of three qualified employees engaged as seamsters or seamstresses.

(ii) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasilitete verskaf word nie, of wanneer hy 'n ander grondige rede het, enige sertifikaat wat ooreenkomsdig dié klousule uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleen is verstryk het of nie.

(iii) Die bepalings van subklousule (7) (1) is nie van toepassing op inrigtings wat nie vir 'n aaneenlopende tydperk van twaalf maande bestaan het nie, of ten opsigte waarvan die Raad grond het om te vermoed dat dit nie toereikende fasilitete vir die opleiding van leerlinge het nie.

(8) Die leertyd vir naaiers-/naaiesterswerk is twee jaar.

(9) As 'n leerling werktyd gedurende die tydperk van sy leerlingskap verloor, word daar van hom vereis om die totaal van die verlore werktyd aan die einde van sy tydperk van vakleerlingskap in te haal; met dien verstande dat daar nie van hom vereis mag word om verlore werktyd wat deur siekte en/of 'n ongeluk en/of 'n oorsaak buite sy beheer en/of militêre opleiding meegebring is en wat nie meer as altesaam 24 werkdae beloop, in te haal nie.

30. PAUSES IN DIE VOORMIDDAG EN DIE NAMIDDAG.

Daar moet elke dag aan elke werknemer 'n pause van tien minute beide in die voormiddag en in die namiddag toegestaan word wat as tyd gerekon moet word.

31. LEDEGELD VIR VAKVERENIGINGS.

Elke werkgever moet van die lone van alle werknemers van hom wat lede van die vakverenigings is, die bydraes af trek wat aan dié vakverenigings betaalbaar is ooreenkomsdig die konstitusie van die betrokke vakverenigings. Die bedrae aldus afgetrek moet voor of op die tweede dag van die maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is, aan die Raad gestuur word. Die vakverenigings of -verenigings moet elke werkgever voorsien van 'n lys met die name van lede van die vakverenigings wat by die werkgever in diens is en wat die bydraes meld wat deur elke lid verskuldig is. Die vakvereniging of -verenigings moet die werkgever maandeliks in kennis stel van alle bedankings skorsings en nuwe lede wat aangesluit het. 'n Kopie van alle lyste en kennisgewings moet elke maand by die sekretaris van die Raad ingedien word.

Vir die toepassing van dié klousule is die weeklike bedrae wat van die loon van die werknemers wat lede van 'n vakvereniging is, afgetrek moet word, soos volg:

Lede wie se verdienste gedurende die week nie meer as R8 beloop nie: 20c.

Lede wie se verdienste gedurende die week meer as R8 beloop: 35c.

32. WERKNEMERS BETROKKE IN MEER AS EEN WERKSAMHEID.

'n Werknemer wat gedurende 'n bepaalde dag werk moet doen waaroor 'n ander loon voorgeskryf word, moet vir al die ure op dié dag gerekon, die hoër of hoogste loon wat vir dié werk voorgeskryf is, ontvang.

33. LOONKORTING.

(1) Geen werknemer mag terwyl hy in die diens van 'n werkgever is, 'n geskenk, bonus, lening, waarborg, of terugbetaling, hetsy in kontant of in *natura*, wat in werkelikhed neerkom op 'n korting van die loon wat ooreenkomsdig die bepalings van die Ooreenkoms aan die werknemer betaal moet word, aan die werknemer gee nie en die werkgever mag dit nie van die werknemer ontvang nie.

(2) Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, mag daar van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkgever of op 'n plek deur sy werkgever aangewys, te losseer of in te woon of om van sy werkgever goedere te koop of om eiendom te huur nie.

34. DIENSBEEINDIGING.

(a) Die werkgever of die werknemer moet een nur vooraf kennis gee van die beeindiging van 'n dienskontrak; met dien verstande dat die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beeindig nie hierdeur geraak word nie.

(b) Ondanks die bepalings van subklousule (a) van dié klousule mag 'n werkgever en 'n werknemer skriftelik ooreenkomen om vir 'n langer tydperk as een uur kennis te gee, en versuim om aan so 'n reëling te voldoen, is 'n verbreking van die klousule.

(c) 'n Werkgever of 'n werknemer kan 'n dienskontrak sonder kennisgewing beeindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir dié langer tydperk waaroer die werkgever en sy werknemer ooreenkomsdig subklousule (b) van hierdie klousule ooreengekom het, aan die werknemer te betaal of aan die werkgever te verbeur, na gelang van die geval.

(d) Die kennisgewing gemeld in subklousules (a) en (b) hiervan, mag nie met jaarlikse verlof, militêre opleiding of met 'n tydperk van afwesigheid weens siekte van hoogstens ses weke in 'n bepaalde jaar, saamval nie.

(i) The Council shall have the right, when it is satisfied that proper facilities for training are not provided, or for any other good and sufficient reason, to withdraw any certificate issued in terms of this clause whether or not the period for which permission was granted has expired.

(ii) The provision of sub-clause (7) (i) shall not apply to establishments which have not been in existence for a consecutive period of twelve months or which the Council has reason to believe have inadequate facilities for training any learners.

(8) The period of learnership in seamsters'/seamstresses' work shall be two years.

(9) If a learner loses working time during his learnership period he shall be required to work in the aggregate of such lost working time at the end of his learnership period; provided that he shall not be required to work in any lost working time which was occasioned by sickness and/or accident and/or any cause beyond his control not exceeding in the aggregate 24 working days, and/or military training.

30. FORENOON AND AFTERNOON BREAKS.

Every employee shall be given a break of ten minutes both in the forenoon and afternoon each day, which shall be reckoned as time worked.

31. SUBSCRIPTIONS TO TRADE UNIONS.

Each employer shall deduct from the wages of those of his employees who are members of the trade unions, the contributions payable to such trade unions in terms of the constitution of the trade unions concerned. Such deductions must be forwarded to the Council not later than the twelfth day of the month following that in respect of which the deductions were made. The trade union or unions will be required to furnish each employer with a list of members of the trade unions employed by the employer, showing the contributions due by each member. The trade union or unions shall advise the employer monthly of all resignations, suspensions and additions. A copy of all lists and advices to be lodged with the Secretary of the Council each month.

For the purpose of this clause the following are the weekly deductions to be made from those employees who are members of any of the trade unions:

Members whose earnings during the week do not exceed R8, an amount of 20c.

Members whose earnings during the week exceed R8, an amount of 35c.

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION.

An employee who is employed during any one day on work for which different wage rates are prescribed, shall be paid for all the hours worked on such day at the higher or highest wages prescribed for such work.

33. ABATEMENT OF WAGES.

(1) No employee shall, while in the employ of an employer give to, and no such employer shall receive from such employee any gift, bonus, loan, guarantee or refund either in cash or in kind which will in effect amount to an abatement of the wages which must in terms of this Agreement be paid to such employee.

(2) Subject to the provisions of the Natives (Urban Areas) Consolidation Act, 1945, as amended, no employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

34. TERMINATION OF EMPLOYMENT.

(a) One hour's notice shall be given by the employer or employee to terminate a contract of service, provided this shall not affect the right of an employer or employee to terminate a contract of service without any notice for any cause recognised by law as sufficient.

(b) Notwithstanding the provisions of sub-clause (a) of this clause, an employer and employee may agree in writing to provide for a longer period of notice than one hour, and failure to comply with such arrangement shall be a contravention of this clause.

(c) An employer or employee may terminate a contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice, an amount equal to not less than wages for one hour or for such longer period as agreed upon by the employer and his employee, in terms of sub-clause (b) of this clause.

(d) The notice referred to in sub-clauses (a) and (b) hereof shall not run concurrently with any period of annual leave, military training or to the extent of six weeks' absence due to illness in any one year.

35. VERBODE INDIENSNEMING.

Behoudens die bepalings van artikel *drie-en-tig* van die Wet, en ondanks andersluitende bepalings in die Ooreenkoms, word geen bepaling wat die aanwerwing of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, geag nie. Die werkewer te onthef van die betaling van die besoldiging en die makom van die voorwaardes wat hy sou moet betaal of nagekom het as sodanige aanwerwing of indiensneming nie verbode was nie.

36. GRONDSLAG VAN BETALING.

Ondanks andersluitende bepalings in die Ooreenkoms, moet daar vir alle werk wat gedoen is, betaal word teen minstens die loonskaal voorgeskryf vir die werksaamheid of werksaamhede wat verrig is, en mag die betaling nie op die tegniese bedrevenheid of die kwalifikasies van die betrokke werknemer gegrond word nie.

37. UURLOON.

Vir alle werk deur werknemers verrig, moet daar 'n uurloon betaal word. Die uurloon word bepaal deur die werklike weekloon te deel deur 44.

38. ULTRA VIRES.

Indien 'n bepaling van die Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, word die ander bepalings van die Ooreenkoms geag die Ooreenkoms uit te maak en bly dit van krag vir die onverstrekke termyn van hierdie Ooreenkoms.

AANHANGSEL A.

VOORWAARDES WAT INGEVOLGE DIE BEPALINGS VAN KLOUSULE 13 (IV) (C) VAN DEEL I VAN DIE OOREENKOMS OP DIE VAKANSIEFONDSBONUS VAN TOEPASSING IS.

(1) Die feit dat 'n werkewer 'n waarborg aan die Raad gegee het, dat die werkewer hoegenaamd nie vry nie van sy aanspreeklikheid teenoor sy werknemers ingevolge die bepalings van klosule 13 van Deel I van die Ooreenkoms vir 'n volle jaar dek, en dié waarborg moet van krag wees vir 'n tydperk van drie maande na die vervaldatum vir betaling aan die betrokke werknemers.

(2) Die werkewer moet jaarliks vooruit reëlings tref vir 'n waarborg wat vir die Raad aanneemlik is en wat sy totale aanspreeklikheid teenoor sy werknemers ingevolge die bepalings van klosule 13 van Deel I van die Ooreenkoms vir 'n volle jaar dek, en dié waarborg moet van krag wees vir 'n tydperk van drie maande na die vervaldatum vir betaling aan die betrokke werknemers.

(3) Die werkewer moet voor of op die tiende dag van die daaropvolgende maand 'n opgawe instuur van alle werknemers wie se dienste gedurende die vorige maand beëindig is, van die totale verdienste van dié werknemers vanaf die eerste werkdag na die eerste betaaldag gedurende die vorige November tot en met die datum waarop die dienste van dié werknemers by die werkewer beëindig is.

Die werkewer moet saam met die opgawe 'n bedrag gelyk aan 6 persent van die totale besoldiging wat in die opgawe aangetoon word, aan die sekretaris van die Raad vir die Sentrale Vakansiefonds van Transvaalse Meubelwerkers stuur, en die bedrag moet ooreenkomsdig die bepalings van klosule 13 (iv) (d) (i) tot (v) van Deel I van die Ooreenkoms verantwoord word.

(4) Die werkewer moet die Raad binne 14 dae na die eerste betaaldag in November elke jaar voorsien van 'n lys met die name van alle werknemers wat ooreenkomsdig klosule 13 (iv) (a) (i) deur die werkewer betaal moet word, tesame met die ander inligting wat in die opskrif van die *pro forma*-lys hieronder voorkom, naamlik—

(1) Indeks- nommer.	(2) Volle name.	(3) Beroep.	(4) Totale verdienste.	(5) Vakansie- bonus verskuldig.
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(5) Die werkewer moet die vakansiebonusse tussen 7 en 20 Desember van elke jaar betaal op dieselfde manier soos bepaal in klosule 13 (iv) (d) (iii) van Deel I van die Ooreenkoms, met dien verstande dat waar 'n inrigting voor 20 Desember sluit, die bonus tussen die 7de en die sluitingsdatum betaal moet word.

