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UNION OF SOUTH AFRICA

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1417.]

[3 Augustus 1956.

NYWERHEID-VERSOENINGSWET, 1937.

MEUBELNYWERHEID, NATAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-Versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Meubelnywerheid, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 26 Januarie 1958 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 23, 26 tot en met 29 en 31 tot en met 37 van deel I en al die bepalings vervat in deel II van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 26 Januarie 1958 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 18, 20, 21, 23, 26 tot en met 29 en 31 tot en met 37 van deel I en al die bepalings vervat in deel II van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat op 26 Januarie 1958 eindig, in die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordomskrywing van die uitdrukking „werkneem”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1417.]

[3 August 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

FURNITURE INDUSTRY, NATAL.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 26th January, 1958, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 23 (inclusive), 26 to 29 (inclusive) and 31 to 37 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 26th January, 1958, upon the other employers and employees engaged or employed in the said Industry in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu and from the second Monday after the date of publication of this notice and for the period ending on the 26th January, 1958, the provisions contained in clauses 3 to 18 (inclusive), 20, 21, 23, 26 to 29 (inclusive) and 31 to 37 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, and from the second Monday after the date of publication of this notice and for the period ending on the 26th January, 1958, the provisions contained in clauses 3 to 18 (inclusive), 20, 21, 23, 26 to 29 (inclusive) and 31 to 37 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE MEUBEL-NYWERHEID, NATAL.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Natal Furniture Manufacturers Association
(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant en die

Furniture Workers’ Industrial Union (Natal)
(hieronder die „werkneemers” of die „vakvereniging” genoem), aan die ander kant,
wat die partye is by die Nasionale Nywerheidsraad vir die Meubelnywerheid, Natal.

DEEL I.

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasie en die vakvereniging in die Meubelnywerheid in die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

2. GELDIGHEITSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op ’n datum wat deur die Minister van Arbeid kragtens subartikel (1) van artikel *agtereenvolgens* van die Wet vasgestel moet word en moet van krag bly vir die tydperk wat op 26 Januarie 1958 eindig, of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

Enige uitdrukking in hierdie Ooreenkoms gebesig en wat in die Nywerheid-versoeningswet, 1937, omskryf is, moet dieselfde betekenis as in daardie Wet hê; enige verwysing na ’n wet omvat enige wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens, en omgekeerd.

(a) Tensy dit strydig is met die samehang, is die volgende woordomskrywings van toepassing in hierdie Ooreenkoms:—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;
„vakleerling”, ’n werkneemer in diens kragtens ’n skriftelike vakleerlingskapkontrak wat geregistreer is kragtens die bepalings van die Wet op Vakleerlinge, 1944, of wat beskou word dat dit daarkragtens geregistreer is;

„gebied A”, die gebied binne ’n straal van 20 myl van die Hoofposkantoor, Durban, en die gebied binne ’n straal van 20 myl van die Hoofposkantoor, Pietermaritzburg;

„gebied B”, die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, maar met uitsluiting van gebied A soos hierin omskryf;

„Raad”, die Nywerheidsraad vir die Meubelnywerheid, Natal, geregistreer ingevolge artikel *negentien* van die Wet;

„diens”, die totale duur van alle tydperke van ’n werkneemer se diens in die Meubelnywerheid;

„inrigting”, enige plek waar die Meubelnywerheid beoefen word en omvat enige plek waar ’n persoon in diens is in almal of enige van die klasse werk gespesifieer in deel II van hierdie Ooreenkoms;

„Meubelnywerheid”, of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels ongeag die materiaal gebruik, en omvat onder andere die volgende werkzaamhede:—

Heelmaak, stoffeer, herstoffeer, beits, spuitverf of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of maak en/of herstel van veermatrasse en/of rame vir stofferwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroës of theaters en kabinette vir musiekinstrumente en radio- of draadlostoestelle en omvat die vervaardiging of prosesse vir die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, oortreksels, kussings, peule en stoelkussings en omvat die bedrywighede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met inrigtings waar die vervaardiging van meubels of enige werk in verband met die produksie van enige artikels vir verkoop, deels of geheel, gedoen word en die fineer van deure gemaak van lamelblokbord of laaghout wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar met uitsondering van die vervaardiging van artikels wat hoofsaaklik van briesies, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels insluitende die vervaardiging van metaalkatels;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL.

AGREEMENT

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

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

Furniture Workers’ Industrial Union (Natal)
(hereinafter referred to as the “employees” or the “trade union”), of the other part,
being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal.

PART I.

Provisions applicable to the industry throughout the areas covered by the Agreement unless the contrary is stated.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of the employers’ organisation and trade union engaged in the Furniture Industry within the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

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 the period ending on the 26th January, 1958, 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, 1937, shall have the same meaning as 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.

(a) Unless inconsistent with the context the following definitions shall apply in this Agreement:—

“Act” means the Industrial Conciliation Act, 1937, 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;

“Area A” means the area within a 20 mile radius of the General Post Office, Durban, and the area within a 20 mile radius of the General Post Office, Pietermaritzburg;

“Area B” means the Province of Natal of the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, but excluding Area A as defined herein;

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

“employment” means the total length of all periods of an employee’s service in the Furniture Industry;

“establishment” means any place where the furniture industry is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, 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 repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-rooms, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or process in the manufacture of bedding, the bedding, the definition and interpretation of which shall include all manner of types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, 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 repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the production of any article of furniture, for sale, either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

„uurskaal”, die weeklikse loonskaal van die betrokke werknemer soos voorgeskryf in hierdie Ooreenkoms gedeel deur 44;
 „stukwerk”, enige stelsel waarvolgens besoldiging gebaseer word op hoeveelheid of opbrengs van gedane werk;
 „besoldiging”, enige betaling in geld gemaak of verskuldig aan enige persoon wat op enige wyse ook al uit diens voortspruit;
 „werkende eienaar”, of „werkende vennoot”, ‘n persoon wat persoonlik enige van die werkzaamhede gespesifiseer in deel II van hierdie Ooreenkoms, in sy eie inrigting verrig; kortydt”, ‘n vermindering van die aantal gewone werkure in ‘n inrigting toe te skryf aan handelslapte, tekort aan grondstowwe of ‘n algemene onklaarraking van installasie of masjinerie veroorsaak deur ‘n ongeluk of ander onvoorsien noodgeval.

(b) Tensy dit strydig met die samehang is, is die volgende woordomskrywings van toepassing op deel II van hierdie Ooreenkoms:—

„Leerling”, ‘n werknemer, uitgesonderd ‘n vakleerling, arbeider, leerling-verpakker, of proefleerling, wat ten tyde van sy indiensneming ‘n minderjarige is of was wat in diens is om enige klas werk te leer wat in sy leerlingsertifikaat gespesifieer is;
 „leerling-verpakker”, ‘n verpakker wat minder as twee jaar ondervinding gehad het van meubels in die Meubelnywerheid verpak en wat onder toesig van ‘n verpakker werk;
 „masjien-onderhouderwerkstuigkundige”, ‘n werknemer wat uitsluitlik in diens is op enige of almal van die volgende werkzaamhede:—

Foute in masjinerie op te spoor, masjinerie na te sien of heel te maak wat in of in verband met ‘n inrigting gebruik word of om toesig te hou oor almal of enige van hierdie werkzaamhede;
 „proefleerling”, ‘n werknemer onder 21 jaar oud in diens in ‘n ambag aangewys. kragtens die Wet op Vakleerlinge, 1944, maar omvat nie ‘n vakleerling of ‘n arbeider nie;
 „jeugdige”, ‘n werknemer onder 21 jaar oud, uitgesonderd vakleerlinge en arbeiders.

4. STUKWERK.

Geen werkgever moet van enige persoon vereis of hom toelaat om stukwerk van enige ander stelsel waarby besoldiging gebaseer word op hoeveelheid werk verrig, te doen nie, uitgesonderd soos bepaal in klousule 5 van hierdie Ooreenkoms.

5. AANSPORINGSBONUS.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens deel II van hierdie Ooreenkoms geregtig sou wees nie, mag ‘n werkgever ‘n werknemer se besoldiging baseer op die hoeveelheid of opbrengs van gedane werk; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar moet wees nie uitgesonderd in die vorm van ‘n aansporingskema waarvan die bepalings vasgestel is soos uiteengesit in subklousules (2) en (3) van hierdie klousule.

(2) Enige werkgever wat ‘n aansporingskema wil invoer moet ‘n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met die vakvereniging wie se lede daarby betrokke is, oor die bepalings van enige sodanige skema kan ooreenkomen.

(3) Die bepalings van sodanige aansporingskema en enige daaropvolgende verandering daarvan waarop die komitee ooreengekom kan hê, moet op skrif gestel en deur die lede van die komitee onderteken word en moet nie deur die komitee gewysig of deur enige van die partye beëindig word nie tensy die party wat die ooreenkoms wil wysig of beëindig, die ander party skriftelik kennis gegee het soos deur die partye ooreengekom kan word wanneer hulle sodanige ooreenkoms aangaan.

(4) Enige werknemer in diens op ‘n aansporingsbonusskema vir enige tydperk moet die volle bedrag betaal word wat deur hom kragtens aansporingsbonusskale verdien is waaroer kragtens hierdie klousule ooreengekom is; met dien verstande dat, ongeag die hoeveelheid aansporingsbonuswerk gedoen, sodanige werknemer, as sy produktiwiteit die standaard bereik het wat deur die komitee vir die besondere bedrywigheid bepaal is, ten opsigte van sodanige tydperk minstens die besoldiging betaal moet word wat betaalbaar sou gewees het as hy gedurende sodanige tydperk as ‘n tydwerker in diens was, plus 15 persent.

6. BUIТЕWERK.

(1) Geen werkgever mag van enige van sy werknemers eis of toelaat dat hy werk in verband met die Meubelnywerheid elders as in sy inrigting onderneem nie, uitgesonderd as dié werk die voltooiing is van ‘n bestelling wat by die werkgever geplaas is, en bestaan uit paswerk, inmekarsit, herstel of poleer van meubels in persele wat behoort aan of geokkupeer word deur die persoon vir wie die werk onderneem word.

(2) Geen werknemer in die Meubelnywerheid in diens mag, vir verkoop vir eie rekening of op rekening van enige ander persoon of firma, hetsy vir vergoeding of besoldiging of nie, bestellings in verband met die vervaardiging van meubels weraf of neem, of werk in verband met die Meubelnywerheid onderneem nie.

(3) Geen werkgever en/of werknemer mag enige werk in verband met die Meubelnywerheid onderneem op enige ander persele as dié wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of in werk kamers wat by die Raad geregistreer en uitsluitlik vir werk in die Meubelnywerheid gebruik word, met uitsondering van sodanige buitewerk as dié waarvoor in subklousule (1) van hierdie klousule voorsiening gemaak word.

“hourly rate” means the weekly rate of wages of the employee concerned as prescribed in this Agreement divided by 44;
 “piece-work” means any system according to which the remuneration is based on quantity or output of work done;
 “remuneration” means any payment in money made or owing to any person which arises in any manner whatsoever out of employment;

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

“short-time” means a reduction in the 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.

(b) Unless inconsistent with the context the following definitions shall apply to Part II of this Agreement:—

“learner” means an employee, other than an apprentice, labourer, learner-packer, or probationer, 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;

“machine maintenance mechanic” means an employee who is solely employed in all or any of the following operations:—

Tracing faults in, overhauling, or repairing machines used in or in connection with an establishment or in supervising all or any of these operations;

“probationer” means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice or a labourer;

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

4. PIECE-WORK.

No employer shall require or allow any person to work piece-work or any other system by which the remuneration is based on quantity of work done, except as provided in clause 5 of this Agreement.

5. INCENTIVE BONUS.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of Part II of this Agreement, an employer may base an employee’s remuneration on the quantity or output of work done; provided that no such system of remuneration 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) of this clause.

(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 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 Agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an Agreement.

(4) Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause; provided that, irrespective of the amount of incentive bonus work performed, such employee, if his productivity has reached the standard laid down for the particular operation by the committee, shall in respect of such period be paid not less than the remuneration which would have been payable, had he been employed as a time worker during such period, plus 15 per cent.

