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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2337.] [14 December 1956.
INDUSTRIAL CONCILIATION ACT, 1937.

FURNITURE INDUSTRY, CAPE PROVINCE.

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 one year from the said second Monday, upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (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 30 (inclusive) and 32 to 38 (inclusive) of Part I and all the provisions contained in Part II and Part III of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday upon the other employers and employees engaged or employed in the said industry in the Province of the Cape excluding the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Taungs, Mafeking and Vryburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of the Cape excluding the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Taungs, Mafeking and Vryburg, and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 18 (inclusive), 20, 21, 23, 26 to 30 (inclusive) and 32 to 38 (inclusive) of Part I and all the provisions contained in Part II and Part III 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.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer.

DEPARTEMENT VAN ARBEID.

* No. 2337.] [14 Desember 1956.
NYWERHEID-VERSOENINGSWET, 1937.

MEUBELNYWERHEID, KAAPPROVINSIE.

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 een jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (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 30 en 32 tot en met 38 van deel I en al die bepalings vervat in deel II en deel III van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat een jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Kaapprovinsie, uitgesonderd die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Taungs, Mafeking en Vryburg; 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 30 en 32 tot en met 38 van deel I en al die bepalings van deel II en deel III van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat een jaar van genoemde tweede Maandag af eindig, in die Kaapprovinsie uitgesonderd die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Taungs, Mafeking en Vryburg, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE CAPE PROVINCE.

AGREEMENT

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

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association;

Cape Furniture Manufacturers' Association;

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Cape Furniture Workers' Union;

East London, Border and District Furniture Workers' Union;

Port Elizabeth and Districts Furniture Workers' Union;

Furniture Workers' Industrial Union;

Knysna and George Woodworkers' Industrial Union;

(hereinafter referred to as "the employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Cape Province.

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' organisations and trade unions engaged in the Furniture Industry within the Cape Province, excluding the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Taungs, Mafeking and Vryburg.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall continue in force for a period of two years 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 to Parts I and II inclusive, 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 magisterial districts of East London, King William's Town, Queenstown, Uitenhage, Port Elizabeth, Kimberley and an area within a radius of 100 miles from the General Post Office, Cape Town.

"Area B" means the Cape Province but excluding the magisterial districts of East London, King William's Town, Queenstown, Uitenhage, Port Elizabeth, Kimberley and an area within a radius of 100 miles from the General Post Office, Cape Town.

"bonus" means (1) any payment in addition to the prescribed or agreed wage of an employee, arising from employment under a bonus incentive scheme which is stipulated as such in the wage register; (2) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register, and which the employer can withdraw at will;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Cape Province, registered in terms of section two of the Industrial Conciliation Act, 1924, as amended and deemed to be 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

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID IN DIE KAAPPROVINSIE.

OOREENKOMS

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

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association;

Cape Furniture Manufacturers' Association;

(hieronder die „werkgewers" of die werkgewersorganisasies" genoem) aan die een kant; en die

Cape Furniture Workers' Union;

East London, Border and District Furniture Workers' Union;

Port Elizabeth and Districts Furniture Workers' Union;

Furniture Workers' Industrial Union;

Knysna and George Woodworkers' Industrial Union;

(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Kaapprovinsie.

DEEL I.

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID DWARSDEUR DIE GEBIEDE DEUR DIE OOREENKOMS GEDEK, TENSY DIE TEENOORGESTELDE VERMELD WORD.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasies en vakverenigings in die Meubelnywerheid in die Kaapprovinsie met uitsluiting van die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Taungs, Mafeking en Vryburg.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet vasgestel moet word en bly van krag vir 'n tydperk van twee jaar of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

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

(a) Tensy dit strydig is met die samehang, is die volgende woordomsrywings van toepassing op dele I en II in hierdie Ooreenkoms:—

„Wet", die Nywerheid-versoeningswet, 1937, soos gewysig;

„vakleerling", 'n werknemer 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 magistraatsdistrikte Oos-Londen, King William's Town, Queenstown, Uitenhage, Port Elizabeth, Kimberley en 'n gebied binne 'n straal van 100 myl van die hoofposkantoor, Kaapstad, af;