(6) Die werkewer moet voor of op 23 Desember van elke jaar 'n lys van die name van die werknemers wat nie betaal is nie en die bedrae wat aan hulle verskuldig is, saam met 'n geldsending vir die totale bedrag aan die werknemers verskuldig aan die Sentrale Vakansiefonds van Transvaalse Meubelwerkers stuur.

35. PROHIBITED EMPLOYMENT.

Subject to the provisions of section *eighty-three* of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing conditions which he would have had to pay or observe, had such engagement or employment not been prohibited.

36. BASIS OF PAYMENT.

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done will be at not less than the rates of wages prescribed for the operation or operations performed, and will not be based upon the technical skill or qualification of the employee concerned.

37. HOURLY RATE.

All work performed by employees shall be paid for at an hourly rate. The hourly rate to be determined by dividing the actual weekly wage by 44.

38. ULTRA VIRES.

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

APPENDIX A.

TERMS AND CONDITIONS APPLICABLE TO HOLIDAY FUND BONUS IN TERMS OF CLAUSE 13 (IV) (C) OF PART I OF THIS AGREEMENT.

(1) The fact that an employer has furnished a guarantee to the Council shall in no way exempt such employer from his liability towards his employees for payment of holiday bonuses calculated in accordance with the provisions of clause 13, Part I, of this Agreement.

(2) The employer shall arrange a guarantee acceptable to the Council in an amount covering his total liability towards his employees under the provisions of clause 13 of Part I of this Agreement for a full year, annually in advance, and such guarantee to be effective for a period of three months after the due date for payment to the employees concerned.

(3) The employer shall submit a return, on or before the 10th day of the following month of all employees whose services were terminated during the previous month, of the total earnings of such employees from the first working day after the first pay-day in the previous November up to and including the date of termination of such employee's employment with the employer.

Together with the return the employer shall remit an amount equal to 7 per cent of such total remuneration reflected in the return to the Secretary of the Council for the Transvaal Furniture Workers' Central Holiday Fund and to be accounted for in terms of the provisions of clause 13 (iv) (d) (i) to (v) of Part I of this Agreement.

(4) The employer shall furnish the Council within 14 days after the first pay-day in November of each year, with a schedule showing the names of all employees to be paid by the employer in terms of clause 13 (iv) (a) (i), together with such other information as appears in the headings of the *pro forma* Schedule below, viz.—

(1) Index No.	(2) Full Names.	(3) Occup- ation.	(4) Total Earnings.	(5) Holiday Bonus due.
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(5) Payment of the holiday bonuses shall be made by the employer between the 7th and the 20th December of each year in the same manner as that provided for in clause 13 (iv) (d) (ii) of Part I of this Agreement, provided that where an establishment closes before the 20th of December, payment shall be made between the 7th and such date of closure.

(6) On or before the 23rd December of each year, the employer shall submit a schedule showing the names of the employees not paid and the amounts due to them, together with a remittance of the total amount due to such employees to the Transvaal Furniture Workers' Central Holiday Fund.

(7) Werkgewers wat aan die bepalings van klosule 13 (iv) (c) van Deel I voldoen, word toegelaat om opgawes ten opsigte van raadsheffings wat afgetrek is, in 'n verkorte vorm in te stuur soos hieronder aangedui:—

Bedraes vir Raadsheffings vir die maand 19

Week geëindig.	Getal teen 6c.	Getal teen 2c.	Totale aftrekings.
(1)			
(2)			
(3)			
(4)			
(5)			
Totale aftrekings.....	R.....		
Bydrae van werkgever:	R.....		
Tjek ingesluit vir.....	R.....		

(7) Employers who comply with the provisions of clause 13 (iv) (c) of Part I are permitted to render returns in respect of Council levies deducted, in a 'summarised' form as indicated hereunder:—

Council Levy Contributions for the month of 19

Week ending.	No. at 6c.	No. at 2c.	Total Deductions.
(1)			
(2)			
(3)			
(4)			
(5)			
Total Deductions:	R.....		
Employer's Contribution: R.....			
Cheque enclosed for.... R.....			

AANHANGSEL B.

[Staat ingedien kragtens klosule (iv) (d) (i) van Deel I van die Ooreenkoms.]

Naam en adres van werkgever

Maand geëindig

Indeks-nommer deur Raad toegeken of persoons-nommer.	Familienaam van werknemer.	Voornaam van werknemer.	Beroep.	Uurloon.	Getal ure gedurende week gewerk.	Totale besoldiging betaal.	Bedrag waarop vakansiebonus betaal word.	Totale getal ure sick.	Totale getal ure op verpligte kortyd.	Totale getal ure weg uit eie beweging.
						R c				

Bedrag aan sen trale fonds betaalbaar. R
R

APPENDIX B.

[Statement submitted in terms of clause 13 (iv) (d) (i) of Part I of this Agreement.]

Name and address of employer

Month ending

Index Number allotted by the council or Identity No.	Surname of employee.	Christian names of employee.	Occupation.	Hourly rate.	Number of hours worked during week.	Total remuneration paid.	Amount on which holiday bonus is paid.	Total number of hours ill.	Total number of hours on compulsory short time.	Total number of hours away on own accord.
						R c				

Amount payable to the Central Fund. R
R

AANHANGSEL C.

KENNISGEWING VEREIS INGEVOLGE ARTIKEL 7 (4) VAN DEEL I VAN DIE OOREENKOMS.

Dag.	Begin tyd.	Ophou tyd.	Etensuur.
Maandae.....	.....vm.	tot .....nm.	.....nm. tot .....nm.
Dinsdae.....	.....vm.	tot .....nm.	.....nm. tot .....nm.
Woensdae.....	.....vm.	tot .....nm.	.....nm. tot .....nm.
Donderdae.....	.....vm.	tot .....nm.	.....nm. tot .....nm.
Vrydae.....	.....vm.	tot .....nm.	.....nm. tot .....nm.
Saterdae.....	.....vm.	tot .....nm.	.....nm. tot .....nm.
Voornmiddagte-pouse.....	.....vm.	tot .....vm.	
Namiddagte-pouse.....	.....nm.	tot .....nm.	

NOTICE REQUIRED UNDER CLAUSE 7 (4) OF PART I OF THIS AGREEMENT.

Day.	Starting Time.	Finishing Time.	Meal Hour.
Mondays.....	.....a.m. to .....p.m.	.....p.m. to .....p.m.	
Tuesdays.....	.....a.m. to .....p.m.	.....p.m. to .....p.m.	
Wednesdays.....	.....a.m. to .....p.m.	.....p.m. to .....p.m.	
Thursdays.....	.....a.m. to .....p.m.	.....p.m. to .....p.m.	
Fridays.....	.....a.m. to .....p.m.	.....p.m. to .....p.m.	
Saturdays.....	.....a.m. to .....p.m.	.....p.m. to .....p.m.	
Forenoon tea-break.....	.....a.m. to .....a.m.		
Afternoon tea-break.....	.....p.m. to .....p.m.		

DEEL II.

MINIMUM LONE.

(1) Behoudens die bepalings van Deel III van hierdie Ooreenkoms' is onderstaande lone die minimum lone wat vir die onderskeie klasse, hieronder opgenoem, voorgeskryf word:

A. MEUBELMAKERY.

	Per week. R c
(i) Gemaakte dele en/of stukke en/of seksies hout en/of komposisiebord en/of meubels aanmekaar las en/of aanmekaar heg in die vervaardigingsproses van 'n verder gemaakte samestellende deel van 'n meubelstuk en/of meubelstuk in sy geheel.....	28.50
(ii) 'Raamklamp en/of geraamteklamp en/of draai-klamp en/of stoelklamp en/of handklamp stel en/of daar mee werk en/of werk daarmee doen (en die woord „klamp“ beteken ook 'n „klem“).	
(iii) Skaafwerk.....	
(iv) Beitelwerk.....	
(v) Die rig van stukke meubels in 'n bepaalde hoek.....	
(vi) Skraapwerk.....	
(vii) Rasperwerk.....	
(viii) Vylwerk.....	
(ix) Speekskaafwerk.....	
(x) Spykers in/of paneelpenne inslaan en/of inpons.....	
(xi) Stukke meubels monteer.....	
(xii) Moerbedekkings aanbring.....	
(xiii) Saagwerk.....	
(xiv) Houtproppe en/of houtsplinters invloeg.....	
(xv) Glas insit in rame.....	
(xvi) Alleenlik toebehorens vasbout [kyk subklousule (xxi) hiervan].....	
(xvii) Meetwerk.....	
(xviii) Versiersels en/of toebehorens aanbring.....	
(xix) Tappenne maak en/of spits maak.....	
(xx) Soliede timmerhout buig.....	
(xxi) Alle boutwerk, uitgesonderd die vasbout van toe-behorens [kyk klosule (xvi) hiervan].....	
(xxii) Sokke vir rolwieljetjies aanbring.....	
(xxiii) Rolwieljetjies en/of koepels en/of kate-style aan-bring.....	
(xxiv) Proppe inslaan in gate wat vooraf geboor is, om penbevestigingswerk te bedek.....	10.00
(xxv) Hoekblokke inslaan in stoele van slegs die tipe wat bekend staan as „Kitchen Bentwood“, „Globe“, „Standard“, „Sturdy“ en „Super“, met dien verstande dat sodanige hoekblokke nie vasgespyker, vasgepen of vasgeskroef word nie.....	
(xxvi) Soliede timmerhout indompel in 'n sagmaakmiddel.....	
(xxvii) Lym meng en/of weeg en/of berei.....	
(xxviii) Tappenne inslaan.....	
(xxix) Lym en/of lymverhardingsmiddels aanbring, maar spesifiek met uitsondering van die aanmekaarlym van stukke meubels.....	
(xxx) Skroewe insit in gate wat vooraf geboor is, ter voorbereiding van die skroefwerk.....	
(xxxi) Kartelkramme ingevoeg in die raammonterings-proses.....	
(xxxii) Help met die aanmekaarsit of montering van stukke meubels wat vasgekram of vasgklem moet word; met dien verstande dat die getalsverhouding van sodanige assistente tot werkneemers wat in ontvangs is van die loon wat in subklousule (ii) van hierdie klosule voorgeskryf word en wat kram- of klemwerk doen, nie groter mag wees nie 2 tot 1 en dat sodanige assistente nie in die afwesigheid van voornoemde werkneemer wat in ontvangs is van die loon wat in subklousule (ii) van hierdie klosule voorgeskryf word, geag word assistente te wees nie; en voorts met dien verstande dat die assistente nie toegelaat mag word om gate te boor nie.....	8.50

B. MEUBELMASJINWERK.

(i) Een of meer van ondergenoemde masjiene stel en/of bedien of daar mee werk:—	
(a) Skaafmasjiene met inbegrip van reiskaaf-masjiene.....	
(b) Meerrolskuurmashjiene.....	
(c) Tapsnymashjiene.....	
(d) Spilprofileermashjiene en/of sterkmarskaaf-masjiene.....	
(e) Verdiepskaafmasjiene.....	
(f) Enige houtdraai- en/of patroondraaimashjiene.....	
(g) Swaaltertmasjiene.....	
(h) Saagmasjiene van enige soort, met inbegrip van uitsnyzaag.....	
(i) Sneewerkmasjiene.....	
(j) Skaaf-lysmashjiene met vier of vyf beitel.....	28.50

PART II.