6. OUT-WORK.

(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 employed 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.

(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, or work-rooms registered with the Council and used solely for work in the Furniture Industry, except such out-work as is provided for in sub-clause (1) of this clause.

(4) Geen werkgever mag werk in verband met die vervaardiging van meubels uitgee nie, hetson in die geheel of gedeeltelik, ongeag die materiale wat gebruik word, uitgesonderd op persele onderworpe aan registrasie kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of werkamers by die Raad geregistreer en uitsluitlik gebruik in die Meubelnywerheid, uitgesonderd dié buitewerk waarvoor voorsiening in subklousule (1) van hierdie klousule gemaak is.

7. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen werkgever van 'n werknemer, uitgesonderd een wat uitsluitlik werkzaam is as handelsreisiger, opsigter of wag, of by die afstewering van goedere of boodskappe, vereis of hom toelaat—

- (i) om in enige enkele week meer as 44 uur, etensye uitgesluit, te werk nie; of
- (ii) om op enige enkele dag meer as agt uur te werk nie; met dien verstande dat in enige fabriek waarin—

(a) die gewone werkure op een dag in elke week hoogstens vyf is, van 'n werknemer vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens 'n half uur op elk van die ander dae van die week te werk; of

(b) die werknemers nie gewoonlik meer as vyf dae per week werk nie, van 'n werknemer op enige werkdag vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk;

(iii) om 'n aaneenlopende tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur; met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke onderbreek deur 'n pouse van minder as een uur, as aaneenlopend beskou moet word;

(iv) om, ingeval die werknemer 'n vrou is, soos volg te werk nie:—

- (a) Tussen sesuur nm. en sesuur vm; of
- (b) na eenuur nm. op meer as vyf dae in 'n week.

(2) Ondanks die bepalings van paragrawe (i) en (ii) van subklousule (1) van hierdie klousule en uitgesonderd soos bepaal in klousule 9 van hierdie Ooreenkoms, kan 'n werkgever van 'n werknemer vereis of toelaat dat hy oortyd werk vir 'n totale tydperk wat in enige afsonderlike week onderstaande nie te bowe gaan nie:—

- (i) Tien uur; of
- (ii) 'n getal ure (wat meer as tien kan wees) vasgestel deur die Raad by skriftelike kennisgewing aan die werkgever, waarin die werknemers of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waaraan en die voorwaardes waarop dit geldig is, bepaal word;

met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of mag toelaat dat sy oortyd soos volg werk nie:—

- (i) Langer as twee uur op enige dag;
 - (ii) op meer as drie opeenvolgende dae;
 - (iii) op meer as 60 dae in enige jaar;
 - (iv) na voltooiing van haar gewone werkure langer as een uur op enige dag, tensy hy
- (a) die werknemer voor middag daarvan in kennis gestel het; of
 - (b) aan die werknemer, voor sy met oortyd moet begin, 'n toereikende ete verskaf het; of
 - (c) aan die werknemer betyds 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

(3) Dit word beskou dat 'n werknemer werk bo en behalwe enige tydperk wat hy inderdaad werk—

- (i) gedurende enige hele pouse in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele van sodanige pouse te verlaat nie; of
- (ii) gedurende enige ander tydperk wat hy binne die perseel van sy werkgever is;

met dien verstande dat as bewys word dat as enige sodanige werknemer nie gewerk het nie en vry was om die perseel gedurende enige gedeelte van enige tydperk genoem in paragraaf (ii) te verlaat, die vermoede bepaal in hierdie subartikel nie van toepassing is ten opsigte van dié werknemer betreffende daardie gedeelte van sodanige tydperk nie.

(4) Elke werkgever moet in sy inrigting in 'n plek wat vir sy werknemers maklik toeganklik is 'n kennisgewing vertoon in die vorm voorgeskryf in Aanhange B van hierdie Ooreenkoms waarin die begin- en ophoutyd van die werk vir elke dag van die week en die etensuur aangegee word.

8. KORTTYD.

(1) As dit in enige inrigting as gevolg van handelslapte gevind word dat dit onmoontlik is om voltyds te werk, moet korttyd gwerk word deur die beskikbare werk onder die werknemers wat geraak word, vir sover praktiese doenlik in enige afdeling te verdeel, en as dit nodig gevind word om werknemers te ontslaan vir wie lone in artikel (I) (i), (II), (III), (IV) (i), (V) (i), (VI) (i), (VII), (VIII), (IX) (i), (X) (i), (XI) (i), (XII) van deel II van hierdie Ooreenkoms voorgeskryf is, moet dié werknemers wat die laagste lone ontvang, eerste ontslaan word; met dien verstande dat geen werknemer as gevolg van handelslapte ontslaan mag word totdat die werkure op korttyd onder 35 per week oor 'n aaneenlopende tydperk van vier weke daal nie.

(4) No employer shall give out any work in connection with the manufacture of furniture, either in whole or in part, irrespective of the materials used, other than in premises subject to registration in terms of the Factories, Machinery and Building Work Act, 1941, or workrooms registered with the Council and used solely for work in the Furniture Industry except such out-work as is provided for in sub-clause (1) of this clause.

7. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a commercial traveller, caretaker or watchman, or in the delivery of goods or messages—

- (i) to work for more than 44 hours, exclusive meal times, in any one week; or
- (ii) to work for more than eight hours, excluding meal times, on any one day; provided that in any factory in which—
 - (a) 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
 - (b) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (iii) 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 period of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (iv) who is a female to work—
 - (a) between six o'clock p.m. and six o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in any week.

(2) Notwithstanding the provisions of paragraphs (i) and (ii) of sub-clause (1) of this clause and save as is provided in clause 9 of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (i) ten hours; or
- (ii) a number of hours (which may exceed ten) fixed by the Council in 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—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year;
- (iv) after completion of her ordinary hours for more than one hour on any day unless he has—
 - (a) given notice thereof to such employee before midday; or
 - (b) provided such employee with an adequate meal before she has to commence overtime; or
 - (c) paid such employee an allowance of 1s. 6d. in 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 which he is actually working—

- (i) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (ii) during any other period during 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 (ii), 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 B of this Agreement specifying the starting and finishing time of work for each day of the week and the meal hour.

8. SHORT TIME.

(1) If owing to slackness of trade in any establishment, it is found impossible to work full time, short-time shall be worked by distributing the work available amongst the employees effected as far as practicable in any section and should it be found necessary to dismiss any employees for whom wages are prescribed in sections (I) (i), (II), (III), (IV) (i), (VI) (i), (VII), (VIII), (IX) (i), (X) (i), (XI) (i), (XII) of Part II of this Agreement, the employees to be dismissed first shall be those earning the lowest wages; provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short time fall below 35 per week over a continuous period of four weeks.

Vir die toepassing van hierdie klousule beteken „afdeling” enige van die volgende werkzaamhede: Met die hand of masjiene poleer, meubelsajienbewerking, meubelmakery, stofsteer, fineer, rame maak, beddegoed maak.

(2) 'n Werknemer wat hom op enige dag by die gewone beginnyd van die inrigting vir diens aanmeld, en vir wie geen werk beskikbaar is nie, moet minstens vier uur se loon ten opsigte van dié dag betaal word, tensy hy voorheen deur sy werknemer in kennis gestel is dat sy dienste nie op die betrokke dag nodig sou wees nie.

(3) Die bepaling van hierdie klousule is nie op vakleerlinge van toepassing nie.

9. BETALING VAN BESOLDIGING.

(1) Alle verskuldigde besoldiging moet weekliks tussen 4.30 nm. en 5.45 nm. op die betaaldag of by diensbeëindiging indien dit voor die gewone betaaldag val, in kontant betaal word. Die betaaldag van elke inrigting is Vrydag in elke week, uitgesonder wanneer Vrydag 'n dag is waarop nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

(2) Alle verskuldigde besoldiging moet aan werknemers oorhandig word in verséelde koeverte waarop die naam van die werkgever verskyn, asook die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is.

(3) Vir die opleiding van 'n werknemer mag die werkgever geen premie vorder of aanneem nie.

(4) Van die bedrag van 'n werknemer verskuldig, mag geen bedrag bereken vir skade aan materiaal of wat ook al, uitgesondert die volgende, afgetrek word nie:—

- (i) Indien 'n werknemer van die werk afwesig is, 'n pro rata bedrag vir die duur van sodanige afwesigheid;
- (ii) met skriftelike toestemming van die werknemer, bedrae vir siekte-, versekering-, vakverenigingsledegeld, pension- of ander soortgelyke fondse;
- (iii) bydraes ingevolge artikel 17 van hierdie Ooreenkoms;
- (iv) enige bedrag wat deur 'n werkgever volgens voorskrif van enige wet, ordonnansie of regsgeding ten behoeve van 'n werknemer betaal moet word.

10. OORTYD.

(1) Alle tyd gewerk bo die weeklike of daelikse ure bepaal in klousule 7 (1) van hierdie Ooreenkoms of buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (4) van hierdie Ooreenkoms vertoon moet word, moet as oortyd beskou word en moet, onderworpe aan die bepaling van sub-klousule (2) soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:—

- (i) Vir enige tyd na die gewone ophoutyd en tot 10 nm. op enige dag vanaf Maandag tot Vrydag of tot 6 nm. op Saterdag, gewerk teen die skaal van $1\frac{1}{2}$ maal die urloon van die betrokke werknemer;
- (ii) vir enige tyd tussen 10 nm. en die gewone beginnyd van Maandag tot Vrydag of na 6 nm. op Saterdag of enige tyd op Sondag gewerk, teen tweemaal die uurskaal van die betrokke werknemer; met dien verstande dat vir werk op Sondae verrig, die werknemer minstens tweemaal 'n volle dag se loon betaal moet word. Vir tyd gewerk op Goeie-Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van elkeen van die dae, teen dubbel die uurskaal van die betrokke werknemer;
- (iii) vir alle ure gewerk bo en behalwe die daelikse ure bepaal in klousule 7 (1) van die Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (i) en (ii) van hierdie klousule betaalbaar is nie, teen $1\frac{1}{2}$ maal die uurskaal;
- (iv) vir alle ure bo en benewens 44 per week, teen $1\frac{1}{2}$ maal die uurskaal.

(2) Indien oortyd wat op 'n daelikse basis bereken is, verskil van oortyd wat op 'n weeklike basis bereken is, moet die basis wat vir die betrokke werknemer die gunstigste is, aangeneem word.

(3) Ondanks die bepaling van subklousule (1) van hierdie klousule, mag geen oortyd gewerk word nie, tensy die betrokke werkgevers eers vooraf die skriftelike toestemming van die Raad verkry het.

In dringende gevalle mag die sekretaris van die Raad, onderworpe aan die Raad se goedkeuring, hierdie toestemming verleen.

11. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG.

'n Werknemer wat op die aanvangsdatum van hierdie Ooreenkoms 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet, solank hy in diens by dieselfde werkgever bly en dieselfde klas werk verrig, 'n loon wat minstens gelyk is aan die loon wat hy op die datum ontvang, betaal word op voorwaarde dat die Raad 'n vermindering van sodanige hoër loon kan magtig tot die bedrag wat in hierdie Ooreenkoms vir 'n werknemer bepaal is.

12. LEWENSKOSTETOELAE.

(1) Benewens enige besoldiging betaalbaar aan werknemers kragtens hierdie Ooreenkoms, moet elke werkgever aan sodanige werknemers lewenskostetoelae van 76 persent van die voorgeskreve urloon betaal.

For the purpose of this clause, “section” shall mean any of the following occupations: Polishing by hand or machine, furniture machining, furniture making, upholstering, veneering, frame-making, bedding making.

(2) 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.

(3) The provision of this clause shall not apply to apprentices.

9. PAYMENT OF REMUNERATION.

(1) All remuneration due shall be paid in cash weekly between 4.30 p.m. and 5.30 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 shall be the last working day preceding Friday.

(2) All remuneration due shall be handed to employees in sealed envelopes bearing on the outside the name of the employer, the date of payment, the name or number of the employee and the amount of money contained therein and how such amount is arrived at.