„gebied B", die Kaapprovinsie, maar met uitsluiting van die magistraatsdistrikte Oos-Londen, King William's Town, Queenstown, Uitenhage, Port Elizabeth, Kimberley en 'n gebied binne 'n straal van 100 myl van die hoofposkantoor, Kaapstad, af;

„bonus", (1) enige betaling benewens die voorgeskrewe loon, of die loon waarvoor ooreengekom is, van die werknemer, wat ontstaan uit 'n bonusaansporingskema wat as sodanig in die loonregister bepaal is; (2) enige ander spesiale of geleentheidsloon van 'n werkgewer aan 'n werknemer wat meer is as die voorgeskrewe loon of die loon waarvoor ooreengekom is, as sodanig in die loonregister gestipuleer en wat die werkgewer na willekeur kan terugtrek;

„Raad", die Nywerheidsraad vir die Meubelnywerheid van die Kaapprovinsie, geregistreer kragtens artikel twee van die Nijwerheid Verzoenings Wet, 1924, soos gewysig, en wat beskou word dat dit kragtens artikel negentien van die Wet geregistreer is;

„diens", die totale duur van alle tydperke van 'n werknemer 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 enigeen van die klasse werk gespesifiseer in Deel II van hierdie Ooreenkoms;

„meubelnywerheid" of „nywerheid", sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die

manufacture either in whole or part of all types of furniture irrespective of the materials used, and shall include, *inter alia*, the following operations:—

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or 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 processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or 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 final preparation 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 or 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;

“hourly rate” means the weekly rate of the employee concerned as prescribed in this Agreement divided by 44;

“local committee” means a local committee established in accordance with the constitution of the Council in a particular area.

“piece-work” means any system according to which payment 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 machinery used in or in connection with an establishment or in supervising all or any of these operations;

“probationer” means an employee under twenty-one 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 earnings are based on quantity of work done, except as provided in Clause 5.

5. INCENTIVE BONUS.

(i) Subject to the conditions that no employee may be paid less than the amount he would be entitled to in terms of this clause 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 paragraphs (ii), (iii) and (iv) of this sub-clause.

(ii) 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 any of the union parties to this Agreement whose members are involved, may agree upon the terms of any such scheme.

(iii) 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.

vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels ongeag die materiaal gebruik, en omvat onder andere die volgende werksaamhede:—

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, finerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of heelmaak 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, kroëe of teaters, en kabinette vir musiekinstrumente en radio- of draadloostoestelle en sluit in 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 finale voorbereiding van alle artikels vir verkoop, deels of in die geheel, gedoen word en die finer 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 biesies, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels insluitende die vervaardiging van metaalkatels;

„uurskaal”, die weeklikse skaal van die betrokke werknemer soos voorgeskryf in hierdie Ooreenkoms gedeel deur 44;

„plaaslike komitee”, ’n plaaslike komitee wat kragtens die konstitusie van die Raad in ’n bepaalde gebied ingestel is;

„stukwerk”, enige stelsel waarvolgens besoldiging gebaseer word op hoeveelheid of opbrengs van gedane werk;

„besoldiging”, enige betaling in geld gedoen of verskuldig aan enige persoon wat op enige wyse ook al uit diens voortspuit;

„werkende eienaar” of „werkende vennoot”, iemand wat persoonlik enige van die werksaamhede gespesifiseer in Deel II van hierdie Ooreenkoms, in sy eie inrigting verrig;

„korttyd”, ’n vermindering van die aantal gewone werkeure in ’n inrigting, toe te skryf aan handelslapse, tekort aan grondstowwe of ’n algemene onklaarraking van installasie of masjinerie veroorsaak deur ongelukke of ander onvoorsiene noodgevälle.

(b) Tensy dit strydig is met die samehang 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 gespesifiseer is;

„leerling-verpakker”, ’n verpakker wat minder as twee jaar ondervinding het van meubels in die meubelnwyerheid verpak en wat onder toesig van ’n verpakker werk;

„masjien-onderhoudwerktuigkundige”, ’n werknemer wat uitsluitlik in diens is op enige of almal van die volgende werksaamhede:—

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 enigeen van hierdie werksaamhede;

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

5. AANSPORINGSBONUS.

(i) Onderworpe aan die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy geregtig sou wees kragtens hierdie klousule nie, mag ’n werkgewer ’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 bepaling vasgestel is soos uiteengesit in paragrawe (ii), (iii) en (iv) van hierdie subklousule.