MINIMUM WAGES.

(1) Subject to the provisions of Part III of this Agreement, the following shall be the minimum wages prescribed for the respective classes of work enumerated hereunder:

A. FURNITURE MAKING.

Per Week.
R c

(i) Joining together and/or securing together prepared parts and/or pieces and/or sections of wood and/or composition board and/or furniture in the process of making a further constructed component part of furniture and/or an article of furniture in whole.....	
(ii) Setting up and/or operating a sash cramp and/or carcass cramp and/or revolving cramp and/or chair cramp and/or hand cramp and/or performing any work therewith (and the terms "cramp" shall include "clamp").....	
(iii) Planing.....	
(iv) Chiselling.....	
(v) Aligning parts of furniture to any desired angle.....	
(vi) Scraping.....	
(vii) Rasping.....	
(viii) Filing.....	
(ix) Spokeshaving.....	
(x) Knocking and/or punching in nails and/or panel pins.....	
(xi) Fitting of any parts of furniture.....	
(xii) Affixing nut covers.....	
(xiii) Sawing.....	
(xiv) Inserting wooden plugs and/or wooden slivers.....	
(xv) Securing glass in frames.....	
(xvi) Bolting of fittings only [see sub-clause (xvi) hereof]	
(xvii) Measuring.....	
(xviii) Affixing embellishments and/or fittings.....	28.50
(xix) Making and/or pointing of dowels.....	
(xx) Bending solid timber.....	
(xxi) All bolting, except the bolting on of fittings [see sub-clause (xvi) hereof]	
(xxii) Affixing sockets for castors.....	
(xxiii) Affixing of castors and/or domes and/or bed-irons.....	
(xxiv) Knocking in of plugs into pre-bored holes to cover any pinning devices.....	10.00
(xxv) Knocking in of corner blocks to chairs only of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" and "Super", provided that such corner blocks shall not be nailed, pinned or screwed.....	
(xxvi) Dipping of solid timber into softening solution.....	
(xxvii) Mixing and/or weighing and/or preparing glue.....	
(xxviii) Knocking in dowels.....	
(xxix) Applying glue and/or glue hardeners, but specifically excluding the putting together of furniture parts.....	
(xxx) Insertion of screws into pre-bored holes preparatory to screwing.....	
(xxxi) Insertion of corrugated fasteners in the process of assembling frames.....	
(xxxxii) Assisting in the putting together or assembling of furniture parts which are to be cramped or clamped provided that the ratio of such assistants to employees in receipt of the wages prescribed in sub-clause (ii) of this clause, who are engaged in cramping or clamping, shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in sub-clause (ii) of this clause, provided further that the assistants shall not be permitted to bore holes.....	8.50

B. FURNITURE MACHINING.

(i) Setting up and/or operating and/or performing any work with any one or more of the following machines:—

(a) Planing machine including jointing-planing machine.....	
(b) Multiple drum sandpapering machine.....	
(c) Tenoning machine.....	
(d) Spindle moulding and/or shaping machine.....	
(e) Routing machine.....	
(f) Any woodturning and/or copying machine.....	
(g) Dovetailing machine.....	
(h) Sawing machine of any kind including jig-saw.....	
(i) Carving machine.....	
(j) Four and/or five cutterplaner-moulder machine.....	28.50

Per week.
R cPer Week.
R c

(ii) Enigeen van ondergenoemde masjiene stel en/of bedien en/of daarmee werk:	
(a) Tapgatmasjiene.....	
(b) Boormasjiene.....	
(c) Skarnieruitholmiasjiene wanneer gebruik om holtes vir slotte en/of skarniere uit te sny.....	
(d) Tápienvoegmasjiene.....	18.41
(e) Enkelrolskuurmasjiene.....	
(f) Tolskuurmasjiene.....	
(g) Bandskuurmasjiene.....	
(h) Skyfskuurmasjiene.....	
(i) Draagbare skuurmasjiene uitgesonderd dié gespesifiseer in subklousule (iii) hiervan.....	
(iii) Enige tipe draai- en/of tril- en heen-en-weerbewende handskuurmasjiene met 'n skuuropervlakte van hoogstens 50 vk. dm. stel en/of bedien.....	10.00
(iv) 'n Houtskroefdraadsnymasjiene en/of 'n houtbinneskroefdraadsnymasjiene stel en/of bedien.....	
(v) (a) Tap-persmasjiene.....	
(b) Tapperdrukmasjiene.....	
stel en/of bedien en/of werk daarmee verrig.....	
(vi) Skuurpapierbande maak en/of aanmekaar heg vir bandskuurmasjiene.....	8.50
(vii) Skuurpapierskywe maak en/of aanheg.....	
(viii) Skuurpapier sny vir skuurmasjiene.....	
(ix) Skuurpapier aanbring op tolleven tolskuurmasjiene en/of fynskuurmasjiene.....	

(Die loon wat betaal moet word, word bepaal volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjiene wat gebruik word nie.)

Die aard van die werk wat verrig word op 'n masjiene terwyl dit aan die werk is, is die beslissende faktor by die bepaling van die tipe masjiene.)

C. SAAGHERSTELWERK, INSTANDHOUDING EN HERSTEL VAN MASJIENE.

Per week.
R c

(i) Foute opspoor in masjiene wat gebruik word in of in verband met 'n inrigting en sodanige masjiene opknap, in stand hou en/of herstel, of toesig hou oor al hierdie werksaamhede of enigeen daarvan daaraan doen.....	28.50
(ii) Saaglemme set en/of skerpmaak en/of stukwerk daaraan doen.....	
(iii) Los tandte aan saaglemme heg.....	
(iv) Snylemme en/of messe en/of bore skerp maak.....	
(v) Sweiswerk en/of swissoldeerwerk (uitgesonderd puntsweiswerk).....	
(vi) 'n Skerpmaakmasjiene stel en/of bedien.....	
(vii) Puntsweiswerk.....	15.95
(viii) Masjinerie ghries en/of olie.....	8.50

D. MERK- EN/OF UITLEWERK.

(i) Opstelling van plan vir die vervaardiging van meubels deur middel van stawe en/of bord en/of latte en/of strooklatte en/of stroke.....	28.50
(ii) Merkwerk met uitsondering van dié gespesifiseer in subklousule (iii) en (iv) hiervan.....	
(iii) Merkwerk vir boormasjiene alleenlik deur middel van tandsetmaat.....	18.41
(iv) Merkwerk deur middel van patronie.....	8.50

E. POLIERWERK.

(i) 'n Gepoleerde oppervlakte tot stand bring.....	
(ii) 'n Afgewerkte oppervlakte tot stand bring.....	
(iii) Die draad van hout verseël.....	
(iv) Skellakoplossing aanbring.....	
(v) Verfwerk, met uitsondering van dié gespesifiseer in subklousule (xxiii) hiervan.....	
(vi) Selluloseverfwerk.....	
(vii) Verniswerk.....	
(viii) Lakverniswerk.....	
(ix) Emajewerk.....	
(x) Beitswerk met behulp van meganiese toestel.....	
(xi) Oliewerk deur middel van 'n meganiese toestel.....	
(xii) Kleure laat pas en/of opknap.....	
(xiii) Kleurmateriale meng.....	
(xiv) Veroudering.....	
(xv) Vlamskilderwerk volgens enige metode.....	
(xvi) Verfwerk op enige ontwerp.....	
(xvii) 'n Ontwerp produseer deur middel van 'n oordruk.....	
(xviii) 'n Ontwerp produseer deur middel van 'n patroon.....	
(xix) Opknapping deur middel van 'n masjiene en/of meganiese toestel en met 'n ander stof as 'n skuurpasta en/of skuurvloeistof.....	
(xx) Met 'n skuurpasta en/of skuuryloeistof vryf deur middel van 'n masjiene en/of meganiese toestel....	18.41

(ii) Setting up and/or operating and/or performing any work with any one or more of the following machines, viz.:—

(a) Mortice machine.....	
(b) Boring machine.....	
(c) Hinge recessing machine when used for the purpose of cutting recesses for locks and/or hinges.....	
(d) Dowel inserting machine.....	18.41
(e) Single drum sandpapering machine.....	
(f) Bobbin sandpapering machine.....	
(g) Belt sandpapering machine.....	
(h) Disc sandpapering machine.....	
(i) Portable sandpapering machines other than those specified in sub-clause (iii) hereof.....	

(iii) Setting up and/or operating any type of rotating and/or vibrating-reciprocating sandpapering machine with a papering surface of not more than 50 square inches.....

(iv) Setting up and/or operating a wood threading and/or woodtapping machine.....

(v) Setting up and/or operating—	
(a) dowel squeezing machines;	
(b) tennon squashing machines;	
and/or performing any work therewith.....	
(vi) Making and/or joining sandpaper belts for belt sandpapering machines.....	8.50
(vii) Making and/or affixing discs of sandpaper.....	
(viii) Cutting sandpaper for sandpapering machine.....	
(ix) Affixing sandpaper to bobbins of bobbin sandpapering machines and/or buff sandpapering machines.....	

(Payment of wages shall be determined by reference to the nature of work performed on such machines without reference to the type of machine used.)