(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 amount due to an employee:—

- (i) Where an employee is absent from work, a pro rata amount for the period of such absence.
- (ii) With the written consent of the employee, deductions for sick insurance, trade union subscription, pension or other similar funds.
- (iii) Contributions in terms of clause 17 of this Agreement.
- (iv) Any amount paid by an employer compelled by any law, ordinance, or legal process to make payment on behalf of an employee.

10. OVERTIME.

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

(i) 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 half times the hourly rate of the employee concerned.

(ii) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays or any time worked on Sundays at double the hourly rate of the employee concerned; provided that for work performed on Sundays the employee shall be paid at least twice a full day's remuneration. 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 due in respect of each of these days at double the hourly rate of the employee concerned.

(iii) For all hours worked in excess of the daily hours laid down in clause 7 (1) of the Agreement in respect of which no overtime is payable under paragraphs (i) and (ii) of this clause at one and a half times the hourly rate.

(iv) For all hours in excess of 44 per week at one and a half times the hourly rate.

(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, no overtime may be worked unless the employer concerned has obtained the prior permission of the Council in writing.

In cases of urgency the Secretary of the Council concerned may issue this permission, subject to confirmation by the Council.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who at the date of the 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 to the amount prescribed in this Agreement for such employee.

12. COST OF LIVING ALLOWANCE.

(1) In addition to any remuneration payable to employees in terms of this Agreement, every employer shall pay to such employees a cost of living allowance of 76 per cent of the prescribed hourly wage.

(2) Indien enige werknemer op korttyd op enige dag geplaas word, moet die lewenskostetoeleae vir 'n gewone werkdag aan hom betaal word ongeag die getal ure deur hom gwerk. Indien 'n werknemer glad nie op enige dag werk nie, moet geen lewenskostetoeleae ten opsigte van daardie dag aan hom betaal word nie.

Ingeval daar van 'n werknemer vereis word om oortyd te werk moet hy, benewens die oortydscale voorgeskryf in klosule 10, 'n lewenskostetoeleae betaal word bereken op die voorgeskrewe uurloon vir sodanige tyd gwerk.

13. VAKANSIEDAE.

Die volgende voorwaardes moet nagekom word deur alle werkgewers en werknemers:—

(1) Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag is besoldigde vakansiedae. Elke werknemer moet vir elkeen van hierdie vakansiedae, ondanks die feit dat hulle op 'n Saterdag kan val, betaling ontvang teen die skaal van $8\frac{1}{2}$ maal sy urskaal afgesien van die feit of die inrigting waar hy in diens is, 'n vyf- of sesdae week werk. Alle werknemers is op Meidag op verlof sonder besoldiging geregtig.

(2) Alle inrigtings moet van 24 Desember tot 9 Januarie (albei datums inbegrepe) gesluit wees.

(3) (i) Elke werkewer moet ten opsigte van elke week 'n bedrag gelyk aan 8% (agt persent) van die werklike besoldiging wat gedurende daardie week deur elkeen van sy werknemers verdien is, aan 'n vakansiefonds inbetaal; met dien verstande dat as 'n werknemer op korttydwerk geplaas word of van die werk of wegblie weens siekte en op versoek van die werkewer in staat is om 'n doktersertifikaat te toon, die werkewer 8% (agt persent) van die voorgeskrewe loon wat die werknemer sou verdien het as hy voltyds in diens gebly het, moet betaal; met dien verstande dat die bydrae van 8% (agt persent) ten opsigte van siekte nie vir enige tydperk van meer as 30 dae in enige afsonderlike jaar betaal hoef te word nie. Wanneer sodanige betaling gedoen word, moet die werkewer 'n staat verstrek in die vorm van Aanhengsel A van dié Ooreenkoms.

(ii) Bedrae betaalbaar ingevolge paragraaf (i) hiervan moet voor of op die 10de dag van elke maand wat op dié volg ten opsigte waarvan hulle verskuldig is, aan die Sekretaris van die Raad betaal word.

(iii) Bedrae betaalbaar ingevolge paragraaf (i) hiervan moet deur die werkewer betaal word, benewens enige lone of oortydbetaling betaalbaar aan 'n werknemer ingevolge hierdie Ooreenkoms, en mag nie van die lone of oortydbetaling van sodanige werknemer afgetrek word nie.

(iv) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie betalings aan die vakansiefonds ingevolge paragraaf (i) hiervan gedoen word, asook van die bedrag wat aan die vakansiefonds ten opsigte van hom betaal word.

(v) Die vakansiefonds moet aangewend word om die bedrag wat deur die werkewer bygedra is, op die volgende grondslag en op die volgende tydperke aan werkewers uit te betaal:—

Tussen 8 en 23 Desember moet elke werknemer die bedrag betaal word wat ingevolge paragraaf (i) hiervan in die sentrale fonds inbetaal is ten opsigte van die jaar wat eindig op die eerste betaaldag in November.

(vi) Die Raad mag van die geld wat tot die vakansiefonds bygedra is, van tyd tot tyd op vase deposito of op aanvraag by 'n bank of geregistreerde bouvereniging belê, en rente wat aan sulke beleggings gekweek word, moet die algemene fonds van die Raad toekom ter vergoeding van die Raad se bestuur van die fonds.

14. VERSKAFFING VAN GEREEDSKAP.

Skrynwelkersbanke, klampe, handskroewe, lypotte en alle kwaste moet deur die werkewer verskaf word.

Die werkewer moet vir eie rekening die gereedskap van die skrynwelkers in sy diens teen verlies of vernieling deur brand verseker. In hierdie verband is elke skrynwelker verplig om op versoek 'n inventaris van die gereedskap voor te le en om verder dié inligting wat van tyd tot tyd deur die versekeraars ten opsigte van die genoemde gereedskap vereis word, te verstrek.

15. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms om enige goeie en voldoende rede verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling geldig is; met dien verstande dat die Raad, na goedunke en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystelling sertifikaat kan terugtrek, op die tydperk waarvoor vrystelling verleent is, verstryk het of nie.

(2) Should any employee be placed on short-time on any day, the cost of living allowance for an ordinary working day shall be paid to him irrespective of the number of hours worked by him. Should an employee not work at all on any day, no cost of living allowance shall be paid in respect of that day.

Should an employee be required to work overtime, he shall, in addition to the overtime rates prescribed in clause 10, receive a cost of living allowance calculated on the prescribed hourly rate for such time worked.

(3) The allowance payable in terms of this clause shall be included in the remuneration paid weekly as provided in clause 9 (1) of this Agreement.

13. HOLIDAYS.

The following conditions shall be observed by all employers and employees:—

(1) Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays. Every employee shall receive payment for each of these holidays, notwithstanding that they may fall on a Saturday, at the rate of $8\frac{1}{2}$ times his hourly rate irrespective of the fact whether the establishment in which he is employed is working a five or six day week. All employees shall be entitled to leave without pay on May Day.

(2) All establishments shall close from the 24th December to the 9th January (both days inclusive).

(3) (i) Every employer shall pay in respect of each week into a holiday fund a sum equal to 8% (eight per cent) of the actual remuneration earned by each of his employees during that week; provided that if any employee is placed on short-time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay 8% (eight per cent) of the remuneration that the employee would have earned had he remained in full-time employment; provided that the contribution of 8% (eight per cent) in respect of illness need not be paid for any period in excess of 30 days in any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A of this Agreement.

(ii) Amounts payable in terms of paragraph (i) hereof shall be paid not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council.

(iii) Amounts payable in terms of paragraph (i) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.

(iv) The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (i) hereof to the holiday fund and the amount paid to the holiday fund in respect of him.

(v) The holiday fund shall be utilised for the purpose of distribution to employees the amount contributed by the employer on the following basis and operating over the following periods:—

Between the 8th and 23rd December, each employee shall be paid the amount paid into the holiday fund in terms of paragraph (i) hereof in respect of him during the year ending on the first pay day occurring in November.

(vi) The Council may invest any of the moneys contributed to the holiday fund from time to time on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the fund.

14. PROVISIONS OF TOOLS.

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

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 good 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 one 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) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die voorsitter en die Sekretaris van die Raad onderteken is en waarin vermeld word—

- (i) die naam van die betrokke persoon voluit;
- (ii) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (iii) die voorwaardes wat ingevolge die bepalings van subklousule (2) van hierdie klousule vasgestel is waarop die vrystelling verleen is; en
- (iv) die tydperk waarvoor die vrystelling geldig is;
- (v) die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (i) alle sertifikate wat uitgereik word, in volgorde nommer;
- (ii) van elke sertifikaat wat uitgereik word, 'n afskrif behou; en
- (iii) wanneer vrystelling aan 'n werkneemster verleen word, 'n afskrif van die sertifikaat aan die betrokke werkewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

(5) Die Raad kan vrystelling van die bepalings van subklousule 25 (1) van hierdie Ooreenkoms aan werkgewers verleen ten opsigte van enige familiebetrekking of enige werkneemster wat in 'n toesighoudende hoedanigheid in diens is.

16. LEERLINGSKAPSERTIFIKATE.

Ondanks die verstrekking van enige vorige ooreenkoms vir die nywerheid behou die Raad beheer oor alle of enige leerlingskapsertifikate, uitgereik ingevolge sodanige vorige ooreenkoms, totdat dié sertifikate met verloop van tyd verval of andersins deur die Raad ingetrek of herroep is.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te dek, moet elke werkewer weekliks 8d. van die loon van elkeen van sy werkneemsters (uitgesonderd vakleerlinge, leerlinge en kantoorwerkneemsters) vir wie 'n loon van £3. 8s. of meer per week voorgeskryf is, aftrek, en 3d. per week van die loon van elkeen van sy werkneemsters (uitgesonderd vakleerlinge en leerlinge) vir wie 'n loon van minder as £3. 8s. per week voorgeskryf is; met dien verstande dat geen korting gemaak word waar die totale weeklikse besoldiging hoogstens 20s. is nie.

Die werkewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 10de dag van elke maand, aan die sekretaris van die Raad stuur tesame met sy loonregister of 'n uittreksel daarvan waarin die name van die werkneemsters en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, vermeld word.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkewer moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge enige vorige ooreenkoms gedoen het nie, en elke werkewer wat na daardie datum in die Nywerheid kom, moet binne een maand na hy met werkzaamhede begin het, onderstaande besonderhede, wat skriftelik en dierbaar die werkewer onderteken moet wees, aan die sekretaris van die Raad stuur:

- (i) Naam voluit (ingeval die besigheid 'n maatskappy of vennootskap is, moet die naam van die verantwoordelike bestuurder en/of vennote voluit verstrek word).
- (ii) Adres waar die besigheid gedryf word en die woonadres van die persone genoem in subklousule (1) (i) van hierdie artikel.
- (iii) Ambag of ambagte wat hy in die nywerheid beoefen.
- (iv) Name van sy werkneemsters en bedrywe waarin hulle in diens is.

(2) Ingeval die werkewer 'n vennootskap is, moet die inligting ooreenkostig subklousule (1) van hierdie klousule ten opsigte van elke vennoot asook die naam waaronder die vennootskap besigheid dryf, verstrek word.

(3) Elke werkewer moet die Raad skriftelik in kennis stel van enige verandering van die besonderhede wat ingevolge subklousule (1) van hierdie klousule verstrek is en sodanige kennisgewing moet binne 14 dae na sodanige verandering geskied.

19. WERKENDE EIENAARS EN VENNOTE.

Alle werkende eienaars en/of vennote moet die erkende ure vir werkneemers in hierdie Ooreenkoms bepaal, naamlik, ongeag of enige persoon in die betrokke inrigting in diens is.

20. VERTONING VAN OOREENKOMS.

Elke werkewer moet op 'n opvallende plek in sy inrigting wat maklik toeganklik vir sy werkneemers is, 'n leesbare kopie van hierdie Ooreenkoms in die vorm van 'n plakkaart, en in die vorm voorgeskryf in die regulasies van die Wet, in albei amptelike tale opplak en opgeplak hou.

21. BYHOU VAN REGISTERS.

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

Elke werkewer moet aan enige van sy werkneemers wat verteenwoordigers op die Raad is, elke redelike fasilitet verleen om sy pligte in verband met vergaderings van die Raad te vervul.