(ii) Enige werkgewer wat ’n aansporingskema wil invoer moet ’n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met enigeen van die vakverenigings wat ’n party by hierdie Ooreenkoms is en wie se lede daarby betrokke is, oor die bepaling van enige sodanige skema kan ooreenkom.

(iii) Die bepaling van enige sodanige aansporingskema en enige daaropvolgende verandering daarvan waarvoor 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 enigeen van die partye beëindig word nie tensy die party wat die ooreenkoms wil wysig of beëindig die ander party skriftelik kennis gee het soos deur die partye ooreengekom kan word wanneer hulle sodanige ooreenkoms aangaan.

(iv) An 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 section; 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. OUTWORK.

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

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

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

(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—

(a) to work for more than 44 hours, excluding meal times, in any one week; or

(b) to work for more than 8 hours, excluding meal times, on any one day: Provided that in any factory in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purpose of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(d) who is a female to work—

(i) between six o'clock p.m. and six o'clock a.m.; or

(ii) after one o'clock p.m. on more than five days in any week.

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

(a) ten hours; or

(b) 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—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(iv) 'n Werknemer in diens op 'n aansporingsbonusskema vir enige tydperk moet die volle bedrag betaal word wat deur hom kragtens aansporingsbonusskale verdien is waaroor kragtens hierdie artikel 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. BUITEWERK.

(1) Geen werkgever mag van enigeen van sy werknemers eis of toelaat dat hy werk in verband met die meubelnywerheid elders as in sy inrigting onderneem nie, behalwe as dié werk die voltooiing is van 'n bestelling wat by die werkgever geplaas is, en bestaan uit paswerk, inmeekaarsit, heelmak 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, terwyl hy by 'n werkgever in dié nywerheid in diens is, vir verkoop op 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 werf of neem, of wer 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 perseel as dié wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, of in werkkamers wat by die Raad of distrikskomitees geregistreer en uitsluitlik vir werk in die meubelnywerheid gebruik word, met uitsondering van sodanige buitewerk as dié waarvoor voorsiening in subklousule (1) van hierdie klousule gemaak word.

(4) Geen werkgever mag werk in verband met die vervaardiging van meubels uitgee nie, hetsy 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 werkkamers 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) Behalwe waar dit anders in hierdie Ooreenkoms bepaal is, mag geen werkgever van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as handelsreisiger, opsiger of wag, of by die aflewering van goedere of boodskappe, vereis of dit toelaat—

(a) om in enige enkele week meer as 44 uur, etensyde uitgesluit, te werk nie; of

(b) om op enige enkele dag meer as agt uur te werk nie; met dien verstande dat in enige fabriek waarin—

(i) 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 halfuur op elk van die ander dae van die week te werk; of

(ii) die werknemers nie gewoonlik meer as vyf dae per week werk nie, van 'n werknemer op enige werkdag vereis of dit toegelaat kan word dat hy 'n bykomende tydperk van hoogstens 1½ uur werk; of

(c) 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 werktidperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend beskou moet word;

(d) om, ingeval die werknemer 'n vrou is, te werk—

(i) tussen sesuur nm. en sesuur vm.; of

(ii) na eenuur nm. op meer as vyf dae in 'n week.

(2) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) van hierdie klousule en behalwe soos bepaal in klousule 10 van deel I 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:—

(a) Tien uur; of

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

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

(a) langer as twee uur op enige dag;

(b) op meer as drie opeenvolgende dae;

(c) op meer as 60 dae in enige jaar;

(d) na voltooiing van haar gewone werkure vir meer as een uur op enige dag tensy hy—

(i) sodanige werknemer voor middag daarvan in kennis gestel het; of

(ii) aan sodanige werknemer voor sy met oortyd moet begin, 'n toereikende ete verskaf het; of

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

- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (b) 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 (b), the presumption provided for in this sub-section 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 to this part of the 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 factory, it is found impossible to work full time, short-time shall be worked by distributing the work available fairly amongst the employees affected in any section and should it be found necessary to dismiss any employees for whom wages are prescribed in Section I 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.