The nature of work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)

C. SAW DOCTORING, MACHINE MAINTAINING AND MACHINE REPAIRING.

Per Week.
R c

(i) Tracing faults in, overhauling, maintaining and/or repairing machines used in or in connection with an establishment or supervising all or any of these operations.....	
(ii) Setting and/or sharpening and/or gulleting saw blades.....	
(iii) Affixing loose teeth to saw blades.....	
(iv) Sharpening cutting blades and/or knives and/or bits.....	
(v) Welding and/or brazing (other than spot welding).....	
(vi) Setting up and/or operating any sharpening machine.....	
(vii) Spot welding.....	15.95
(viii) Greasing and/or oiling machinery.....	8.50

D. MARKING AND/OR SETTING OUT.

(i) Preparing a plan for the manufacture of furniture by means of rod and/or board and/or lath and/or batton and/or strip.....	28.50
(ii) Marking out except as specified in sub-clauses (iii) and (iv) hereof.....	28.50
(iii) Marking for boring machine only by means of pronged jigs.....	18.41
(iv) Marking out by template.....	8.50

E. POLISHING.

(i) Producing a polished surface.....	
(ii) Producing a finished surface.....	
(iii) Grain sealing.....	
(iv) Applying a shellac solution.....	
(v) Painting, except as specified in sub-clause (xxiii) hereof.....	
(vi) Cellulose painting.....	
(vii) Varnishing.....	
(viii) Lacquering.....	
(ix) Enamelling.....	
(x) Staining by mechanical appliance.....	
(xi) Oiling by mechanical appliance.....	
(xii) Matching of colours and/or touching up.....	
(xiii) Mixing of colouring materials.....	
(xiv) Ageing.....	
(xv) Imitation graining by any method.....	
(xvi) Painting on any design.....	
(xvii) Producing a design by means of a transfer.....	
(xviii) Producing a design by means of a template.....	
(xix) Reviving by machine and/or mechanical appliance with a substance other than an abrasive paste and/or abrasive liquid.....	
(xx) Rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance.....	18.41

Per week. R c	Per Week. R c
(xxi) 'n Skuurpasta en/of vloeiostof net met die hand in-vryf met die uitdruklike uitsluiting van die gebruik van 'n masjien en/of meganiese toestel.....	(xxi) Rubbing with an abrasive paste and/or abrasive liquid by hand only, and expressly excluding the use of any machine and/or mechanical appliance.....
(xxii) Net met die hand opknap.....	(xxii) Reviving by hand only.....
(xxiii) Die rande van lamelbord en/of laagbout vers en/of vul.....	(xxiii) Painting and/or filling in of edges of laminated board and/or plywood.....
(xxiv) Deure en/of toebehorens van meubelstukke verwijder.....	(xxiv) Removing doors and/or fittings from articles of furniture.....
(xxv) Gate en/of krake vul met ander stowwe as proppe en/of splinters.....	(xxv) Filling in holes and/or crevices with substances other than plugs and/or slivers.....
(xxvi) Was aansit, bleik, beits en/of olie met die hand.....	(xxvi) Waxing, bleaching, staining and/or oiling by hand.....
(xxvii) Vlokwol op kleefoppervlaktes versprei en/of kleef-stof vir vlokwol met die hand aansit.....	(xxvii) Spreading flock on adhesive surfaces and/or applying adhesive for flock by hand.....
(xxviii) Metaalspuifwerk.....	(xxviii) Spraying metal.....
(xxix) In emalje en/of werk doop.....	(xxix) Dipping in enamel and/or paint.....
(xxx) Gepoleerde oppervlakte stroop.....	(xxx) Stripping polished surfaces.....
(xxxi) Oplossings deursyg.....	(xxxi) Straining solutions.....
(xxxii) Spuitapparaat skoonmaak.....	(xxxii) Cleaning spraying apparatus.....
(xxxiii) Gepoleerde en/of afgewerkte oppervlakte was.....	(xxxiii) Washing polished and/or finished surfaces.....
(xxxiv) Kleuterversies en/of kleutertekening slegs op meubels oordruk.....	(xxxiv) Transferring nursery rhymes and/or nursery characters only onto furniture.....
F. STOFFEERWERK.	
(i) 'n Fondament vir kronkelvere maak en/of vasmaak met enige ander materiaal as hout en/of metaallatte.....	(i) Making and/or affixing a foundation for coil springs with any material other than wooden and/or metal laths.....
(ii) Vere en/of veerenhede aan fondamente vasmaak.....	(ii) Securing springs and/or spring units to foundations.....
(iii) Vere in posisie vasmaak.....	(iii) Lashing springs in position.....
(iv) Sitplekke en/of rugleunings en/of armleunings van meubels met vulsel opstop.....	(iv) Stuffing seats and/or backs and/or arms of furniture with filling materials.....
(v) Groewe vuli.....	(v) Filling of flutes.....
(vi) Materiaal vir oortreksels van enige soort sny.....	(vi) Cutting material for covers of any kind.....
(vii) Oortreksels van enige soort vasryg.....	(vii) Tacking on covers of any kind.....
(viii) Omboorsel vasryg.....	(viii) Tacking on piping.....
(ix) Vulsel in posisie plaas en/of vasmaak.....	(ix) Positioning and/or securing filling materials.....
(x) Knoppe en/of drukknoppe aanwerk.....	(x) Buttoning and/or studding.....
(xi) Kantdrade en/of fraaiings vaswerk, behalwe soos bepaal in klousule F. (vii) van hierdie klousule.....	(xi) Securing gimp and/or fringes, except as provided for in Clause F (vii) of this clause.....
(xii) Fondamente vir kronkelvere en/of veerenhede maak en/of vasmaak met hout en/of metaallatte.....	(xii) Making and/or affixing foundations for coil springs and/or spring units with wood and/or metal laths.....
(xiii) Kussingslope vul met veerbinnewerk en/of veerenhede.....	(xiii) Filling cushion covers with spring interiors and/or spring units.....
(xiv) Kussingvulmasjien bedien en/of laai met vulsel en/of skuimrubber.....	(xiv) Operating and/or loading cushion filling machine with filling material and/or foam rubber and/or similar substances.....
(xv) Binneslope van kussings vul vir kussings met binnewerk.....	(xv) Filling of cushion cases for spring interior cushions
(xvi) Matrasdeurnaaiwerk.....	(xvi) Tufting.....
(xvii) Kussinkies vasmaak aan los veerenhede, uitgesondert veerkussingeenhede.....	(xvii) Securing pads to unaffixing spring units other than spring cushion units.....
(xviii) Spiraalvere en/of kettings en/of hoepelyster vasmaak met die uitsluitlike doel om dit te gebruik as 'n stut vir 'n los kussing.....	(xviii) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for a loose cushion.....
(xix) Rubberstroke vasmaak met die uitsluitlike doel om dit te gebruik as 'n stut vir los kussings.....	(xix) Affixing rubber strips for the sole purpose of serving as a support for loose cushions.....
(xx) Die vasmaak van— (a) heliese vere en/of kettings en/of sigsagverve of nie-sakkende vere aan rame vir stoffeerkwerk (b) hoepelyster en/of touweefsel en/of plaasvervanging materiaal vir touweefsel aan los sitplekke en/of rugleunings van eetkamerstoel, en/of die aanhaak van— (c) veenkante van vere van die sigsag- en/of nie-sakkende tipe aan rame vir stoffeerkwerk met inbegrip van die aanhegting van enige samestellende deel, maar uitgesondert die vasryg en/of vasmaak goingsak- en/of sisal en/of plaasvervanging materiaal vir goingsak of sisal.....	(xx) The affixing of— (a) helical springs and/or chain and/or zig-zag or no-sag springs to frames for upholstery, (b) hoop iron and/or webbing and/or webbing substitutes to loose seats and/or backs for dining-room chairs and/or The springing up of— (c) spring edges with zig-zag and/or no-sag type of springs to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal.....
(xxi) (Waar kronkelvere gebruik word in verband met vere van die nie-sakkende en/of sigsagtipe, is die loon R27.00)	(c) (where coil springs are used in conjunction with no-sag and/or zig-zag type of springs the rate shall be R28.50)
(xxii) Laaghout aan los sitplekke vasspyker en/of met hegspykers vasslaan vir stoffeerkwerk.....	(xxi) Nailing and/or tacking plywood and/or compressed board to loose seats for upholstery.....
(xxiii) Sisal- en/of klapperhaarkussinkies vasmaak aan slēgs veerkussingeenhede.....	(xxii) Securing sisal and/or coir pads to spring-cushion units only.....
(xxiv) Platvorms sny vir die bedekking van heliese vere.....	(xxiii) Cutting of platforms used for covering helical springs.....
(xxv) 'n Uitpluismasjien en/of baaloopmaker en/of baalbreekmasjien bedien en/of werk daarmee doen.....	(xxiv) Operating a teasing and/or bale opening and/or bale breaking machine and/or performing any work therewith.....
(xxvi) Kussingoortreksels opstop met vulsel, uitgesondert veerbinnenkante.....	(xxv) Filling of cushion covers with filling material other than spring interiors.....
(xxvii) Vulmateriaal in touvorm afrol.....	(xxvi) Unwinding filling materials in rope form.....
(xxviii) Knope en/of pluisies maak.....	(xxvii) Making buttons and/or tufts.....
(xxix) Die stoffeerdier help deur omslag vas te hou.....	(xxviii) Assisting upholsterer in holding cover.....
(xxx) Bandversier- en/of kraallyswerk.....	(xxix) Making banding and/or beading.....
(xxx) Reeds gesnyde materiaal sorteer nadat dit op groot maat uitgesny is.....	(xxx) Sorting of ready-cut materials after bulk cutting
(xxxii) Voltooide kussings vir aflowering reguleer en/of voorberei.....	(xxx) Regulating and/or preparing completed cushions for delivery.....
(xxxii) Skuimrubber volgens grootte sny.....	(xxxii) Cutting foam rubber and/or similar substances to size.....
(xxxiii) Rubberstroke sny.....	(xxxiii) Cutting rubber strips.....
(xxxiv) Skuimrubber aanmekaar las.....	(xxxiv) Joining together foam rubber and/or similar substances.....
(xxxv) Materiaal aan skuimrubber vasmaak.....	(xxxv) Affixing material to foam rubber and/or similar substances but expressly excluding the affixing of covering material thereto.....

Vir die toepassing van hierdie klousule beteken 'n veerenheid 'n onafhanklike montering van kronkelvere of aaneenlopende vere wat so in mekaar gevleg, aan mekaar geheg of so gemaak is dat dit 'n veerfondament en/of veerbinnenkant uitmaak vir gebruik in 'n binneveerkussing, binneveersitplek en/of binneveersitstoestel.

G. FINEERWERK.

Per week.
R c

(i) Fineerhout sny.....	
(ii) Handfineerwerk.....	
(iii) Fineerhout laat pas.....	
(iv) Fineerlaswerk.....	
(v) Maak en/of invoeging van inlegsel.....	28.50
(vi) Fineerhout met band vasmaak.....	
(vii) Fineerhout en/of laaghout en/of hardebord in posisie vasmaak met bande en/of kramme en/of hegspykers met die doel om dit te pers.....	
(viii) Laswerk sonder bande.....	
(ix) Perse van enige soort bedien en/of daarmee werk.....	8.50
(x) Perse van enige soort laai en/of aflaai.....	
(xi) Gom en/of band en/of papier aflat en/of verwyder.....	
(xii) Dele opstapel na perswerk.....	
(xiii) Lym smeer.....	
(xiv) Oortollige fineer aflatwerk nadat dit vagselym is.....	

H. MEUBELHOUTSNEEWERK.

(i) Maak van ontwerpe vir houtsneewerk.....	
(ii) Afnmerk van ontwerpe.....	
(iii) Houtsneewerk.....	28.50
(iv) Versiersels fatsoener.....	
(v) Rasper- en/of vyl- en/of skraapwerk.....	
(vi) Stippelponswerk.....	10.00
(vii) Kraallys aanborde lym en/of heg vir houtsneewerk.....	
(viii) Bestanddele vir modelleerwerk meng.....	8.50

I. VERPAKKING VAN MEUBELS.

(i) Aanbring van versterkende stroke hout aan voltooide meubels vir die doel van verpakking of vervoer.....	
(ii) Pakkratte en/of pakkiste vir meubels en/of dele daarvan maak.....	11.00
(iii) Verpakking van meubels en/of dele van meubels in goatingsak.....	
(iv) Verpakking van meubels en/of dele van meubels in kartonhouers en/of kartondose.....	8.50
(v) Kartonhouers en/of kartondose toemaak.....	
(vi) Meubels en/of stukke meubels toedraai in papier en/of karton.....	