(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—

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
- (iv) the period for which the exemption shall operate;
- (v) the reason for the exemption being granted.

(4) The Secretary of the Council shall—

- (i) number consecutively all licences issued;
- (ii) retain a copy of each licence issued; and
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the nearest Divisional Inspector of the Department of Labour.

(5) The Council may grant exemption from the provisions of clause 25 (1) of this Agreement to employers in respect of any relative or in respect of any employee engaged in a supervisory capacity.

16. LEARNERSHIP CERTIFICATES.

Notwithstanding the expiry of any previous agreements 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 8d. per week from the wages of each of his employees (other than learners, apprentices and office employees) for whom a wage of £3. 8s. or more is prescribed and 3d. per week from the wages of each of his employees (other than learners and apprentices) for whom a wage of less than £3. 8s. per week is prescribed; provided that no deduction shall be made in cases where the total weekly remuneration does not exceed 20s.

To the amount so deducted the employer shall add a like amount and forward 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 names of employees and period worked and the amount earned 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 operations by him forward to the Secretary of the Council, the following particulars, which shall be in writing and signed by the employer:—

- (i) Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished).
- (ii) Address where the business is carried on and the residential address of the persons referred to in sub-clause (1) (i) of this section.
- (iii) Trade or trades carried on by him in the Industry.
- (iv) 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) 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.

19. WORKING PROPRIETORS AND PARTNERS.

All working proprietors and/or partners shall observe the recognised hours prescribed for employees in this Agreement, irrespective of whether any persons are employed in the establishment concerned.

20. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment a legible copy of this Agreement, in the form of a placard and in the form prescribed in the regulation under the Act in both official languages and in a conspicuous place where it is readily accessible to his employees.

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.

Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

23. TOEPASSING VAN OOREENKOMS.

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

24. AGENTE.

(1) Die Raad moet een of meer aangewese persone aanstel as agente om by die toepassing van die bepalings van hierdie Ooreenkoms behulpzaam te wees.

Die agent moet die reg hê om—

- (i) enige perseel of plek waar die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike aanleiding het om te glo dat enigeen daarin werkzaam is;
- (ii) elke werknemer wat hy of in die omtrek van die perseel of plek vind, na goeddunke, alleen of in die teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te eis om die vrac wat gestel word, te beantwoord;
- (iii) te eis dat enige kennisgewing, boek, lys of geskrif wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word, en om dit te ondersoek en na te gaan en 'n afskrif daarvan te maak;
- (iv) te eis dat alle betaalstate of boeke waarin verslag gehou word van die werklike besoldiging wat elke werkneemer betaal is, voorgelê 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) Elke persoon vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al die gemelde faciliteite verleen.

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Lede van die vakvereniging stem in om slegs van lede van die werkgewersorganisasie werk aan te neem, en lede van die werkgewersorganisasie stem in om slegs lede van vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is nie as 'n werkewer of werkneemer volgens die mening van die Raad lidmaatskap van 'n party van hierdie Ooreenkoms sonder grondige rede geweier is; met dien verstande verder dat elkeen wat voel dat hy veronreg is deurdat die Raad 'n besluit van die partye onderskryf het, die feite aan die Minister van Arbeid kan voorlê, en indien die Minister na raadpleging met die Raad aldus besluit, is hierdie subklousule, met ingang van die datum deur die Minister bepaal, nie op daardie persoon van toepassing nie en moet die veronregte persoon en die Raad van hierdie datum in kennis gestel word.

(2) Vir die doel van hierdie klousule, beteken lidmaatskap 'n lid kragtens die konstitusie van die vakvereniging of werkgewersorganisasie.

(3) Die voorlegging van 'n kaart en/of sertifikaat wat deur die sekretaris van die betrokke organisasie onderteken is, is bewys van lidmaatskap van enige van die vakverenigings of werkgewersorganisasies.

Sowel die vakvereniging as die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle bedankings, uitsettings en skorsings van lede van hul onderskeie organisasies. Na ontvangs van sulke lyste, moet die sekretaris van die Raad die lid of lede, van die betrokke organisasie in kennis stel dat sy kaart en/of sertifikaat van lidmaatskap nie langer vir die doel van hierdie klousule geldig is nie.

Hierdie klousule is nie van toepassing op persone wat volgens die mening van die Raad lidmaatskap van 'n party van hierdie Ooreenkoms sonder grondige rede geweier is en die applikant die Raad van die weiering in kennis gestel het nie.

(4) Die bepalings van hierdie klousule is nie op kantoorwerknemers van toepassing nie.

(5) Die bepalings van hierdie klousule is nie van toepassing ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnekomb nie; met dien verstande dat indien 'n immigrant te eniger tyd na die eerste dire maande na die aanvang van sy diens in die Nywerheid, 'n uitnodiging van die betrokke vakvereniging tot lidmaatskap daarvan geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

26. LONE.

Behoudens die bepalings van artikels 9, 10, 13, 16 en 17 van hierdie Ooreenkoms, mag geen werkewer aan 'n werkneemer laer lone betaal en geen werknemer mag laer lone aanneem as wat in deel II van die Ooreenkoms bepaal is nie.

27. INDIENSNEMING VAN MINDERJARIGES.

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

28. LEERLINGE.

(1) Geen werkewer mag enige werkneemer as leerling in diens neem nie, tensy dié werkneemer in besit is van 'n sertifikaat wat deur die Raad uitgereik is en waarby sy indiensneming as sodanig gemagtig word.

(2) Aansoek om toestemming om as leerling te werk, moet op die voorgeskrewe vorm aan die Raad gerig word, tesame met 'n doktersertifikaat op die vorm voorgeskryf in Aanhangsel C. Die koste van die mediese ondersoek moet deur die Raad gedra word.

23. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions 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 agents shall have the right to—

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remunerations paid to each employee.

(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.

25. EMPLOYMENT OF TRADE UNION LABOUR.

(1) Members of the trade union agree to accept employment with members of the employers' organisation only and members of the employers' organisation agree to employ members of the trade union only; provided that this clause shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause; provided further that any person who feels aggrieved by the Council's decision in confirming any decision of the parties may bring the facts to the notice of the Minister of Labour and if the Minister, after consultation with the Council, so decides this sub-clause shall not apply in relation to such person with effect from a date specified by the Minister which date shall be notified to the aggrieved person and the Council.

(2) For the purpose of this clause membership shall mean a member in terms of the constitution of the trade union or employers' organisation.

(3) Proof of membership of the trade union or employers' organisation shall be the production of a card and/or certificate signed by the Secretary of the organisations concerned.

Both trade union 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 this card and/or certificate of membership is no longer valid for the purpose of this clause.

This clause shall not apply to persons who are in the opinion of the Council refused membership of a party to this Agreement without reasonable cause and the applicant has reported such refusal to the Council.

(4) This clause shall not apply to office employees.

(5) 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 Union 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 union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

26. WAGES.

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

27. EMPLOYMENT OF MINORS.

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

28. 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 medical certificate in the form prescribed in Appendix C. The cost of the medical examination to be borne by the Council.

(3) Die sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk, 'n sertifikaat uitreik waarin vermeld word die naam van die werknemer, ouderdom, minimum, loon aan hom betaalbaar, die naam van die werkgever en die tydperk waarvoor die toestemming geldig is; met dien verstande dat die Raad, as hy dit wenstlik ag, en as die bepalings van subklousule (7) van hierdie klousule nie meer van toepassing is nie, en nadat aan die werkgever en die werknemer een week vooraf skriftelik kennis gegee is, enige sertifikaat wat ingevolge hierdie subklousule uitgereik is, kan intrek, of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

(4) 'n Duplikaat van elke sertifikaat, uitgereik ooreenkomsdig subklousule (3) van hierdie klousule, moet verstrek word aan die werkgever, wat dit, sodra dit nie meer van krag is nie, aan die Raad moet terugstuur.

(5) Ten einde die minimum loon betaalbaar aan 'n leerling vas te stel, moet die duur van al sy vorige diens in die Nywerheid na die goeddunke van die Raad in aanmerking geneem word en die loonskaal moet aangedui word in die sertifikaat wat ingevolge subklousule (1) deur die Raad uitgereik word.

(6) (i) 'n Leerling moet gedurende sy leerlingskap nie langer as drie maande, sonder goedkeuring van die Raad, in verband met dieselfde werksaamheid in diens wees nie.

(ii) Leerlingskappe in die vervaardiging van beddegoed word toegestaan ten opsigte van ondervermelde groepse werksaamhede:—

(a) Draadvlegwerk;

(b) Die vervaardiging van matrassen.

(iii) Leerlingskappe in naaiers- of naaisterwerk word toegestaan ten opsigte van onderstaande werksaamhede:—

(a) Glipsteekwerk, stik en inmekarsit van oortrekke, klappe, kussings, koarde, gordynvalle, peule of gordyne;

(b) Die uitsny van matrasslope en -oortreksels en bedkussings.

(7) (i) Die Raad kan op aansoek die indiensneming van leerlinge in die volgende verhoudings magtig:—

(a) Twee leerlinge vir elke vyf werknemers wat die lone ontvang wat in artikel (I), (II), (III), (IV), (V), (VI), (VII), (VIII), (IX) (i) van deel II van hierdie Ooreenkoms bepaal word.

(b) Een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede genoem in subklousules (XI) (i) en (XIII) (i) van deel II van dié Ooreenkoms.

(c) Een meerderjarige leerling vir elke drie vakmanstoofferders wanneer hulle ateljee-rusbanke maak.

(ii) As die Raad daarvan oortuig is dat daar vir die opleiding van leerlinge behoorlike fasilitete bestaan en die vereiste aantal volwassenes en/of werknemers wat die lone geneem in paragraue (a) en (b) nie beskikbaar is nie, mag die getalleverhouding van leerlinge verhoog word.

(8) Die Raad kan, indien hy oortuig is dat behoorlike opleidingsfasilitete nie verskaf word nie, of op grond van enige ander goeie en voldoende rede, enige sertifikaat, wat kragtens hierdie klousule uitgereik is, terugtrek, of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

(9) Die bepaling van subklousule (7) (i) is nie van toepassing op inrigtings wat nie vir 'n ononderbroke tydperk van twaalf maande bestaan het nie of ten opsigte waravan die Raad goeie en voldoende rede het om te glo dat onvoldoende opleidingsfasilitete bestaan vir enige applikant om leerlingskap.

(10) Die leerlingtydperk vir die klas werk genoem in paragraaf (a) van subklousule 7 (i) hiervan, is vier jaar, met dié voorbehoed dat die leertyd in die vervaardiging van ateljee-rusbanke hoogstens twee jaar mag wees nie.

(b) Die leerlingtydperke vir die klaswerk wat in paragraue (ii) en (iii) van subklousule (6) hiervan genoem word, moet twee jaar duur.

29. VOOR- EN NAMIDDAGPOUSES.

Elke werknemer moet 'n pause van 10 minute sowel in die voormiddag as in die namiddag van elke dag toegestaan word wat as gewerk gereken moet word.

30. LEDEGELD AAN 'N WERKERSUNIE OF VAKVERENIGING.

Enige werkgever kan na keuse en met toestemming van die werknemer van die loon aan laasgenoemde verskuldig, dié bydraes aftrek wat die werknemer vrywillig besluit om aan die fondse van die vakvereniging by te dra.

31. WERKNEMERS WAT VIR MEER AS EEN WERKSAAMHEID IN DIENS IS.

'n Werknemer wat gedurende enige afsonderlike dag werk verrig waarvoor verskillende loonskale voorgeskryf is, moet vir al die ure wat op dié dag gewerk word, teen die hoogsteloon van toepassing op sodanige werk betaal word.

32. VERMINDERING VAN LONE.

(1) Geen werknemer mag, terwyl hy by 'n werkgever in diens is, aan dié werkgever 'n geskenk, bonus, lening, waarborg of terugbetaling, in kontant of *in natura* gee wat in werklikheid 'n vermindering van die lone wat ingevolge hierdie Ooreenkoms aan sodanige werknemer betaal moet word, bereken nie en geen sodanige werkgever mak dit van sodanige werknemer aanneem nie.