For the purpose of this clause, the following "sections" will be recognised: Polishing by hand or machine, furniture machining, furniture making, upholstery, veneering, framemaking, 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 WAGES AND OVERTIME.

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

(2) Money due to employees in terms of the Agreement 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 herein 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:—

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

10. OVERTIME.

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

- (a) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a half times the hourly rate of the employee concerned.
- (b) 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 employees shall be paid at least twice a full day's remuneration. For any time worked on Good Friday, Easter Monday, the 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 remuneration of the employee concerned.

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

- (a) gedurende enige hele pouse in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele sodanige pouse te verlaat nie; of
- (b) 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 (b) te verlaat, die vermoede bepaal in hierdie subklousule 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 Aanhangsel B van hierdie deel van die Ooreenkoms waarin die begin- en ophoudtyd van die werk vir elke dag van die week en die etensuur aangegee word.

8. KORTTYD.

(1) As dit as gevolg van handelslapse in enige fabriek gevind word dat dit onmoontlik is om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk onder die betrokke werknemers vir sover moontlik in enige afdeling uit te deel en indien dit nodig gevind word om werknemers te ontslaan vir wie lone voorgeskryf word in klousule 1 van deel II van hierdie Ooreenkoms, moet die werknemers wat eerste ontslaan word, dié wees wat die laagste lone verdien, met dien verstande dat geen werknemer as gevolg van handelslapse ontslaan moet word totdat die werkure op korttyd onder 35 per week oor 'n aaneenlopende tydperk van vier weke daal nie.

Vir die toepassing van hierdie klousule word ondergenoemde „afdelings" erken: Met die hand of masjien poleer, meubelmassienbewerking, meubelmakery, stoffeer, fineer, rame maak, beddegoed maak.

(2) 'n Werknemer wat hom op enige dag by die gewone begintyd 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 werkgever 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 LONE EN OORTYDLONE.

(1) Lone en oortydlone 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, behalwe wanneer Vrydag 'n dag is waarop nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

(2) Geld verskuldig aan werknemers ingevolge die Ooreenkoms moet aan werknemers oorhandig word in verseëde koeverte waarop die naam van die werkgever, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

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

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

- (a) Indien 'n werknemer van die werk afwesig is, 'n pro rata bedrag vir die duur van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekering-, vakverenigingsgedeelte, pensioen- of ander soortgelyke fondse;
- (c) bydraes ingevolge artikel 17 van deel I van hierdie Ooreenkoms;
- (d) 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 tye gewerk bo die weeklikse of daelike ure bepaal in klousule 7 (1) van hierdie deel van die Ooreenkoms of buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (4) van hierdie deel van die Ooreenkoms vertoon moet word, moet as oortyd beskou word en daarvoor moet, onderworpe aan die bepalinge van subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:—

- (a) Vir enige tyd gewerk na die gewone ophoudtyd en tot 10 nm. op enige dag van Maandag tot Vrydag of tot 6 nm. op Saterdag, teen die skaal van 1½ maal die uurloon van die betrokke werknemer;
- (b) vir enige tyd tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag of na 6 nm. op Saterdag of enige tyd op Sondag, 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 bepaal moet word. Vir tyd gewerk op Goede Vrydag, Paasmaandag, Gelofte-dag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van elkeen van dié dae, teen dubbel die uurskaal van die betrokke werknemer;

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

(d) 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 on a Saturday by an establishment working a five day week, unless the employer concerned has obtained the prior permission of the Council in writing. All overtime worked on any day from Monday to Friday shall, within seven days of the day on which the overtime was worked, be notified in writing to the Local Committee by the employer concerned.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who is included in one of the clauses mentioned in Part II of this Agreement and 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 conditions that the Council may authorise a reduction of such higher wage in the level prescribed in this Agreement for an employee of his class.