J. ALGEMENE WERKSAAMHEDE.

(i) Rottangvlegwerk.....	28.50
(ii) Rottangmatte aanbring.....	18.41
(iii) Riempiewerk.....	
(iv) Artikels met die hand skuur afgesien daarvan of artikels stil staan of draai.....	
(v) 'n Pluismasjien stel en/of bedien of werk daarmee doen.....	
(vi) Kussings vir veereenhede maak en/of sny.....	10.00
(vii) Werknemers in diens geneem in verband met enige van die prosesse in die vervaardiging van veerbinnekante en/of veereenhede en/of die vervaardiging van hul samestellende dele.....	
(viii) Veervervaardigingsmasjiene stel en/of bedien.....	
(ix) Sprekersdoeke aanbring.....	
(x) Oortollige lym van meubels of dele daarvan verwijder.....	
(xi) Metaalstawe en/of skarniere en/of metaalbusie en/of metaalstroke en/of draad en/of hoepelyster sny.....	
(xii) Skroefdraad in ysterboute en/of stawe sny en/of dit omklink.....	
(xiii) Vere baal.....	
(xiv) Vere vir preservering in 'n oplossing dompel.....	
(xv) Stofsakke van skuurmasjiene skoonmaak.....	
(xvi) Hoepelyster reguit maak.....	
(xvii) Gate in metaal pons.....	
(xviii) Vulmateriaal ontafel en/of uitklop.....	
(xix) Vulmateriaal met die hand uitpluis.....	
(xx) Metaalstawe skoonmaak.....	
(xxi) Persle skoonmaak en/of uitvee.....	
(xxii) Masjinerie en/of uitrusting en/of gereedskap en/of gerei skoonmaak.....	8.50
(xxiii) Materiaal oplaai en/of aflaai.....	
(xxiv) Goedere met 'n stoetkar vervoer.....	
(xxv) Goedere met 'n trapfiet vervoer.....	
(xxvi) Boodskappe en/of brieve aflewer.....	
(xxvii) Grondstowwe uitpak.....	
(xxviii) Stoomketels en/of verbranders en/of oonde bedien.....	
(xxix) Timmerhout in droogonde plaas.....	
(xxx) Timmerhout uit droogonde verwijder.....	
(xxxii) Droogonde bedien.....	
(xxxii) Dranke berg en/of bedien.....	
(xxxiii) Eet- en drinkgerei was.....	
(xxxiv) Timmerhout vir preservering behandel.....	
(xxxv) Masjiendryfbande las.....	
(xxxvi) Weegwerk.....	
(xxxvii) Meubels stroop slegs vir opknappingsdoeleindes.....	
(xxxviii) Goedere dra en aandra.....	
(xxxix) Voertuig oplaai of aflaai.....	
(xl) Masjinijs help met die hantering van grondstowwe voor en na masjienvwerk.....	

G. VENEERING.

Per Week.
R c

(i) Cutting veneer.....	
(ii) Veneering by hand.....	
(iii) Matching veneer.....	28.50
(iv) Jointing veneer.....	
(v) Making and/or insertion of inlays.....	
(vi) Taping veneers.....	
(vii) Taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.....	
(viii) Tapeless joining.....	
(ix) Operating and/or attending presses of any kind.....	
(x) Loading and/or unloading presses of any kind.....	8.50
(xi) Washing off and/or removing gum and/or tapes and/or paper.....	
(xii) Stacking parts after pressing.....	
(xiii) Spreading glue.....	
(xiv) Trimming away excess veneer after affixing of veneer.....	

H. FURNITURE CARVING.

(i) Designing for carving.....	
(ii) Marking out designs.....	
(iii) Wood carving.....	28.50
(iv) Moulding embellishments.....	
(v) Rasp and/or filling and/or scraping.....	10.00
(vi) Stipple punching.....	
(vii) Glueing and/or affixing beading to boards for carving.....	8.50
(viii) Mixing ingredients for moulding.....	8.50

I. FURNITURE PACKING.

(i) Affixing strengthening woodstrips to completed furniture for the purpose of packing or transporting.....	
(ii) Making packing crates and/or cases for furniture and/or parts thereof.....	11.00
(iii) Packing furniture and/or furniture parts in hessian.....	
(iv) Packing furniture and/or furniture parts in cartons and/or cardboard containers.....	
(v) Closing cartons and/or cardboard containers.....	8.50
(vi) Wrapping furniture and/or furniture parts in paper and/or cardboard.....	

J. GENERAL OPERATIONS.

(i) Weaving of cane.....	28.50
(ii) Affixing cane mats.....	18.41
(iii) Riempie work.....	
(iv) Sandpapering by hand regardless of whether the article papered is stationary or rotating.....	
(v) Setting up and/or operating teasing machine and/or performing work therewith.....	
(vi) Making and/or cutting pads for spring units.....	
(vii) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and/or the manufacture of their component parts.....	10.00
(viii) Setting up and/or operating spring-making machines.....	
(ix) Affixing speaker cloths.....	
(x) Removing excess glue spread on furniture or parts thereof.....	
(xi) Cutting metal rods, and/or hinges, and/or metal tubes, and/or metal strips and/or hoop iron and/or wire.....	
(xii) Riveting and/or making threads on iron bolts and/or rods.....	
(xiii) Baling springs.....	
(xiv) Dipping springs into a solution for the purpose of preservation.....	
(xv) Cleaning sandpapering machine dustbags.....	
(xvi) Straightening hoop iron.....	
(xvii) Punching holes in metal.....	
(xviii) Unbalancing and/or beating filling material.....	
(xix) Teasing filling materials by hand.....	
(xx) Cleaning metal rods.....	
(xxi) Cleaning and/or sweeping premises.....	
(xxii) Cleaning machinery and/or plant and/or tools and/or utensils.....	
(xxiii) Loading and/or unloading materials.....	
(xxiv) Transportation of goods by handcart.....	
(xxv) Transportation of goods by pedal cycle.....	
(xxvi) Delivering messages and/or letters.....	
(xxvii) Unpacking raw materials.....	
(xxviii) Attending boilers and/or incinerators and/or ovens.....	
(xxix) Putting timber in kilns.....	
(xxx) Removing timber from kilns.....	
(xxxii) Attending kilns.....	
(xxxiii) Making and/or serving beverages.....	
(xxxiv) Washing-up eating and/or drinking utensils.....	
(xxxiv) Treating of timber for preservation.....	
(xxxv) Joining machine driving belts.....	
(xxxvi) Weighting.....	
(xxxvii) Stripping furniture for the purpose of renovation only.....	
(xxxviii) Fetching and/or carrying.....	
(xxxix) Loading and/or unloading vehicles.....	
(xl) Assisting machinist in handling raw materials before and after machining.....	

	Per week.
	R C
(xii) Onopgestopte materiaal vasheg aan oppervlaktes van kabinette vir draagbare radio's en/of musiek-instrumente met afmetings van hoogstens 18 duim by 12 duim.....	10.00

K. NAAIERS- EN/OF NAAISTERSWERK.

(i) Gordyne maak en/of naai.....	15.50
(ii) Meubeloortreksels naai.....	
(iii) Alle toebehorens aannaai of aanhaak.....	
(iv) Kussingslope en/of kussingpeule naai.....	
(v) Donskomberse maak en/of naai.....	
(vi) Omboorsels maak.....	
(vii) Glipsteekwerk en/of kantdraad en/of fraaijings en/of materiaal naai.....	

L. DIVERSE—Persone in diens as:

(i) Ambagsgeselle:

(a) Gedurende eerste 6 maande diens na voltooiing van leertyd.....	17.08
(b) Gedurende tweede 6 maande diens na voltooiing van leertyd.....	20.48
(ii) Versendingsklerke.....	14.80
(iii) Pakhuismanne.....	14.80
(iv) Tydopnemers.....	14.80
(v) Oppassers.....	14.80
(vi) Leerlingverpakkers.....	7.21
(vii) Los arbeiders, 19c per uur.	

M. VOORMANNE, ONDERVOORMANNE EN/OF TOESIGHOUERS.

Voormanne en/of ondervoormanne en/of toesighouers moet minstens die hoogste minimum voorgeskrewe loon ontvang wat van toepassing is op die werkzaamhede wat verrig word in die seksies waarin hulle in diens is.

N. LEERLING-NAAIERS EN/OF -NAAISTERS.

Leerlinge gemagtig ingevolge klousule 29 (1) van Deel I van hierdie Ooreenkoms, wat dié werk van leerling-naiers en/of -naaiers leer moet op alle betrokke tye per week minstens ondergenoemde persentasies betaal word van die minimum lone voorgeskryf in dele II en III van hierdie Ooreenkoms vir die klasse werk opgenoem in klousule K van hierdie deel daarvan:

	%
Gedurende eerste 6 maande van leertyd.....	33½
Gedurende tweede 6 maande van leertyd.....	50
Gedurende derde 6 maande van leertyd.....	66½
Gedurende vierde 6 maande van leertyd.....	75

O. JEUGDige WERKNEMERS.

(i) Jeugdige manlike werknemers in 'n ambag of afdeling van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, soos gewysig, moet gedurende die gemagtigde proeftyd minstens die lone betaal word wat kragtens die bepalings van genoemde Wet voorgeskryf word,

(ii) Alle ander jeugdiges.—Die minimum loon wat in hierdie Ooreenkoms voorgeskryf word vir werknemers in diens in dieselfde klas werk.

DEEL III.**LOONAANPASSINGS.**

(1) Vanaf 19 Januarie 1966 is die bedrae wat in kolomme (b), (c) en (d) hieronder verskyn, die minimum lone voorgeskryf gedurende die betrokke tydperke vir enigeen van die verskeie klasse werk waarvoor 'n loonkaal wat in kolom (a) hierin voorkom, in deel II van hierdie Ooreenkoms voorgeskryf word.

Lone voorgeskryf in Deel II.	Kolom (a).		Kolom (b).		Kolom (c).		Kolom (d).	
	Gedurende tyd- perk eindigeende		Gedurende tyd- perk eindigeende		Gedurende tyd- perk eindigeende		Gedurende tyd- perk eindigeende	
Per week.	18 Januarie 1967.	18 Januarie 1968.	18 Januarie 1967.	18 Januarie 1968.	18 Januarie 1967.	18 Januarie 1968.	18 Januarie 1967.	18 Januarie 1968.
(i)	R28.50	R29.50	R30.00	R30.50	R29.50	R30.00	R30.50	R30.50
(ii)	R18.41	R18.41	R18.71	R18.71	R18.41	R18.71	R18.71	R18.71
(iii)	R15.50	R16.00	R16.50	R16.50	R16.00	R16.50	R16.50	R16.50

DEEL IV.**BESTUURDERS VAN MOTORVOERTUIE.**

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op die bestuurders van motorvoertuie in die landdrosdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Kempton Park en Witbank.

A. Woordomskrywings.

„Los motorvoertuigbestuurder” beteken 'n werknemer wat as die bestuurder van 'n motorvoertuig deur dieselfde werkewer in diens geneem word op hoogstens twee dae in 'n week.

„Noodsaaklike dienste” beteken enige werk wat, weens oorsake soos brand, storm, ongeluk, gewelddaad of diefstal, sonder vertraging verrig moet word, en alle werk wat nodig is vir die vervoer van masjinerie om 'n ernstige ontwrigting in enige ambag te voorkom, of vervoer vir die doel van landsverdediging of polisiedienste.