(2) Van geen werknemer mag as deel van sy dienskontrak vereis word om by sy werkgever of by enige plek aangewys deur sy werkgever, te losseer of in te woon, of om enige goedere van sy werkgever te koop of enige eiendom van hom te huur nie.

(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 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 the 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 approval of the Council.

(ii) The groups of operations in respect of which learnerships in bedding making shall be granted are—

(a) the weaving of spring wire mesh;

(b) the making of mattresses.

(iii) The operations in respect of which learnership in seamsters' or seamstresses' work shall be granted are—

(a) Slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains;

(b) the cutting of mattress cases and covers and pillows.

(7) (i) The Council may, on application authorise the employment of learners in the following ratios:—

(a) Two learners for every five employees in receipt of the wage specified in sections (I) (i), (II), (III), (IV), (V) (i), (VI) (i), (VII), (VIII), (IX) (i) of Part II of this Agreement.

(b) One learner to each three adult employees engaged in the group of operations referred to in clauses (XI) (i) and (XIII) (i) of Part II of this Agreement.

(c) One major learner to every three journeymen upholsterers when employed in studio couch making.

(ii) Where the Council is satisfied that proper facilities exist for the training of learners, and the requisite number of adults and/or employees in receipt of the wages specified in paragraphs (a) and (b) in this sub-clause is not available, the ratio of learners may be extended.

(8) The Council shall have the right, when it is satisfied the proper facilities for training is 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.

(9) 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 good and sufficient reason to believe have inadequate facilities for training any applicant for learnership.

(10) (a) The period of learnership for the class of work referred to in paragraph (a) of sub-clause 7 (i) hereof, shall be four years, provided that the period of learnership in studio couch making shall not exceed two years.

(b) The period of learnerships for the class of work referred to in paragraphs (ii) and (iii) of sub-clause (6) hereof shall be two years.

29. 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.

30. SUBSCRIPTION TO WORKERS' UNION OR TRADE UNION.

Any employer at his option and with the consent of the employee may deduct from the wages due to the latter such contributions as the employee may on a voluntary basis decide to contribute to the funds of the trade union.

31. 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 applicable to such work.

32. ABATEMENT OF WAGES.

(1) No employee shall, while in the employ of an employer, give to, and no such employee shall receive from such employer 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) 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.

33. DIENSBEEINDIGING.

(1) Een uur se kennisgewing moet deur die werkgever of werknemer gegee word om 'n dienskontrak te beëindig; met dien verstaande dat dit nie die reg van 'n werkgever of 'n werknemer raak om 'n kontrak sonder enige kennisgewing om enige goeie rede te beëindig wat by wet as voldoende erken word nie.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule kan 'n werkgever en 'n werknemer ooreenkoms om voorstiening te maak vir 'n langer tydperk van kennisgewing as een uur, en mits sodanige ooreenkoms op skrif is, is versuum om soodane reëling na te kom 'n oortreding van hierdie klousule.

(3) 'n Werkgever kan 'n werknemer 'n uur se loon betaal vir en in plaaas van die voorgeskrewe tydperk van kennisgewing, of in die geval van enige ooreenkoms aangegaan vir 'n langer tydperk van kennisgewing, 'n loon vir sodanige langer tydperk van kennisgewing.

34. VERBOD OP INDIENSNEMING.

Ondanks andersluidende bepalings in hierdie Ooreenkoms ont-hof geen bepaling wat die indiensneming of diensverskaffing van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, die werkgever van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy verplig sou wees om te betaal of na te kom indien die indiensneming of diensverskaffing nie verbied is nie, en die werkgever moet steeds die besoldiging betaal en die voorwaardes nakom asof die indiensneming of diensverskaffing nie verbied is nie.

35. INDIENSNEMING VAN HANDSKUURDERS, BEITERS EN/OF TAPPENKLOPPERS.

(1) Geen werkgever mag enige werknemer in diens neem as 'n handskuurder,beitser of tappenklopper nie tensy sodanige werknemer in besit is van 'n sertifikaat deur die Raad uitgereik en wat sy indiensneming in sodanige hoedanigheid magtig.

(2) 'n Duplikaat van elke sertifikaat van toestemming wat ingevolge hierdie artikel uitgereik is, moet aan die werkgever verskaf word wat dit aan die Raad moet stuur wanneer dit nie meer in werking is nie.

36. BASIS VAN BESOLDIGING.

Betaling vir alle werk gedoen, geskied teen die loonskaal voorgeskryf vir die werksaamheid of werksaamhede verrig, en is nie gebaseer op die tegniese bedrevenheid of kwalifikasies van die betrokke werknemer nie.

37. UURSKAAL.

Ondanks andersluidende bepalings in hierdie Ooreenkoms moet vir alle werk deur werknemers verrig, teen 'n uurskaal betaal word wat in klousule 3 omskryf word.

33. TERMINATION OF EMPLOYMENT.

(1) 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 good cause recognised by law as sufficient.

(2) Notwithstanding the provisions of sub-clause (1) of this clause, an employer and employee may agree to provide for a longer period of notice than one hour and provided such agreement is confirmed, in writing, failure to comply with such arrangement shall be a contravention of this clause.

(3) An employer may pay to an employee an hour's wages for and in lieu of the prescribed period of notice or in the case of any agreement entered into for longer notice, wages for such extended period of notice.

34. PROHIBITED EMPLOYMENT.

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

35. EMPLOYMENT OF HANDSANDPAPERERS, STAINERS AND/OR DOWEL-KNOCKERS.

(1) No employer shall employ any employee as a handsandpaperer, stained or dowel-knocker, unless such employee is in possession of a certificate issued by the Council authorising his employment in all such classes of work.

(2) A duplicate copy of every certificate of permission issued in terms of this section shall be furnished to the employer, who shall return it to the Council when it is no longer operative.

36. BASIS OF PAYMENT.

Payment for all work done will be at the rate of wages prescribed for the operation or operations performed, and shall not be based upon the technical skill or qualification of the employee concerned.

37. HOURLY RATE.

Notwithstanding anything to the contrary in this Agreement, all work performed by employees shall be paid for at an hourly rate as defined in clause 3.

DEEL II.

LONE.

Die lone wat vir die ondergenoemde werksaamhede voorgeskryf is, is van toepassing op Gebiede A en B ingevolge klousule 26 van deel I van die Ooreenkoms:

		Per week.
	Gebied A. £ s. d.	Gebied B. £ s. d.
(I) (i) <i>Meubels maak</i> , wat enige werksaamheid of proses in die vervaardiging en/of inmekarsit van meubels beteken, hetby in die geheel of gedeeltelik, met die hand, met handgereedskap of meganiese toestelle gedoen, maar nie die werksaamhede omvat wat in subartikel (ii) van hierdie artikel genoem word nie...	7 0 0	6 0 0
(ii) <i>Diverse werksaamhede in verband met meubels maak</i> :—		
(a) Vasbout en styf vasdraai van moere, uitgesonderd handvatsels wat daarvan vas is.....	3 0 0	3 0 0
(b) Maak en/of skerpmaak van houttappenne met die hand en/of masjien.....	2 10 0	2 6 0
(c) Houttappenne met die hand inslaan.....	2 10 0	2 6 0
(d) Skuurpapierbewerking met die hand afgesien daarvan of die artikel wat geskeur word, stilstaan of draai.....	2 10 0	2 6 0
(e) Soliede hout met die hand of met 'n meganiese proses buig.....	2 10 0	2 6 0
(f) Mowwe vir wieljies slaan.....	2 10 0	2 6 0
(g) Gate of barste in meubels met houtvulsel of soortgelyke middels vul.....	2 10 0	2 6 0
(h) Bedysters, hoopels en wieletjies inmekarsit.....	2 10 0	2 6 0
(i) Lym van meubels verwijder.....	1 17 6	1 12 6
(j) Lym meng, weeg en berei.....	1 17 6	1 12 6
(k) Die aansit van lym en lymhardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmekarsit van meubelonderdele.....	1 17 6	1 12 6
(l) Met klampwerk help, mits nie meer as een assistent deur 'n vakman gebruik word nie.....	1 17 6	1 12 6
(II) <i>In bestek bring</i> , wat beteken die bereiding van 'n plan om meubels te vervaardig, deur middel van 'n stang, plank, lat, roede of strook, gewoonlik volgens vasgestelde lengte gemaak, waarop of die hoogtes, wydtes of enige ander afmeting van die artikel wat vervaardig moet word, afgemerk is.....	7 0 0	6 0 0
(III) <i>Afmerk</i> , wat beteken die merk of skryf van meubelstukke of in die geheel of gedeeltelik volgens afmetings deur middel van duimstok, meetstok, reiplank, leipatroon, stelmasjien, of enige ander toestel, vir die doel om masjienwerk, pas of inmekarsit, te doen.....	7 0 0	6 0 0
(IV) (i) <i>Masjienbewerking van meubels</i> , wat beteken enige werksaamheid of proses verrig deur enige soort of klas masjien by die vervaardiging van meubels te gebruik, hetby in die geheel of gedeeltelik, met inbegrip van die werking van meervoudige drommasjiene, maar wat die werksaamhede uitsluit wat in subklousule (ii) van hierdie klousule genoem word.....	7 0 0	6 0 0
(ii) <i>Diverse masjienbewerkings van meubels</i> :—		
(a) Enkeldromskuurder oprig en bedien, oopbandskuurder, oopskyfskuurder, tolskuurder.....	4 12 6	4 0 0
(b) Gate boor.....	4 12 6	4 2 6
(c) Luggevulde skuurder en draagbare skuurder bedien.....	3 0 0	2 12 0
(d) Skuurpapierrolle of -skywe en -bande vir oopbandskuurder maak en las.....	1 17 6	1 12 6
(e) Herhalingsafmerk met leipatroon of patroon.....	1 17 6	1 12 6

Per week.	Gebied A.	Gebied B.
£ s. d.	£ s. d.	£ s. d.