12. COST OF LIVING ALLOWANCE.

In addition to any remuneration payable to employees in terms of this Agreement, with the exception of learners specified in Part II, 2, and employees specified in Part III, who shall be paid the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, every employer shall pay to his employees a cost of living allowance of 81 per cent, of the prescribed hourly wage for a period of two years from the date of operation of this Agreement. Should the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, at any time exceed 81 per cent, such higher cost of living allowance will immediately become payable to all employees for whom wages are prescribed in this Agreement.

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

For the purpose of this section "prescribed hourly wage" means "prescribed weekly wage" divided by 44.

13. HOLIDAYS.

The following conditions shall be observed by all employers and employees for whom wages are prescribed in Part II of this Agreement:—

(i) 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 8½ times his hourly rate irrespective of the fact whether the factory in which he is employed is working a five or six day week.

(ii) All employees shall be entitled to leave without pay on May Day.

(iii) All factories shall close from the 24th December to the 29th January (both dates inclusive).

(iv) (a) Every employer shall pay in respect of each week into the Cape Furniture Holiday Central Fund a sum equal to 6% (six per cent) of the actual remuneration excluding bonus payments earned by each of his employees during that week; provided that if any employee is 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 6% (six per cent) of the remuneration that the employee would have earned had he remained in full-time employment; provided that the contribution of 6% (six per cent) in respect of illness need not be paid for any period in excess of thirty days in any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A to this part of this Agreement.

(b) Amounts payable in terms of paragraph (a) 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.

(c) Amounts payable in terms of paragraph (a) 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.

(c) vir alle ure gewerk bo en behalwe die daelike ure bepaal in klousule 7 (1) van hierdie deel van die Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (a) en (b) van hierdie klousule betaalbaar is nie, teen 1½ maal die uurskaal;

(d) vir alle ure bo en benewens 44 per week, teen 1½ maal die uurskaal.

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

(3) Ondanks die bepalings van subklousule (1) van hierdie klousule mag geen oortyd op 'n Saterdag gewerk word in 'n inrigting wat 'n vyfdaagse week werk nie, tensy die betrokke werkgewer eers vooraf die skriftelike toestemming van die Raad verkry het. Alle oortyd op enige dag van Maandag tot Vrydag gewerk word, moet binne sewe dae van die dag waarop die oortyd gewerk is, skriftelik aan die plaaslike komitee deur die betrokke werkgewer vermeld word.

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

'n Werknemer wat in een van die klasse genoem in deel II van die Ooreenkoms ingesluit is en 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 werkgewer bly en dieselfde klas werk verrig, 'n loon wat minstens gelyk is aan die loon wat hy op dié datum ontvang, betaal word op voorwaarde dat die Raad 'n vermindering van sodanige hoër loon kan magtig in die peil voorgeskryf in hierdie Ooreenkoms vir 'n werknemer van sy klas.

12. LEWENSKOSTETOELAE.

Benewens enige besoldiging betaalbaar aan werknemers kragtens hierdie Ooreenkoms, uitgesonderd leerlinge in deel II, 2, bepaal, en werknemers in deel III bepaal, aan wie die lewenskostoelae kragtens Oorlogsmaatreeël No. 43 van 1942, soos van tyd tot tyd gewysig, betaal moet word, moet elke werkgewer aan sy werknemers 'n lewenskostoelae van 81 persent van die voorgeskrewe uurloon betaal vir 'n tydperk van twee jaar van die datum af waarop dié Ooreenkoms in werking tree. Indien die lewenskostoelae wat kragtens Oorlogsmaatreeël No. 43 van 1942, soos van tyd tot tyd gewysig, betaalbaar is, te eniger tyd meer is as 81 persent, word sodanige hoër lewenskostoelae onmiddellik aan alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is, betaalbaar.

Indien van 'n werknemer vereis word om oortyd te werk, moet hy, benewens die oortydskale voorgeskryf in artikel 10, 'n lewenskostoelae betaal word bereken op die voorgeskrewe uurloon vir sodanige tyd gewerk.

Vir die toepassing van hierdie artikel beteken „voorgeskrewe uurloon" die voorgeskrewe weekloon gedeel deur 44.