	Per Week.
	R C
(xli) Affixing unpadded material to the surface of cabinet for portable radios and/or musical instruments not exceeding the dimensions 18 inches by 15 inches by 12 inches.....	10.00

K. SEAMSTER'S AND/OR SEAMSTRESS' WORK.

(i) Making and/or sewing of curtains.....	15.50
(ii) Sewing of furniture covers.....	
(iii) Sewing on and/or hooking on of any attachments.....	
(iv) Sewing of cushion cases and/or cushion slips.....	
(v) Making and/or sewing of quilts.....	
(vi) Making piping.....	
(vii) Slip-stitching and/or sewing gimp and/or fringes and/or materials.....	

L. MISCELLANEOUS.

Persons employed as:

(i) Improvers:	17.08
(a) During first six months of employment after completion of apprenticeship.....	
(b) During second six months of employment after completion of apprenticeship.....	
(ii) Despatch clerks.....	
(iii) Storemen.....	
(iv) Timekeepers.....	
(v) Caretakers.....	

(vi) Learner packers.....

(vii) Casual labourers, 19 cents per hour.

M. FOREMEN, CHARGEHANDS AND/OR SUPERVISORS.

Foremen and/or chargehands and/or supervisors shall be paid wages not less than the highest minimum prescribed wage applicable to the operations performed in the section where they are engaged.

N. LEARNER SEAMSTERS AND/OR SEAMSTRESSES.

Learners authorised in terms of Clause 29 (1) of Part I of this Agreement, employed in learning seamsters' and/or seamstresses' work shall at all relevant times be paid not less per week than the following percentages of the minimum wages prescribed in Parts II and III of this Agreement for the classes of work enumerated in Clause K of this part thereof:

	%
During the first six months of learnership.....	33½
During the second six months of learnership.....	50
During the third six months of learnership.....	66½
During the fourth six months of learnership.....	75

O. JUVENILE EMPLOYEES.

(i) Juvenile male employees engaged in a trade or branch of trade designated under the Apprenticeship Act, 1944, as amended, during the authorised probationary period, shall be paid not less than the wages prescribed in terms of the provisions of the said Act.

(ii) All other Juveniles.—The minimum wage prescribed in this Agreement for employees employed on the same class of work.

PART III.**WAGE RATE ADJUSTMENTS.**

(1) As from the 19th January, 1966, the amounts appearing in columns (b), (c) and (d) hereunder, shall be the minimum wages prescribed during the relevant periods for any one of the respective classes of work for which a wage rate reflected in column (a) herein is prescribed in Part II of this Agreement.

Column (a). Rates prescribed in Part II.	Column (b). During period ending 18th January, 1967.		Column (c). During period ending 18th January, 1968.		Column (d). During period ending 18th January, 1969.	
	Per week.	Per week.	Per week.	Per week.	Per week.	Per week.
(i)	R28.50	R29.50	R30.00	R30.50	R30.00	R30.50
(ii)	R18.41	R18.41	R18.71	R18.71	R18.71	R18.71
(iii)	R15.50	R16.00	R16.50	R16.00	R16.50	R16.50

PART IV.**DRIVERS OF MOTOR VEHICLES.**

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Kempton Park and Witbank.

A. Definitions.

“Casual driver of motor vehicle” means an employee who is employed as a driver of a motor vehicle by the same employer on not more than two days in any week.

“Essential services” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade, or transportation for the purpose of national defence or police service.

"Werkure" omvat alle tydperke wat aan die bestuur van 'n motorvoertuig bestee word en alle tyd wat die bestuurder bestee het aan werk wat in verband staan met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur wanneer dit van hom vereis word.

"Motorvoertuigbestuurder" beteken 'n werknemer wat betrokke is by die bestuur van 'n motorvoertuig, en vir die doel van hierdie omskrywing omvat, "bestuur van 'n motorvoertuig" alle tydperke wat aan die bestuur van 'n motorvoertuig bestee word en alle tyd wat die bestuurder bestee het aan werk wat in verband staan met die motorvoertuig en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur.

"Motorvoertuig" beteken 'n voertuig wat vir die vervoer van goedere gebruik word en wat op 'n ander manier as deur mense- of dierekrag aangedryf word, en ook 'n trekker.

"Loonvrag" beteken die netto dravermoe of die netto vrag wat 'n voertuig mag dra of trek ooreenkomsdig enige motortransport-sertifikaat of vrystellingssertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur 'n plaaslike padvervoerraad uitgereik is kragtens die bepalings van die Motor-transportwet, 1930, of ooreenkomsdig 'n padwaardigheidssertifikaat wat ten opsigte van sodanige voertuig deur 'n plaaslike overheid uitgereik is, naamlik die netto dravermoe of netto vrag wat die grootste mag wees.

"Stukwerk" of "taakwerk" beteken 'n stelsel waarvolgens 'n werknemer se loon gebaseer word op die gewig, volume of getal reise wat onderneem is of die mylaafstand wat afgelê is.

"Sleepwa" beteken 'n voertuig wat aangehaak is aan en getrek word deur 'n voertuig, maar dit omvat nie die eerste vervoermiddel wat aangehaak is aan en getrek word deur 'n trekker of voertuig wat bekend staan as 'n "voorhakker" nie.

"Weeklikse werknemer" beteken 'n werknemer wat by die week in diens geneem word.

B. Lone.

(1) Die minimum lone wat 'n werkgever aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is soos volg:—

Loonvragte.

- (a) Bestuurder van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelicenseer is om 'n loonvrag te dra of te trek van—
 - (i) onder 6,000 lb.....
 - (ii) 6,000 lb. en meer maar hoogstens 10,000 lb.....
 - (iii) meer as 10,000 lb. maar hoogstens 14,000 lb.....
 - (iv) meer as 14,000 lb.....
- (b) Bestuurder van 'n stoomwa.....
- (c) Los bestuurder van 'n motorvoertuig, uitgesonderd dié van 'n stoomwa, wat gelicenseer is om 'n loonvrag te dra of te trek van (vir 'n tydperk van 9 tuur of minder per dag)—
 - (i) Onder 6,000 lb.....
 - (ii) 6,000 lb. en meer maar hoogstens 10,000 lb.....
 - (iii) meer as 10,000 lb. maar hoogstens 14,000 lb.....
 - (iv) meer as 14,000 lb.....
- (d) 'n Los bestuurder van 'n stoomwa.....

Pay-loads.

- (a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—
 - (i) under 6,000 lb.....
 - (ii) 6,000 lb. and over but not exceeding 10,000 lb.....
 - (iii) over 10,000 lb. but not exceeding 14,000 lb.....
 - (iv) over 14,000 lb.....
- (b) Driver of a steam wagon.....
- (c) Casual driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—
 - (i) under 6,000 lb.....
 - (ii) 6,000 lb. and over but not exceeding 10,000 lb.....
 - (iii) over 10,000 lb. but not exceeding 14,000 lb.....
 - (iv) over 14,000 lb.....
- (d) Casual driver of a steam wagon.....

(2) Kontrakbasis.—Elke werknemer word geag 'n weeklikse werknemer te wees tensy hy ingesluit is in die omskrywing van 'n "los bestuurder van 'n motorvoertuig", en behoudens die bepalings van klosule C (6) en K (1), moet hy minstens die volle weeklikse besoldiging wat in paragraaf (a) en (b) van sub-klosule (1) vir 'n werknemer van sy klas voorgeskryf word, betaal word, afgesien daarvan of hy die volle tyd of minder gewerk het, en is hy onderworpe aan die ander voorwaardes (vir sover dit op hom van toepassing is) wat vir sodanige werknemer voorgeskryf is.

"Hours of work" include all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required.

"Driver of motor vehicle" means an employee who is engaged in driving a motor vehicle and for the purpose of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle and all periods during which he is obliged to remain at his post in readiness to drive.

"Motor vehicle" means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a tractor.

"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 Central Road Transportation Board or by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net-carrying capacity or net load may be the greater.

"Piece-work" or "task-work" means any system under which an employee's wage is based on the weight, volume or number of journeys undertaken or on the mileage covered.

"Trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or vehicle known as "mechanical horse".

"Weekly employee" means an employee who is employed by the week.

B. Wages.

(1) The minimum rates at which wages shall be paid per week by an employer to each member of the undermentioned classes of his employees shall be as follows:—

	Gedurende tydperk eindigende 18 Januarie 1966.	Gedurende tydperk eindigende 18 Januarie 1967.	Gedurende tydperk eindigende 18 Januarie 1969.
	R	R	R
(a) Bestuurder van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelicenseer is om 'n loonvrag te dra of te trek van—			
(i) onder 6,000 lb.....	15.39	16.14	16.89
(ii) 6,000 lb. en meer maar hoogstens 10,000 lb.....	16.31	17.06	17.81
(iii) meer as 10,000 lb. maar hoogstens 14,000 lb.....	19.05	19.80	20.55
(iv) meer as 14,000 lb.....	22.72	23.47	24.22
(b) Bestuurder van 'n stoomwa.....	22.72	23.47	24.22
(c) Los bestuurder van 'n motorvoertuig, uitgesonderd dié van 'n stoomwa, wat gelicenseer is om 'n loonvrag te dra of te trek van (vir 'n tydperk van 9 tuur of minder per dag)—			
(i) Onder 6,000 lb.....	3.08	3.23	3.38
(ii) 6,000 lb. en meer maar hoogstens 10,000 lb.....	3.26	3.41	3.56
(iii) meer as 10,000 lb. maar hoogstens 14,000 lb.....	3.81	3.96	4.11
(iv) meer as 14,000 lb.....	4.54	4.69	4.84
(d) 'n Los bestuurder van 'n stoomwa.....	4.54	4.69	4.84

	During period ending 18th January, 1966.	During period ending 18th January, 1967.	During period ending 18th January, 1969.
	R	R	R
(a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—			
(i) under 6,000 lb.....	15.39	16.14	16.89
(ii) 6,000 lb. and over but not exceeding 10,000 lb.....	16.31	17.06	17.81
(iii) over 10,000 lb. but not exceeding 14,000 lb.....	19.05	19.80	20.55
(iv) over 14,000 lb.....	22.72	23.47	24.22
(b) Driver of a steam wagon.....	22.72	23.47	24.22
(c) Casual driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—			
(i) under 6,000 lb.....	3.08	3.23	3.38
(ii) 6,000 lb. and over but not exceeding 10,000 lb.....	3.26	3.41	3.56
(iii) over 10,000 lb. but not exceeding 14,000 lb.....	3.81	3.96	4.11
(iv) over 14,000 lb.....	4.54	4.69	4.84
(d) Casual driver of a steam wagon.....	4.54	4.69	4.84

(2) Basis of Contract.—Every employee shall be deemed to be a weekly employee unless he falls within the definition of a "casual driver" of motor vehicle and shall be paid not less than the full weekly remuneration prescribed in paragraphs (a) and (b) of sub-clause (1) for an employee of this class, subject to the provisions of clauses C (6) and K (1), whether he has worked full time or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(3) *Sleepwaens.*—'n Werknemer wat op 'n bepaalde dag 'n motorvoertuig bestuur waaraan een of meer sleepwaens gehaak is, moet minstens die volgende betaal word:

- (a) Indien hy 'n weeklike werknemer is, 25c per dag vir elke sleepwa, met 'n maksimum van R1 in 'n week;
- (b) as hy 'n los bestuurder van 'n motorvoertuig is, 25c per dag benewens die besoldiging voorgeskryf in subklousule (1), (3) en (6).