<p>(V) (i) <i>Meubels poleer</i>, wat beteken enige werkzaamheid of proses met die hand of meganiese toestel verrig in die totstandbring van 'n gepoleerde en/of afgewerkte oppervlakte, deur middel van skellak, verf, duco, lakvernis, cellulose, vernis, enemmel, kleurstof, 'n pasta wat as 'n skuurmiddel werk en/of poleermiddel, of albei; of soortgelyke stowwe, en dit omvat die greineer en pas van kleure van alle soorte en klasse meubels, maar wat die werkzaamhede genoem in subklousule (ii) van dié klousule uitsluit..</p> <p>(ii) <i>Diverse poleerwerkzaamhede</i>:—</p> <ul style="list-style-type: none"> (a) Aansit van was..... (b) Die verf en/vul van rande van lamelhout en/of laaghout om 'n oppervlakte vir poleerwerk te berei en/of lakvernismwerk en/of greinwerk en/of pas van kleure..... (c) Die verwydering van deure en toebehore ter bereiding vir poleerwerk..... (d) Met gips of ander vulmateriaal vul..... (e) Handskuurwerk..... (f) Meubels met sure of enige ander bleikmiddel bleik..... (g) Stroop..... (h) Beits, vul, olie en/of met die hand alleen hernuwe..... (i) Metaal bespuif..... (j) Materiale deursyg..... (k) Spuittoestelle skoonmaak..... 	7 0 0 6 0 0 2 10 0 2 6 0 1 17 6 1 12 6 1 17 6 1 12 6	
<p>(VI) (i) <i>Meubels stoffer</i>, wat enige werkzaamheid of proses beteken by die bedekking van enige soort meubel, of in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit omvat o.a. die sny van alle oortreksels en los oortreksels, stik en/of met die hand las of met meganiese toestel, vlegwerk wat omvat die in posisie plaas van vlegwerk en plaasvervangers behalwe hout- of metaallatte en dwarsstawe, vul, rottang vleg, bedek, knope aanwerk, ryg, stapel, stutwerk en stopsels, eenhede aan rame heg, uitgesondert bedrame, maar wat die werkzaamhede genoem in subklousule (ii) van dié klousule uitsluit.....</p> <p>(ii) <i>Diverse stofferwerkzaamhede i.v.m. meubels</i>:—</p> <ul style="list-style-type: none"> (a) Vlegwerk en plaasvervangers, uitgesondert hout- metaallatte en dwarsstawe, in posisie plaas..... (b) Eenheid aan rame heg, uitgesondert aan bedrame..... (c) Hout- en metaallatte en dwarsstawe aan rame vir stoffering plaas..... (d) Kussings met veerbinnewerk en/of veereenhede vul..... (e) Klaarvervaardigde rottangmatte aansit..... (f) Riemwerk..... (g) Spiraalvere, nie-sak, sigsag, en/of ketting en/of hoepelyster of ander dergelyke materiaal vas-haak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir 'n bedvoetstuk of ateljee-rusbank..... (h) Klapperhaar of ander materiale met die hand uitpluis..... (i) Klapperhaar of ander materiaal met 'n masjien uitpluis..... (j) Vulmateriaal in touvorm losdraai..... (k) Bandwerk met stofferders se kraallyste..... (l) Knope en klossies maak..... (m) 'n Doekspreimasijsen laai, stoot en bedien..... (n) Met die hand of masjien klossies maak..... (o) Deurvlekte kussinkies aan veereenhede of met die hand of masjien, heg, stik of stapel..... (p) Vulmateriaal op 'n veereenhed sprei..... (q) Stofferder help deur oortreksel vas te hou..... (r) Skuiumrubber of lateks volgens grootte sny en saamvoeg..... 	7 0 0 6 0 0 7 0 0 6 0 0 5 0 0 4 5 0 5 0 0 4 5 0 4 12 6 4 0 0 2 10 0 2 6 0 2 10 0 2 6 0 1 17 6 1 12 6 1 17 6 1 12 6	
<i>Vir die toepassing van hierdie klousule en klousules (XI) en (XV) beteken 'n veereenhed 'n onafhanglike inrigting van spiraalvere of deurlopende vere so onderling verbind, verbonde of vervaardig om 'n veerfundament en/of binnewerk te verskaf vir gebruik in 'n binneveermatras-kussing, sit of enige ander bed- en/of sitstoestel.</i>		
<p>(VII) <i>Meubelsnywerk en/of houtsneewerk</i>, wat enige werkzaamheid of proses beteken, of in die geheel of gedeeltelik, gedoen met die hand, handgereedskap of meganiese toestel om 'n vorm, patroon, medaljon of kopie van enige voorwerp te maak waarvan die doel is om enige soort of klas meubels te versier of te verfraai maar met uitsluiting van die ondergenoemde werkzaamheid.....</p> <p>(i) Agtergrond van houtsneewerk stippel of pons.....</p>	7 0 0 6 0 0 2 10 0 2 6 0	
<p>(VIII) <i>Houtdraaiwerk i.v.m. meubels</i>, wat enige werkzaamheid of proses beteken, met die hand of meganiese proses gedoen in die vervaardiging van 'n afgewerkte artikel of onderdeel, of in die geheel of gedeeltelik, gebruik as, of in verband met, meubels van alle soorte.....</p>	7 0 0 6 0 0	
<p>(IX) (i) <i>Fineer van meubels</i>, wat enige werkzaamheid of proses beteken, met die hand of meganiese toestel gedoen, by oorlegwerk van alle soorte meubels en meubelonderdele, of in die geheel of gedeeltelik met fineerwerk, sny, lê, voeg, pas druk en fineer, maat wat die werkzaamhede genoem in subklousule (ii) van dié klousule uitsluit.....</p> <p>(ii) <i>Diverse fineerbedrywighede</i>:—</p> <ul style="list-style-type: none"> (a) Fineer met die hand in posisie plaas..... (b) Masjienvoegwerk sonder gombande..... (c) Perse van enige soort bedien..... (d) Vakuumsak en enige soort pers laai en ontlai..... (e) Gom- of ander bande was..... (f) Onderdele na perswerk stapel..... (g) Lym met die hand of masjien sprei..... (h) Lym verwyder..... 	7 0 0 6 0 0 } 1 17 6 1 12 6	
<p>(X) (i) <i>Leerlinge</i> in diens om die klasse werk te leer genoem in klousules (I) tot en met (IX):—</p> <p>Vir die eerste jaar diens.....</p> <p>Vir die tweede jaar diens.....</p> <p>Vir die derde jaar diens.....</p> <p>Vir die vierde jaar diens.....</p> <p>Daarna teen die skale voorgeskryf vir werknemers in klousule (I) tot en met (IX).</p>	1 0 0 1 0 0 2 0 0 2 0 0 3 0 0 3 0 0 4 0 0 4 0 0	
<p>(XI) (i) <i>Beddegoedvervaardiging</i> beteken die vervaardiging met die hand of meganiese toestel of in die geheel of gedeeltelik, van alle soorte matrassen gevul met klapperhaar, „hairlock”, vlok, kapok, katoen, watte, hare, vesel, wol, vere, gras, kaf, strooi, rubber, of enige ander soortgelyke materiaal; of enige samestelling van veerbinnewerk, alle soorte draadyvere, ketting-, en/of spiraalvere, vol spiraalvere, maasvere, spiraalvere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, oortrekke, spreie, die aanslaan en/of haak aan springveermatrasse, kettingveermasse, spiraalvere, en spiraalvere aan rame vir beddegoed, maar wat die werkzaamhede genoem in subklousule (ii) van dié klousule uitsluit..</p> <p>(ii) <i>Diverse bedrywighede i.v.m. beddegoedvervaardiging</i>:—</p> <ul style="list-style-type: none"> (1) Veermaaswerk vleg..... (2) Vulsel in matrasoortrekke of met die hand of masjien instop..... (3) Sys stik..... (4) Klosse maak, of met die hand of masjien..... (5) Randstikwerkmasjien bedien..... (6) Topstikwerkmasjien bedien..... (7) Rame en rollers vir die topstikwerkmasjien berei..... (8) Deurvlekte kussinkies aan veereenhede, of met die of masjien, heg, stik of stapel..... (9) Gestikte matrasrande aan veereenhede heg..... 	4 10 0 3 15 0 4 10 0 3 15 0	

	Per week.	Gebied A.	Gebied B.
	£ s. d.	£ s. d.	£ s. d.
(10) Vulmateriaal op 'n veereenhed sprei.....			
(11) Matrastoppe, hetsy gestik of nie, in posisie heg om 'n voorafvervaardigde binnewerk of springmatras te bou.....	4 10 0	3 15 0	4 10 0
(12) Bande aan kante van 'n matras met veerbinnewerk stik.....	4 10 0	3 15 0	4 10 0
(13) Rolkantwerk met hand of masjien.....	4 10 0	3 15 0	4 10 0
(14) Bostukke, rande en oortreksels uitsny.....			
(15) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasoortreksels, ateljee-rusbankoortrekke en onderdele.....	3 10 0	3 1 0	3 10 0
(16) Matrashandvatseis aan rande stik.....	3 10 0	3 1 0	3 10 0
(17) Randlengte saamvoeg.....	3 10 0	3 1 0	3 10 0
(18) Die bek van die matras toewerk, met die hand of masjien.....	3 10 0	3 1 0	3 10 0
(19) Bedkussings, stoelkussings en peule toewerk.....	3 10 0	3 1 0	3 10 0
(20) Bedmatrasrame met die hand vasbout.....	2 10 0	2 10 0	2 10 0
(21) Spoele vir 'n randstikwerkmasjien berei.....	2 10 0	2 6 0	2 10 0
(22) Gestikte rande volgens lengte sny.....	2 10 0	2 6 0	2 10 0
(23) Gate in matrasrande instaan.....	2 10 0	2 6 0	2 10 0
(24) Luggate- en handvatseis aan matrasrande aansit.....	2 10 0	2 6 0	2 10 0
(25) Deurylegmasjien voor.....	2 10 0	2 6 0	2 10 0
(26) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	2 10 0	2 6 0	2 10 0
(27) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....	2 10 0	2 6 0	2 10 0
(28) Matrasrame beits.....	2 10 0	2 6 0	2 10 0
(29) Hingsels aan matrasrame heg.....	2 10 0	2 6 0	2 10 0
(30) 'n Matras aan 'n matrasraam in posisie plass en heg.....	2 10 0	2 6 0	2 10 0
(31) Oë aan naalde in drukdeurstikmasjien hang.....	2 10 0	2 6 0	2 10 0
(32) Doekspreimmasjien laai, stoot en bedien.....	2 10 0	2 6 0	2 10 0
(33) 'n Pluismasjien bedien.....	2 10 0	2 6 0	2 10 0
(34) 'n Oogmaakmasjien bedien.....	2 10 0	2 6 0	2 10 0
(35) Oë aan knope of klossies heg.....	2 10 0	2 6 0	2 10 0
(36) Bedkussings, stoelkussings en peule met stowwe of materiale, uitgesondert veerbinnewerke en/of vereenhede, vul.....	1 17 6	1 12 6	1 17 6
(37) Bedkussings, stoelkussings en peule weeg.....	1 17 6	1 12 6	1 17 6
(38) Beddegoed stroop.....	1 17 6	1 12 6	1 17 6
(29) Wieltjies en mowwe aansit.....	2 10 0	2 6 0	2 10 0
(40) Ramo vir beddegoed met die hand beits en/of vernis.....	2 10 0	2 6 0	2 10 0
(41) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmekaa sit, aanslaan of vashaak, afgesien van die materiale waarvan dié rame gemaak is.....	2 10 0	2 6 0	2 10 0
(42) Ketting-, draad, hoepelyster of enige dergelike materiale vir kettingvere sny.....	1 17 6	1 12 6	1 17 6
(43) Kussings met vereenhede vul.....	5 0 0	4 5 0	5 0 0
(44) Bedysters aansit.....	2 10 0	2 6 0	2 10 0
(45) Klapperhaar of enige ander materiale met die hand uitpluis.....	1 17 6	1 12 6	1 17 6
(46) Veereenhede aan bedrame heg.....	2 10 0	2 6 0	2 10 0

(XII) Leerlinge in diens om die klasse werk te leer wat in klousule (XI) genoem word:—

Vir die eerste ses maande diens.....	1 10 0	1 5 0
Vir die tweede ses maande diens.....	2 0 0	1 15 0
Vir die derde ses maande diens.....	2 10 0	2 5 0
Vir die vierde ses maande diens.....	3 0 0	2 15 0
Daarna die loon in klousule (I) van hierdie klousule voorgeskryf.		

(XIII) (i) Meubelnaaier of -naaister, beteken werknaaier in diens in enige werkzaamheid of proses, of in die geheel of gedeeltelik, met die hand of mekaniese toestel gedoen in glipsteek, stik en/of aanmekaarvoeg van oortreksels, klappe, kussings, koerde, gordynvalle, peule of gordyne.....

3 10 0 3 1 0

(ii) Leerlinge in diens om die klas werk te leer wat in paragraaf (i) van hierdie klousule genoem word:—

Vir die eerste ses maande diens.....	1 5 0	1 0 0
Vir die tweede ses maande diens.....	1 15 0	1 10 0
Vir die derde ses maande diens.....	2 5 0	2 0 0
Vir die vierde ses maande diens.....	2 15 0	2 10 0
Daarna die lone in klousule (I) van hierdie klousule voorgeskryf.		