13. VAKANSIEDAE.

Die volgende voorwaardes moet nagekom word deur alle werkgewers en werknemers vir wie lone in deel II van hierdie Ooreenkoms voorgeskryf word:—

(i) 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 8½ maal sy uurskaal afgesien van die feit of die fabriek waar hy in diens is, 'n vyf- of sesdaagse week werk.

(ii) Alle werknemers is op Meidag op verlof sonder besoldiging geregtig.

(iii) Alle fabriekse moet van 24 Desember tot 29 Januarie (albei datums inbegrepe) gesluit wees.

(iv) (a) Elke werkgewer moet ten opsigte van elke week 'n bedrag gelyk aan 6% (ses persent) van die werklike besoldiging, uitgesonderd bonusbetalings wat gedurende daardie week deur elkeen van sy werknemers verdien is, aan die Sentrale Fonds van die Kaapse Meubelnwyerheid betaal; met dien verstande dat as 'n werknemer op korttydwerk geplaas word of van die werk af wegbly weens siekte en op versoek van die werkgewer in staat is om 'n doktersertifikaat te toon, die werkgewer 6% (ses persent) van die loon wat die werknemer sou verdien het as hy voltyds in diens gebly het, moet betaal; met dien verstande dat die bydrae van 6% (ses 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 werkgewer 'n staat verstrekkende in die vorm van Aanhangsel A van hierdie deel van die Ooreenkoms.

(b) Bedrae betaalbaar ingevolge paragraaf (a) 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.

(c) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet deur die werkgewer betaal word benewens enige lone of oortydbesoldiging betaalbaar aan 'n werknemer ingevolge hierdie Ooreenkoms, en moet nie van die lone of oortydbetaling van sodanige werknemer afgetrek word nie.

- (d) The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (a) hereof to the central fund and the amount paid to the central fund in respect of him.
- (e) The central fund shall be utilised for the purpose of distribution to employees of a holiday bonus on the following basis and operating over the following periods:—

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

- (f) The Council may invest any of the moneys belonging to the Central 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.
- (g) Moneys due to employees who cannot be traced and who have not claimed payment within a period of to years from the date on which the moneys became payable shall accrue to the funds of the Council.
- (h) Should the estate of an employer be sequestrated, or a Company, which is an employer be placed in liquidation, and any moneys due by such employer to the Council in terms of paragraph (a) hereof in respect of any period of employment of any employee, not exceeding twelve months not having been paid, the employee in respect of whom the money is due shall be deemed to be entitled, on such sequestration or liquidation, to 1½ days leave for each month of such period not exceeding twelve months.

14. PROVISION OF TOOLS.

Cabinetmakers' benches, cramps, hand screws, 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) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and Secretary of the Council setting out—

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
 - (d) the period for which the exemption shall operate;
 - (e) the reason for the exemption being granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the nearest Divisional Inspector of the Department of Labour.

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

16. EXISTING 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.

- (d) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie betalings aan die sentrale fonds ingevolge paragraaf (a) hiervan gedoen word, asook van die bedrag wat aan die sentrale fonds ten opsigte van hom betaal word.
- (e) Die sentrale fonds moet aangewend word om aan werknemers 'n vakansiebonus op onderstaande grondslag en oor ondergenoemde tydperke te betaal:—

Tussen 8 en 23 Desember moet elke werknemer 'n vakansiebonus betaal word gelyk aan die bedrag wat ingevolge paragraaf (a) hiervan in die sentrale fonds ten opsigte van hom inbetaal is gedurende die jaar wat eindig op die eerste betaaldag in November.

- (f) Die Raad mag van die geld wat aan die sentrale fonds behoort, van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of geregistreerde bouvereniging belê, en rente wat van sulke beleggings gekweek word, moet die algemene fonds van die Raad toekom ter vergoeding van die Raad se bestuur van die fonds.
- (g) Geld verskuldig aan werknemers wat nie opgespoor kan word nie en wat nie betaling binne 'n tydperk van twee jaar geëis het van die datum af waarop die gelde betaalbaar geword het nie, kom die fondse van die Raad toe.
- (h) Indien die boedel van 'n werkgewer geskwestreer word, of indien 'n maatskappy wat 'n werkgewer is, in likwidasië geplaas word, en enige geld deur sodanige werkgewer aan die Raad verskuldig kragtens paragraaf (a) hiervan ten opsigte van enige dienstydperk van enige werknemer van 12 maande, nie betaal is nie, moet dit beskou word dat die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië, geregtig is op 1½ dae verlof vir elke maand van sodanige tydperk wat 12 maande nie te bowe gaan nie.