(4) *Berekening van maandelikse besoldiging.*—Wanneer die besoldiging wat aan 'n werknemer verskuldig is, ooreenkomsdig die voorbehoudbepalings van klousule C (1) maandeliks betaal word, is die besoldiging wat in enige maand betaalbaar is, vier en een derde maal die weekloon wat vir 'n werknemer van sy klas in subklousule (1) (a) en (b) voorgeskryf word.

(5) *Differensiële lone.*—'n Werknemer, uitgesonderd 'n los bestuurder van 'n motorvoertuig, van wie vereis word of wat toegelaat word om werk te verrig waarvoor 'n hoër loon as sy gewone loon in subklousule (1) (a) en (b) voorgeskryf word, moet ten opsigte van die hele dag waarop hy werk verrig waarvoor sodanige hoër loon voorgeskryf is, sodanige hoër loon ontvang; en 'n los bestuurder van 'n motorvoertuig wat op enige dag toegelaat word of van wie vereis word om werk te verrig ten opsigte waarvan verskillende lone in subklousule (1) (c) en (d) voorgeskryf word, moet sodanige hoër of hoogste loon betaal word.

Vir die toepassing van hierdie subklousule mag die loon wat aan 'n werknemer, uitgesonderd 'n los bestuurder van 'n motorvoertuig, ten opsigte van 'n dag betaal word, nie minder wees nie as een sesde van die weekloon wat in subklousule (1) (a) en (b) voorgeskryf word vir die hoër besoldigde werk wat hy verrig het.

(6) *Verblyftoelaes.*—Wanneer die werk van 'n werknemer hom verhinder om vir sy nigrus na sy huis terug te keer, moet minstens ondergenoemde verblyftoelaes aan hom betaal word:

	R
(a) Waar dit vir die werknemer nodig is om 'n aandete en 'n bed te verkry.....	0.75
(b) Waar dit vir die werknemer nodig is om 'n aandete, 'n bed en ontbyt te verkry.....	1.00

C. Betaling van besoldiging.

(1) *Ander werknemers as 'n los bestuurder van 'n motorvoertuig.*—Besoldiging is weekliks betaalbaar en moet nie later nie as 30 minute na die voltooiing van die dag se werk in kontant betaal word op die gewone betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind; met dien verstande dat 'n werkgever, met die toestemming van sy werknemer, die besoldiging wat verskuldig is, maandeliks mag betaal.

(2) *Los bestuurder van 'n motorvoertuig.*—'n Los bestuurder moet sy besoldiging in kontant ontvang by beëindiging van sy dienskontrak.

(3) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal word of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys, te koop nie.

(5) *Etes en huisvesting.*—Behoudens die bepalings van enige ander Wet, mag 'n werkgever nie van sy werknemer vereis om by hom of op 'n plek deur hom aangewys, te eet of in te woon nie.

(6) *Boetes en afrekings.*—'n Werkgever mag sy werknemer geen boetes ople nie en ook geen afrekings, met uitsondering van dié hieronder genoem, van sy werknemer se besoldiging maak nie:

- (a) Wanneer 'n werknemer van sy werk afwesig is, 'n afrekking eweredig aan die tydperk van sy afwesigheid.
- (b) Die afrekking van enige bedrag wat 'n werkgever ingevolge of kragtens 'n wettereglike of bevel van 'n bevoegde hoof moet maak of toegelaat word om te maak.
- (c) Afrekking gemeld in klousule 17 van Deel I van hierdie Ooreenkoms.
- (d) Met die skriftelike toestemming van die werknemer, afrekings vir versekerings- of pensioenfondse.
- (e) Afrekings van bydraes tot die Fonds van die vakverenigings ooreenkomsdig die bepalings van klousule 31 van Deel I van hierdie Ooreenkoms.
- (f) Waar 'n werknemer daarom instem van waar daar ingevolge die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting van sy werkgever te ontvang, 'n afrekking van hoogstens die bedrae hieronder gespesifieer, naamlik:

	Per week.	Per maand.
	R	R
(i) Etes.....	0.30	1.30
(ii) Huisvesting.....	0.20	0.87
(iii) Etes en huisvesting.....	0.50	2.17

D. Gewone en oortydure en betaling vir oortydwerk.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie meer as 48 in 'n week word nie.

(a) in die geval van 'n ander werknemer as 'n los bestuurder van 'n motorvoertuig—

- (i) meer as 50 in 'n week van Maandag tot en met Saterdag wees nie;

(3) *Trailers.*—An employee, who, on any day drives a motor vehicle to which there is attached one or more trailers shall be paid not less than—

- (a) if a weekly employee, twenty five cents per day for each trailer with a maximum of one rand in any week;
- (b) if a casual driver of a motor vehicle, twenty five cents per day, in addition to the remuneration prescribed in terms of sub-clauses (1), (3) and (6).

(4) *Calculation of Monthly Remuneration.*—Whenever remuneration due to an employee is, in terms of the proviso to clause C (1) paid monthly, the remuneration payable in any month shall be four and one-third times the weekly remuneration prescribed for an employee of his class in sub-clause (1) (a) and (b).

(5) *Differential Rates.*—An employee other than a casual driver of a motor vehicle, who is required or permitted to perform work for which a higher rate of wages is prescribed in sub-clause (1) (a) and (b) than his usual rate of wage shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed; and a casual driver of a motor vehicle who on any day is required or permitted to perform work in respect of which different wages are prescribed in sub-clause (1) (c) and (d) shall be paid the higher or highest of such rates.

For the purpose of this sub-clause the wages payable to an employee, other than a casual driver of a motor vehicle, in respect of any one day shall be not less than one-sixth of the weekly wage prescribed in sub-clause (1) (a) and (b) of the higher rated work performed.

(6) *Subsistence Allowance.*—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid a subsistence allowance of not less than—

	R
(a) where it is necessary for the employee to obtain an evening meal and bed.....	0.75
(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast.....	1.00

C. Payment of Remuneration.

(1) *Employees Other than Casual Drivers of Motor Vehicles.*—Remuneration shall become due and be paid in cash weekly, not later than thirty minutes after the completion of the day's work, on the usual pay-day or on termination of employment if this takes place before the usual pay-day; provided that an employer may, with the consent of his employee pay the remuneration due monthly.

(2) *Casual Driver of Motor Vehicle.*—A casual driver shall be paid his remuneration in cash on termination of his contract of employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of any employee.

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) *Board and Lodging.*—Subject to the provisions of any other law, an employer shall not require his employee to board and/or lodge with him or at any place nominated by him.

(6) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

- (a) Where an employee absents himself from work, a pro rata amount for the period of such absence.
- (b) A deduction of any amount which an employer by any statutory law or order of any competent Court is required or permitted to make.
- (c) Deductions referred to in clause 17 of Part I of this Agreement.
- (d) With the written consent of the employee, deductions for insurance or pension funds.
- (e) Deductions of contributions to the funds of the trade unions in terms of clause 31 of Part I of this Agreement.
- (f) Where an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging with his employer, a deduction not exceeding the amounts specified hereunder viz:—

	Per Week.	Per Month.
	R	R
(i) Board.....	0.30	1.30
(ii) Lodging.....	0.20	0.87
(iii) Boarding and Lodging.....	0.50	2.17

D. Hours of Work, Ordinary and Overtime, and Payment for Overtime.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

- (a) in the case of an employee other than a casual driver of a motor vehicle—

(i) fifty in any week from Monday to Saturday inclusive;

(ii) meer as nege op vyf dae in 'n week en sewe op die ander dag wees nie; met dien verstande dat die weeklikse totaal nie meer as 50 mag wees nie;
met dien verstande dat as daar op enige dag van 'n werk nemer vereis word om later as 11 v.m. met sy werk te begin, hy vir die berekening van die gewone werkure en oortydwerkure geag moet word om 11 v.m. te begin werk het;

(b) in die geval van 'n los bestuurder van 'n motorvoertuig, meer as nege op enige dag wees nie.

(2) *Oortydure.*—Alle ure wat daar langer gewerk word as die maksimum getal gewone werkure wat in subklousule (1) voorgeskryf word, word geag oortydwerkure te wees.

(3) *Betaling vir oortydwerk.*—'n Werknemer wat oortyd werk moet vir elke uur of gedeelte daarvan minstens die volgende betaal word:—

- (a) In die geval van 'n weeklikse werknemer, een en 'n derde maal die weekloon voorgeskryf vir 'n werknemer van sy klas in klousule B(1)(a) en (b), gedeel deur vyftig; en
- (b) in die geval van 'n los bestuurder van 'n motorvoertuig, een en 'n derde maal die loon voorgeskryf in klousule B(1)(c) en (d) gedeel deur nege.

(4) *Beperking op oortyd.*—'n Werkewer mag nie sy werknemer toelaat of van hom vereis om oortyd vir meer as—

- (a) twee uur op 'n dag;
 - (b) nege uur in 'n week;
- te werk nie.

(5) *Betaling vir Sondae.*—Tyd op 'n Sondag gewerk, mag nie as deel van die gewone werkure of as oortydwerk gereken word nie, maar daarvoor moet betaal word teen minstens die volgende spesiale skale:—

- (a) In die geval van 'n weeklikse werknemer, uitgesonderd 'n werknemer genoem in paragraaf (c), dubbel die weekloon wat vir 'n werknemer van sy klas voorgeskryf word in klousule B(1)(a) en (b), gedeel deur ses;
- (b) in die geval van 'n los bestuurder, dubbel die loon wat vir 'n werknemer van sy klas voorgeskryf word in klousule B(1)(c) en (d) vir elke Sondag of gedeelte daarvan gewerk;
- (c) in die geval van 'n werknemer bedoel in die voorbehouds-bepaling van klousule E(1)(b), dubbel die dagloon voorgeskryf in klousule B(1)(d), gedeel deur nege vir elke uur of gedeelte daarvan gewerk, met 'n minimum betaling vir vier uur.

(6) *Betaling vir openbare vakansiedae.*—'n Werknemer wat op Kersdag, Goed Vrydag of Geloftedag werk, moet minstens die volgende betaal word:—

- (a) In die geval van 'n weeklikse werknemer, dubbel die loon wat vir 'n werknemer van sy klas voorgeskryf word in klousule B(1)(a) en (b), gedeel deur ses;
- (b) in die geval van 'n los bestuurder van 'n motorvoertuig dubbel die loon wat vir 'n werknemer van sy klas voorgeskryf word in klousule B(1)(c) en (d); vir elke dag of gedeelte daarvan.

(7) *Etenstrye.*—Nadat 'n werknemer vyf uur lank gewerk het, moet daar aan hom een uur toegestaan word as etenstryd, en gedurende sodanige ouse mag daar geen werk verrig word nie; met dien verstande dat as 'n werkewer van sy werknemer vereis om meer as een uur as etenstryd te neem, alle tyd langer as een uur gereken moet word as deel van die gewone werkure.

(8) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousule (7), moet alle werkure op 'n dag aaneenlopend wees.