(XIV) Arbeid, wat beteken:—

(1) Persle skoonmaak en vee.....			
(2) Masjienerie, installasie, gereedskap en gerei skoonmaak.....			
(3) Masjiene en/of voertuie olie en smeer.....			
(4) Witkalk.....			
(5) Voertuie laai en/of aflaai.....			
(6) Maferiale hanteer.....			
(7) Voertuig of handkar stoot of trek.....			
(8) Aflewering deur handvoertuie.....			
(9) Brieue en pakkette afgeliever.....			
(10) Grondstowwe uitpak, baal en uit baale haal.....			
(11) Uitrusting skoonmaak en -blaas.....			
(12) Stoomketel, verbrander en/of oond bedien.....			
(13) Conde laai en ontlai.....			
(14) Tee of ander dergelike dranke maak.....			
(15) Die behandeling van hout vir preservering.....			
(16) Artikels in kartonne en/of kartonhouers verpak.....			
(17) Artikels in kartonne en/of kartonhouers verpak en daarna die kartonne en houers vul en sluit.....			
(18) Lym afwas en/of afvlee.....	1 17 6	1 12 6	
(19) Gebruikte stoffeerwerk en beddegoed stroop.....			
(20) Meubelmasjiens help om materiale voor en na masjienverk te hanteer.....			
(21) Metaalstawe, hingsels, metaalbuise, metaalstrokkies, draad, hoepelyster en ander dergelike materiale sny.....			
(22) Ysterboute en -stawe klink en draadsny.....			
(23) Enige soort pers bedien.....			
(24) Stoffeervre baal en indompel.....			
(25) Sorg vir stofsakke en/of sikkiones van skuurmajiene.....			
(26) Skuurskywe lym.....			
(27) In papier of karton toedraai.....			
(28) Fineerhout insit en fineerpers bedien.....			
(29) Lym en papier van geperste fineerhout verwijder, was en/of skoonmaak.....			
(30) Hoepelyster vir vlegwerk gebruik, reguit maak en/of sny.....			
(31) Kussings met stowwe of materiale vul, uitgesondert veerbinnewerke en/of vereenhede.....			
(32) Klapperhaar met die hand uitklop en/of uitpluis.....			
(33) Lym met die hand of masjiens sprei.....			
(34) Metaalstawe skoonmaak.....			
(35) Bedkussings, peule, stoelkussings en spreie weeg.....			

(XV) Diverse:—

	Per week.	Gebied A. £ s. d.	Gebied B. £ s. d.
(a) Werknemers wat swiswerk doen.....	7 0 0	6 0 0	
(b) Werknemers wat puntsweiswerk doen.....	4 6 3	4 6 3	
(c) Onderhoudswerktuigkundige vir masjinerie.....	7 0 0	6 0 0	
(d) Bestuurder van motorvoertuig.....	4 0 0	3 10 0	
(e) Versendingsklerk, magasynmeester, tydopnemer.....	4 0 0	3 10 0	
(f) Opsigter, wag.....	3 4 6	3 0 0	
(g) Verpakker.....	3 0 0	2 12 0	
(h) Leerling-verpakker.....	2 0 0	1 12 6	
(i) Metaaldele buig, deurslaan, klink, voor en/of inmekarsit.....	1 17 6	1 12 6	
(j) Werknemers in diens in verband met enigeen van die prosesse in die vervaardiging van veerbinnewerke en/of veereenhede en die vervaardiging van hul onderdele.....	2 10 0	2 6 0	

- (XVI) (i) Jeugdige manlike werknemers in diens in 'n bedryf of afdeling van 'n bedryf by die Wet op Vakleerlinge, 1944, aangewys, gedurende die gemagtigde proeftyd.....
- (ii) Alle ander jeugdiges.....

1 10 0 1 10 0
Die minimum loon voorgeskryf vir volwasse manlike werknemers vir dieselde klas werk in diens.

(XVII) Kantoorkernemers:—

Onderstaande lone is aan manlike en vroulike kantoorkernemers betaalbaar:—

Manlik:—

	Per maand.	Gebiede A en B. £ s. d.
Eerste jaar diens.....	7 0 0	
Tweede jaar diens.....	10 0 0	
Derde jaar diens.....	13 6 0	
Vierde jaar diens.....	16 10 0	
Vyfde jaar diens.....	20 0 0	
Daarna.....	23 10 0	

Vroulik:—

	Per maand.	Gebiede A en B. £ s. d.
Eerste jaar diens.....	7 0 0	
Tweede jaar diens.....	8 13 4	
Derde jaar diens.....	9 10 0	
Vierde jaar diens.....	11 10 0	
Daarna.....	13 10 0	

PART II.

WAGES.

The wages prescribed for the occupations set out hereunder, shall in accordance with clause 26 of Part I of the Agreement apply to Areas A and B:—

	Per Week.	Area A. £ s. d.	Area B. £ s. d.
(I) (i) Furniture making, which means any operations or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools, or mechanical appliances, but which excludes the operations mentioned in sub-clause (ii) of this clause.....	7 0 0	6 0 0	
(ii) Sundry furniture making operation:—			
(a) Bolting and tightening of nuts, excluding handles attached thereto.....	3 0 0	3 0 0	
(b) Making and/or pointing of wooden dowels and pins by hand and/or machine.....	2 10 0	2 6 0	
(c) Knocking in wooden dowels by hand.....	2 10 0	2 6 0	
(d) Sandpapering by hand regardless of whether the article papered is stationary or rotating.....	2 10 0	2 6 0	
(e) Bending of solid timber by hand or mechanical process.....	2 10 0	2 6 0	
(f) Knocking in or sockets for casters.....	2 10 0	2 6 0	
(g) Filling of holes or cracks in furniture with wood filler or similar substance.....	2 10 0	2 6 0	
(h) Fixing bed iron, domes and castors.....	2 10 0	2 6 0	
(i) Removing glue from furniture.....	1 17 6	1 12 6	
(j) Glue mixing, weighing and preparing.....	1 17 6	1 12 6	
(k) The applications of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts.....	1 17 6	1 12 6	
(l) Assisting in clamping or cramping provided not more than one assistant is used by a journeyman.....	1 17 6	1 12 6	
(II) Setting out, which means the preparation of a plan for the manufacture of furniture, by means of a rod, board, lath, batton or strip, generally cut to a fixed length, upon which are marked either the heights, widths or other dimensions of the article to be manufactured.....	7 0 0	6 0 0	
(III) Marking out, which means the marking or scribing of articles of furniture either in whole or in part to dimensions by means of foot rule, measuring rod, straight edge, template jig or any other device, for the purpose of machining, fitting or assembling.....	7 0 0	6 0 0	
(IV) (i) Furniture machining, which means any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, including the operation of multiple drum machines but which excludes the operations mentioned in sub-clause (ii) of this clause.....	7 0 0	6 0 0	
(ii) Sundry furniture machining operations:—			
(a) Setting up and operating single drum sander, open belt sander, open disc sander, bobbin sander.....	4 12 6	4 0 0	
(b) Boring holes.....	4 12 6	4 2 6	
(c) Operating air filled sander and portable sander.....	3 0 0	2 12 0	
(d) Making and jointing sandpaper rolls or discs and bolts for open belt sander.....	1 17 6	1 12 6	
(e) Repetitive marking by template or pattern.....	1 17 6	1 12 6	
(V) (i) Furniture polishing, which means any operation or process performed by hand or mechanically in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain: a paste which acts as an abrasive, and/or polisher, or both; or similar substances, and shall include the graining and matching of colours or all types and classes of furniture, but which excludes the operations mentioned in sub-clause (ii) of this clause..	7 0 0	6 0 0	

		Per Week.
	Area A. £ s. d.	Area B. £ s. d.
(ii) <i>Sundry polishing operation:</i> —		
(a) Waxing.....	2 10 0	2 6 0
(b) The painting and/or filling of edges of laminated board, and/or plywood, to prepare a surface for polishing and/or lacquering, and/or graining, and/or matching of colours.....	2 10 0	2 6 0
(c) The removal of doors and fittings prior to preparation for polishing.....	2 10 0	2 6 0
(d) Filling in with plaster of paris or any other filling material.....	2 10 0	2 6 0
(e) Handsandpapering.....	2 10 0	2 6 0
(f) Bleaching of furniture with acids or any other bleaching agent.....	2 10 0	2 6 0
(g) Stripping.....	2 10 0	2 6 0
(h) Staining, filling, oiling and/or reviving by hand only.....	2 10 0	2 6 0
(i) Spraying of metal.....	2 10 0	2 6 0
(j) Straining of materials.....	1 17 6	1 12 6
(k) Cleaning spray guns.....	1 17 6	1 12 6
(VI) (i) <i>Furniture upholstering</i> , which means any operation or process in covering any type of furniture either in whole or in part, irrespective of the materials used and includes, inter alia, cutting of all covers, and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes other than wooden or metal lathes and crossbars, filling, cane weaving, covering, buttoning, tacking, stapling, studding and padding, attaching of units to frames other than bed frames but which excludes the operations mentioned in sub-clause (ii) of this clause.....	7 0 0	6 0 0
(ii) <i>Sundry furniture upholstering operations:</i> —		
(a) Positioning of webbing and substitutes other than wooden or metal lathes and crossbars.....	7 0 0	6 0 0
(b) Attaching units to frames other than bed frames.....	7 0 0	6 0 0
(c) Positioning of wooden and metal lathes and crossbars to frames for upholstering.....	5 0 0	4 5 0
(d) Filling of cushions with spring interiors and/or spring units.....	5 0 0	4 5 0
(e) Fixing of ready-made cane mats.....	4 12 6	4 0 0
(f) Riempie work.....	2 10 0	2 6 0
(g) Hooking on of helical springs, non-sag, zig-zag, and/or chain and/or hoop iron or other similar materials for the sole purpose of serving as a support for a loose cushion or support for bed base or studio couch.....	2 10 0	2 6 0
(h) Teasing coir or other materials by hand.....	1 17 6	1 12 6
(i) Teasing coir or other materials by machine.....	2 10 0	2 6 0
(j) Unwinding filling materials in rope form.....	1 17 6	1 12 6
(k) Banding upholsterer's beading.....	1 17 6	1 12 6
(l) Making buttons and tufts.....	1 17 6	1 12 6
(m) Loading, wheeling and operating a cloth spreading machine.....	2 10 0	2 7 4
(n) Tufting by hand or machine.....	4 10 0	4 0 0
(o) Securing, sewing or stapling inter-laced pads to spring units whether by hand or machine.....	4 10 0	3 15 0
(p) Laying out filling materials on a spring unit.....	4 10 0	3 15 0
(q) Assisting upholsterer in holding cover.....	1 17 6	1 12 6
(r) Cutting to shape and joining of foam rubber or latex.....	1 17 6	1 12 6
For the purpose of this clause and clauses (XI) and (XV) a spring unit means an independent assembly of coil springs or continuous springs so inter-connected, associated or constructed as to provide a spring foundation and/or interior for use in an inner-spring mattress cushion, seat or any other bedding and/or seating device.		
(VII) <i>Furniture carving and/or woodcarving</i> , which means any operation or process, either in whole or in part, performed by hand, hand-tools, or mechanical appliance in creating a shape, pattern, medallion or replica or any object, the purpose of which is to adorn and/or embellish any type and class of furniture, but which excludes the undermentioned operation.....	7 0 0	6 0 0
(i) Stippling and punching background to carving.....	2 10 0	2 6 0
(VIII) <i>Furniture woodturning</i> , which means any operation or process, performed by hand, or mechanical process in the manufacture of a shaped article or component part, either in whole or in part, used, as or in conjunction with, furniture, of all types.....	7 0 0	6 0 0
(IX) (i) <i>Furniture veneering</i> , which means any operation or process, performed by hand or mechanical appliance, in the overlay of all types of furniture and furniture parts, either in whole or in part with veneer, cutting, laying, jointing, matching, pressing veneer, but which excludes the operations mentioned in sub-clause (i) of this clause.....	7 0 0	6 0 0
(ii) <i>Sundry veneering operations:</i> —		
(a) Positioning veneers by hand.....	1 17 6	1 12 6
(b) Tapeless jointing by machine.....		
(c) Operating presses of any kind.....		
(d) Loading and unloading vacuum bag, and presses of any kind.....		
(e) Washing of gun or other tapes.....		
(f) Stacking parts after pressing.....		
(g) Spreading of glue by hand or machine.....		
(h) Removing of glue.....		
(X) (i) Learners employed in learning the classes of work referred to in clauses (I) and (IX), inclusive:—		
For the first year of employment.....	1 0 0	1 0 0
For the second year of employment.....	2 0 0	2 0 0
For the third year of employment.....	3 0 0	3 0 0
For the fourth year of employment.....	4 0 0	4 0 0
Thereafter at the rates prescribed for employees in clauses (I) and (IX) inclusive.		
(XI) (i) <i>Bedding making</i> , means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapoc, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber, or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, and helical springs to frames for bedding, but which excludes the operations mentioned in sub-clause (ii) of this clause.....	4 10 0	3 15 0
(ii) <i>Sundry bedding operations:</i> —		
(1) Weaving of spring mesh.....	4 10 0	3 15 0
(2) Stuffing filling into mattress cases whether by hand or machine.....	4 10 0	3 15 0
(3) Side stitching.....	4 10 0	3 15 0
(4) Tufting, whether by hand or machine.....	4 10 0	3 15 0
(5) Operating a border quilting machine.....	4 10 0	3 15 0
(6) Operating a top quilting machine.....	4 10 0	3 15 0
(7) Preparing frames and rollers for the top quilting machine.....	4 10 0	3 15 0
(8) Securing, sewing or stapling inter-laced pads to spring units whether by hand or machine.....	4 10 0	3 15 0
(9) Securing quilted mattress borders to spring units.....	4 10 0	3 15 0
(10) Laying out filling material upon a spring unit.....	4 10 0	3 15 0
(11) Securing mattress tops, whether quilted or not, in position for building a pre-built interior or spring mattress.....	4 10 0	3 15 0