E. Rustye.

(1) Geen werkewer mag van sy werknemer vereis of hom toelaat.—

- (a) om so te werk dat die werknemer nie minstens twaalf aaneenlopende ure rustyd in enige tydperk van 24 uur, bereken vanaf dié tyd waarop die werknemer op enige dag met sy werk begin, vir rus het nie;
- (b) om so te werk dat die werknemer nie een hele dag vir rus in elke sewe agtereenvolgende dae het nie; met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer van wie vereis word om vir nie meer as vier ure nie op 'n Sondag te werk met die doel om aandag aan 'n stoomwa te gee.

F. Siekteverlof.

Aan 'n werknemer wat drie maande diens by dieselfde werkewer voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk uitgesonderd 'n ongeluk waaroor daar vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, wat nie deur die werknemer self eie nalatigheid of wangedrag veroorsaak is nie moet daar siekteverlof van altesaam hoogstens ses werkdae in 'n bepaalde jaar diens toegestaan word en ten opsigte van elke dag moet daar aan hom 'n bedrag betaal word van minstens een

(ii) nine on five days in any week and seven on the other day, provided that the weekly total does not exceed fifty;

provided that if an employee is required on any day to commence work later than 11 a.m. he shall, for the purpose of calculating the ordinary hours of work and overtime be deemed to have commenced work at 11 a.m.;

- (b) in the case of a casual driver of a motor vehicle, nine on any day.

(2) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours prescribed in sub-clause (1) shall be deemed to be overtime.

(3) *Payment for Overtime.*—An employee who works overtime shall be paid for each hour or part thereof not less than—

- (a) in the case of a weekly employee, one and a third times the weekly wage prescribed for an employee of his class in clause B(1)(a) and (b) divided by fifty; and

- (b) in the case of a casual driver of a motor vehicle, one and a third times the wage prescribed in terms of clause B(1)(c) and (d) divided by nine.

(4) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than—

- (a) two hours on any day;

- (b) nine hours in any week.

(5) *Payment for Sundays.*—Time worked on a Sunday shall not be reckoned as part of the ordinary hours of work or overtime but shall be paid for at not less than the following special rates:—

- (a) In the case of a weekly employee, other than an employee referred to in paragraph (c), double the weekly wage prescribed for an employee of his class in clause B(1)(a) and (b) divided by six;

- (b) in the case of a casual driver, double the wage prescribed for an employee of his class in clause B(1)(c) and (d) for each Sunday or part thereof worked;

- (c) in the case of an employee referred to in the proviso to clause E(1)(b), double the daily wage prescribed in clause B(1)(d) divided by nine for each hour or part thereof worked, with a minimum payment for four hours.

(6) *Payment for Public Holidays.*—An employee who works on Christmas Day, Good Friday or the Day of the Covenant shall be paid not less than—

- (a) in the case of a weekly employee, double the wage prescribed for an employee of his class in clause B(1)(a) and (b) divided by six;

- (b) in the case of a casual driver of a motor vehicle, double the wage prescribed for an employee of his class in clause B(1)(c) and (d);

for each day or part thereof.

(7) *Meal Hours.*—An employee shall be allowed one hour for a meal after five hours work during which interval no work shall be performed; provided that if an employer requires his employee to take more than one hour for a meal, all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

(8) *Hours of Work to be Consecutive.*—Subject to the provisions of sub-clause (7) all hours of work on any day shall be consecutive.

E. Rest Periods.

(1) No employer shall require or permit his employee to work—

- (a) so that the employee has not at least twelve consecutive hours for rest in any period of twenty-four hours calculated from the time the employee commences work on any day;

- (b) so that the employee has not one complete day for rest in every seven consecutive days; provided that this paragraph shall not apply to an employee who may be required to work on a Sunday for not more than four hours for the purpose of attending to a steam wagon.

F. Sick Leave.

An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident, other than an accident compensable under the Workman's Compensation Act, 1941, not caused by the employee's own neglect or misconduct shall be granted sick leave not exceeding six working days in the aggregate in any one year of employment and shall be paid in respect of each day an

sesde van die weekloon wat die werknemer onmiddellik voor die datum van sodanige verlof ontvang het; met dien verstande dat 'n werkgever van sy werknemer mag vereis om 'n geneeskundige sertikaat ten opsigte van enige afwesigheid van meer as twee dae in te dien as bewys van sodanige siekte of ongeluk.

G. Verbod op stukwerk of taakwerk.

Geen werkgever mag van sy werknemer vereis of hom toelaat om stukwerk of taakwerk te verrig nie.

H. Uniforms.

'n Werkgever wat van sy werknemer vereis om 'n uniform te dra, moet sodanige uniform gratis verskaf, laat was of skoonmaak, en dit bly die eiendom van die werkgever.

I. Dienssertifikaat.

'n Werknemer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los bestuurder van 'n motorvoertuig, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volgende gemeld word: Die volle naam van die werkgever en van die werknemer, die datum waarop die dienskontrak in werking getree het, die datum van beëindiging daarvan en die besoldiging op dié datum van sodanige beëindiging.

J. Logboek.

(1) Elke werkgever moet 'n logboek met duplikaatbladsye en so na as moontlik in onderstaande vorm, verskaf vir die gebruik van elke werknemer in sy diens:—

Daagliks log.

Naam van werkgever.	
Naam van bestuurder.	
Tipe voertuig en goedgekeurde loonvrag.	
Getal sleepwaens aan voertuig gehaak.	
Tyd waaronder werk begin.	
Tyd waaronder werk eindig.	
Getal gewone ure gewerk.	
Etenstyd (tye van _____ tot _____) vm./nm. tot vm./nm.)	
Onklaarrakkings, ongelukke en/of ander vertragings.	

Handtekening van bestuurder.

Datum. 19

Signature of Driver.

Date. 19

(2) Tensy 'n werknemer weens siekte of 'n ander onvermydelike oorsaak nie in staat is om dit te doen nie, moet hy, wanneer hy voorsien word van die logboek gemeld in subklousule (1), sodanige logboek in duplo en op 'n manier wat so na as moontlik in die voorgeskrewe vorm moet wees, byhou ten opsigte van elke dag se werk, en moet hy binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n duplikaatkopie, ten volle ingevul, daarvan aan sy werkgever oorhandig.

(3) Elke werkgever moet die ingevulde kopie van die daagliks logboek bewaar vir 'n tydperk van drie jaar na die datum waarop dit ingevul is.

K. Beëindiging van dienskontrak.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los bestuurder van 'n motorvoertuig, moet minstens 1 uur vooraf kennis gee van die beëindiging van 'n dienskontrak of moet in plaas daarvan 'n bedrag gelyk aan een uur se loon wat die werknemer gedurende die week onmiddellik voor die beëindiging van die dienskontrak ontvang het, betaal of verbeur; met dien verstande dat hierdie bepalings nie die volgende raak nie:—

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

(b) 'n Skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermin wat vir beide partye ewe lank is en langer is as een uur; met dien verstande voorts dat, as 'n ooreenkoms, ooreenkomsdig paragraaf (b) aangegaan is, die betaling of verbeuring in plaas van kennisgewing eweredig moet wees aan die tydperk van die kennisgewing soos ooreengekomm.

(2) Die kennisgewing gemeld in subklousule (1) hiervan, mag nie met enige tydperk van jaarlike vrelof, militêre opleiding of met 'n tydperk van afwesigheid, weens siekte, van hoogstens ses dae saamval nie.

Hierdie Ooreenkoms is namens die partieë onderteken op die sewe-en-twintigste dag van Augustus 1964.

I. R. MYERS,
Voorsitter van die Raad.

L. F. DE VILLIERS,
Ondervoorsitter van die Raad.

R. J. TIBSHIRANY,
Sekretaris van die Raad.

Nywerheidsraad vir die Meubelnywerheid, Transvaal.

amount not less than one-sixth of the weekly wage which the employee was receiving immediately prior to the date of such leave; provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.

G. Prohibition of Piece-work or Task-work.

No employer shall require or permit his employee to perform piece-work or task-work.

H. Uniforms.

An employer who requires his employee to wear a uniform shall provide and launder or clean the same free of charge and it shall remain the property of the employer.

I. Certificate of Service.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual driver of a motor vehicle furnish such employee with a certificate of service showing the full name of the employer and of the employee the date of commencement of the contract of employment the date of termination thereof, and the rate of remuneration at the date of such termination.

J. Log Book.

(1) Every employer shall provide a log book with duplicate folios for the use of each employee in his employ as nearly as practical in the following form:—

Daily Log.

Name of employer.	
Name of driver.	
Type of vehicle and authorised pay-load.	
Number of trailers attached to vehicle.	
Time of starting work.	
Time of finishing work.	
Number of ordinary hours worked.	
Meal hour(s) from _____ a.m./p.m. to _____ a.m./p.m.	
Breakdowns, accidents and/or other delays.	

Signature of Driver.

Date. 19

(2) Every employee, upon being provided with the log book referred to in sub-clause (1), unless precluded from doing so by sickness or other unavoidable cause, shall keep the daily log book in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall within twenty-four hours of the completion of the day's work to which it relates, deliver a duplicate completed copy thereof to his employer.

(3) Every employer shall retain the completed copy of the daily log book for a period of three years subsequent to the date of its completion.

K. Termination of Contract of Employment.

(1) An employer or his employee other than a casual driver of a motor vehicle, shall give not less than 1 hour's notice to terminate the contract of employment or shall pay or forfeit in lieu thereof an amount equal to 1 hour's wages which the employee was receiving during the week immediately preceding the termination of the contract of employment; provided that this shall not affect—

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

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one hour; provided further that if an agreement has been entered into in terms of paragraph (b) the payment of forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon.

(2) The notice referred to in sub-clause (1) hereof shall not run concurrently with any periods of annual leave, military training or absence, to the extent of six days, due to illness.

This Agreement, signed on behalf of the parties on the 27th day of August, 1964.

I. R. MYERS,
Chairman of the Council

L. F. DE VILLIERS,
Vice-Chairman of the Council

R. J. TIBSHIRANY,
Secretary of the Council

Industrial Council for the Furniture Manufacturing Industry, Transvaal.

No. R. 89.]

[15 Januarie 1965.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEПUBLISEER BY OORLOGS-MAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

MEUBELNYWERHEID, TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Meubelnywerheid, Transvaal, wat by Goewermentskennisgewing No. R. 88 van 15 Januarie 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 90.]

[15 Januarie 1965.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.**MEUBELNYWERHEID, TRANSVAAL.**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing No. R. 88 van 15 Januarie 1965 oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en Openbare feesdae daarby gecel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

INHOUD.

No.

BLADSY

Departement van Arbeid.**GOEWERMENTSKENNISGEWINGS.**

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--	----

No. R. 89.]

[15 January 1965.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.

FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, in terms of sub-regulation (1) of regulation *four* of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Furniture Manufacturing Industry, Transvaal, published under Government Notice No. R. 88 of the 15th January, 1965.

A. E. TROLLIP,
Minister of Labour.

No. R. 90.]

[15 January 1965.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.**FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.**

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, Transvaal, published under Government Notice No. R. 88 of the 15th January, 1965, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

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- Afdeling VI.—Vervoer.
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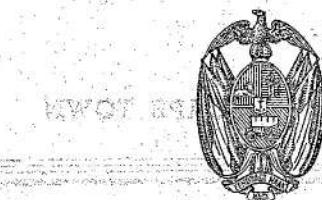
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