	Per Week.
	Area A. Area B.
	£ s. d. £ s. d.
(12) Tape edging a spring interior mattress.....	4 10 0 3 15 0
(13) Roll edging by hand or machine.....	4 10 0 3 15 0
(14) Cutting tops, borders and cases.....	3 10 0 3 1 0
(15) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....	3 10 0 3 1 0
(16) Sewing mattress handles to borders.....	3 10 0 3 1 0
(17) Joining border lengths.....	3 10 0 3 1 0
(18) Closing up, by hand or machine, the mouth of a mattress.....	3 10 0 3 1 0
(19) Closing pillows, cushions, bolsters.....	3 10 0 3 1 0
(20) Bolting by hand of bed mattress frames.....	2 10 0 2 10 0
(21) Preparing spools for a border quilting machine.....	2 10 0 2 6 0
(22) Cutting quilted borders to length.....	2 10 0 2 6 0
(23) Punching holes in mattress borders.....	2 10 0 2 6 0
(24) Fitting ventilators and handles to mattress borders.....	2 10 0 2 6 0
(25) Feeding the interlacing machine.....	2 10 0 2 6 0
(26) Cutting and making of pads, irrespective of materials used.....	2 10 0 2 6 0
(27) Positioning of lathes, crossbars, or fixing webbing to mattress or bed frames.....	2 10 0 2 6 0
(28) Staining mattress frames.....	2 10 0 2 6 0
(29) Affixing lugs to mattress frames.....	2 10 0 2 6 0
(30) Positioning and securing a mesh to a mattress frame.....	2 10 0 2 6 0
(31) Hanging loops on needles in compression tufting.....	2 10 0 2 6 0
(32) Loading, wheeling and operating a cloth spreading machine.....	2 10 0 2 6 0
(33) Operating a teasing machine.....	2 10 0 2 6 0
(34) Attending a loop making machine.....	2 10 0 2 6 0
(35) Attaching loops to buttons or tufts.....	2 10 0 2 6 0
(36) Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....	1 17 6 1 12 6
(37) Weighing pillows, bolsters and cushions.....	1 17 6 1 12 6
(38) Stripping bedding.....	1 17 6 1 12 6
(39) Fitting castors and sockets.....	2 10 0 2 6 0
(40) Staining and/or varnishing by hand, frames for bedding.....	2 10 0 2 6 0
(41) Assembling, knocking or hooking on woven, wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....	2 10 0 2 6 0
(42) Cutting chain, wire, hoop iron or any other similar materials for chair springs.....	1 17 6 1 12 6
(43) Filling of cushions with spring units.....	5 0 0 4 5 0
(44) Fixing bed irons.....	2 10 0 2 6 0
(45) Teasing coir or any other materials by hand.....	1 17 6 1 12 6
(46) Attaching spring units to bed frames.....	2 10 0 2 6 0

(XII) *Learners employed in learning the class of work referred to in clause (XI):—*

For the first six months of employment.....	1 10 0 1 5 0
For the second six months of employment.....	2 0 0 1 15 0
For the third six months of employment.....	2 10 0 2 5 0
For the fourth six months of employment.....	3 0 0 2 15 0
Thereafter the wage prescribed in clause (XI) (i).	

(XIII) (i) *Furniture seamster or seamstress*, which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains..... 3 10 0 3 1 0 |(ii) *Learners employed in learning the class of work referred to in paragraph (i) of this clause:—*

For the first six months of employment.....	1 5 0 1 0 0
For the second six months of employment.....	1 15 0 1 10 0
For the third six months of employment.....	2 5 0 2 0 0
For the fourth six months of employment.....	2 15 0 2 10 0
Thereafter the wages prescribed in clause (i) of this clause.	

(XIV) *Labouring*, which means:—

(1) Cleaning and sweeping of premises.....	1 17 6 1 12 6
(2) Cleaning machinery, plant tools and utensils.....	
(3) Oiling and greasing machines and/or vehicles.....	
(4) Lime washing.....	
(5) Loading and/or unloading vehicles.....	
(6) Handling materials.....	
(7) Pushing or pulling a vehicle or handcart.....	
(8) Delivery by manually propelled vehicles.....	
(9) Delivering letters and parcels.....	
(10) Unpacking, baling and unbaling raw materials.....	
(11) Cleaning and blowing down of equipment.....	
(12) Attending boiler, incinerator and/or oven.....	
(13) Loading and unloading kilns.....	
(14) Making tea or other similar beverages.....	
(15) The treatment of timber for preservation.....	
(16) Packing articles into cartons and/or cardboard containers.....	
(17) Packing articles into cartons and thereafter filling and closing such cartons and containers.....	
(18) Washing and/or wiping off glue.....	
(19) Stripping second-hand upholstery and bedding.....	
(20) Assisting a furniture machinist in handling materials before and after machining.....	
(21) Cutting metal rods, cutting hinges, metal strips, wire, hoop iron and all similar materials.....	
(22) Rivetting or making threads on iron bolts and rods.....	
(23) Operating presses of any type.....	
(24) Baling and dipping of upholstery spring.....	
(25) Attending to dust bags and/or cyclones from sanding machines.....	
(26) Glueing sandpaper discs.....	
(27) Wrapping in paper or cardboard.....	
(28) Tapping of veneers and attending veneer press.....	
(29) Removing, washing and/or cleaning off glue and paper from pressed veneers.....	
(30) Straightening and/or cutting hoop iron used for webbing.....	
(31) Filling of cushions with substances or materials other than spring interiors and/or spring units.....	
(32) Beating and/or teasing coir by hand.....	
(33) Spreading glue by hand or machine.....	
(34) Cleaning metal rods.....	
(35) Weighing pillows, bolsters, cushions and quilts.....	

Per Week.
Area A. Area B.
£ s. d. £ s. d.

(XV) *Miscellaneous:*—

(a) Employees engaged in welding.....	7 0 0	6 0 0
(b) Employees engaged in spot welding.....	4 6 3	4 6 3
(c) Machinery maintenance mechanic.....	7 0 0	6 0 0
(d) Driver of motor vehicle.....	4 0 0	3 10 0
(e) Despatch clerk, storeman, timekeeper.....	4 0 0	3 10 0
(f) Caretaker, watchman.....	3 4 6	3 0 0
(g) Packer.....	3 0 0	2 12 0
(h) Learner packer.....	2 0 0	1 12 6
(i) Bending, punching, rivetting, drilling and/or assembling metal parts.....	1 17 6	1 12 6
(j) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	2 10 0	2 6 0

(XVI) (i) Juvenile male employees engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, during the authorised probation period.....

1 10 0 1 10 0
The minimum wage prescribed for adult male employed on the same class of work.

(ii) All other juveniles.....

(XVII) *Office employees:*—

The following will be the wages payable to male and female office employees:—

Male—

First year of employment.....	7 0 0	
Second year of employment.....	10 0 0	
Third year of employment.....	13 6 0	
Fourth year of employment.....	16 10 0	
Fifth year of employment.....	20 0 0	
Thereafter.....	23 10 0	

Female—

First year of employment.....	7 0 0	
Second year of employment.....	8 13 4	
Third year of employment.....	9 10 0	
Fourth year of employment.....	11 10 0	
Thereafter.....	13 10 0	

AANHANGSEL A.

[Staat ingedien ingevolge artikel 13 (3) (i) van die Ooreenkoms.]

Naam en adres van werkgever.....

Week eindigende.....

Indeks-nommer deur Raad toegeken.	Familienaam van werknemer.	Voornaam of -name van werknemer.	Bedryf.	Uurloon.	Getal ure gedurende week. gwerk.	Totale bedoldiging betaal.	Bedrag waarop vakansiebonus betaal word.	Totale getal ure siek.	Totale getal ure verpligte kortyds.	Totale getal ure weg uit eie beweging.
Bedrag aan fonds betaalbaar.....										£ s. d.

APPENDIX A.

[Statement submitted in terms of clause 13 (3) (i) of the Agreement.]

Name and address of employer.....

Week ending.....

Index Number Allocated by the Council.	Surname of Employee.	Christian Name or 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 Hours of Compulsory Shorttime.	Total Hours away on Own Accord.
Amount payable to the Fund..										£ s. d.

AANHANGSEL B.

KENNISGEWING VEREIS INGEVOLGE KLOUSULE 7 (4) VAN DIE OOREENKOMS.

Dag.	Begintyd.	Ophouyt.	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.
Voormiddagpouse.....	vm. tot	vm.	
Namiddagpouse.....	nm. tot	nm.	

APPENDIX B.

NOTICE REQUIRED IN TERMS OF CLAUSE 7 (4) OF THE 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 Break.....	a.m. to	a.m.	
Afternoon Break.....	p.m. to	p.m.	

AANHANGSEL C.

DOKTERSERTIFIKAAT INGEVOLGE KLOUSULE 29 (2) VAN OOREENKOMS.

Ek sertifiseer dat ek (naam-voluit) _____

geslag _____, ras _____, wat verklaar dat sy/haar teenswoordige ouderdom _____, is, medies ondersoek het met die volgende bevindings:—

Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik vir indiensneming as 'n vakleerling in die bedryf van _____ of enige bedryf, sonder gevaar vir homself/haarself of ander.

- (a) Toestand van hart en bloedsomloop.
- (b) Aan- of afwesigheid van liggaaalike gebrek of wanstalgtheid insluitende breuke.
- (c) Toestand van longe.
- (d) Toestand van mangels en adenoiëde.
- (e) Toestand van nekkliere.
- (f) Toestand van tande.
- (g) Gehoor.
- (h) Oë.
- (i) Aansteeklike siekte.
- (j) Pedikulose.
- (k) Liggaaalike ontwikkeling.

Plek _____ Datum 19 _____

Mediese Amtenaar.

Hierdie Ooreenkoms namens die partye op 19 April 1956 onderteken.

B. J. RSELL, Voorsitter.
 J. C. BOLTON, Ondervorsitter.
 BEN W. MATTHEWS, Sekretaris.

APPENDIX C.

MEDICAL CERTIFICATE REQUIRED IN TERMS OF CLAUSE 29 (2) OF THE AGREEMENT.

I certify that I have medically examined (full name) _____ Race _____ who states that his/her present age is _____.

Sex _____ with the following results:—

I am satisfied/I am not satisfied that he/she is in sound health and fit for employment as an apprentice in the trade of _____ or any trade, without danger to himself/herself or others.

- (a) Condition of heart and circulation.
- (b) Presence or absence of physical defect or deformity, including hernia.
- (c) Condition of lungs.
- (d) Condition as to tonsils and adenoids.
- (e) Conditions of glands of neck.
- (f) Condition of teeth.
- (g) Hearing.
- (h) Sight.
- (i) Communicable disease.
- (j) Pediculosis.
- (k) Physical development.

Place _____ Date 19 _____

Medical Officer.

The Agreement, signed on behalf of the parties on the 19th April, 1956.

B. J. RSELL, Chairman.
 J. C. BOLTON, Vice-Chairman.
 BEN W. MATTHEWS, Secretary.

* No. 1418.]

[3 Augustus 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

MEUBELNYWERHEID, NATAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing No. 1417 van 3 Augustus 1956 nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 1418.]

[3 August 1956.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FURNITURE INDUSTRY, NATAL.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Furniture Industry published under Government Notice No. 1417 of 3rd August, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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