14. VERSKAFFING VAN GEREEDSKAP.

Skrynerwerkersbanke, klampe, handskroewe, lymptotte en alle kwaste moet deur die werkgewer verskaf word.

Die werkgewer moet vir eie rekening die gereedskap van die skrynerwerkers in sy diens teen verlies of vernietiging deur brand verseker. In hierdie verband is elke skrynerwerker verplig om op aanvraag 'n inventaris van die gereedskap voor te lê en om verder dié inligting te verstrek wat van tyd tot tyd deur die versekeraars ten opsigte van die genoemde gereedskap vereis word.

15. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigeen 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 verleen word en die tydperk waarvoor sodanige vrystelling geldig is; met dien verstande dat die Raad, na goeie dunnke en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(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—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ingevolge die bepalings van subklousule (2) van hierdie klousule vasgestel is waarop die vrystelling verleen is; en
 - (d) die tydperk waarvoor die vrystelling geldig is;
 - (e) die rede waarom die vrystelling verleen word.
- (4) Die sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
 - (c) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

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

16. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van enige vorige ooreenkoms vir die Nywerheid, behou die Raad beheer oor alle of enige leerlingskapsertifikaat, uitgereik ingevolge sodanige vorige ooreenkoms tot dat dié sertifikate met die verstryking van tyd verval of andersins deur die Raad ingetrek of herroep is.

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 earnings do not exceed 20s.

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

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

- Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished).
- Address where the business is carried on and the residential addresses of the persons referred to in sub-clause (1) (a) of this clause.
- Trade or trades carried on by him in the Industry.
- 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 fourteen 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 or Local Committees every reasonable facility to attend to their duties in connection with meetings of the Council or Local Committees.

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 Agent shall have the right to—

- 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;
- orally examine, either alone or in the presence to any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employees to answer the question put;
- 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;
- require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual wages paid to an employee whose wages are fixed by this Agreement.

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

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te dek, moet elke werkgewer wekeliks 8d. van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge, leerlinge en kantoorwerknemers) 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 werknemers (uitgesonderd vakleerlinge en leerlinge) vir wie 'n loon van minder as £3. 8s. per week voorgeskryf is; met dien verstande dat geen korting gemaak mag word waar die totale weeklikse verdienste hoogstens 20s. is nie.

Die werkgewer 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 werknemers en die tydperk deur elkeen gewerk ten opsigte van die bedrag wat aangestuur word, vermeld word.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer 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 werkgewer wat na daardie datum in die Nywerheid kom, moet binne een maand nadat hy met werksaamhede begin het, onderstaande besonderhede, wat skriftelik en deur die werkgewer onderteken moet wees, aan die Sekretaris van die Raad stuur:—

- Naam voluit (ingeval die besigheid 'n maatskappy of vennootskap is, moet die naam van die verantwoordelike bestuurder en/of vennote voluit verstrekk word).
- Adres waar die besigheid gedryf word en die woonadresse van die persone genoem in subklousule (1) (a) van hierdie artikel.
- Bedryf of bedrywe wat hy in die Nywerheid beoefen.
- Name van sy werknemers en beroepe waarin hulle in diens is.

(2) Ingeval die werkgewer 'n vennootskap is, moet die inligting ingevolge subklousule (1) van hierdie klousule ten opsigte van elke vennoot sowel as die naam waaronder die vennootskap besigheid dryf, verstrekk word.

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

19. WERKENDE EIENAARS EN VENNOTE.

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

20. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting, wat maklik toeganklik vir sy werknemers 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 opklak en opgeplak hou.

21. BYHOU VAN REGISTERS.

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

Elke werkgewer moet aan enigeen van sy werknemers wat verteenwoordigers op die Raad of plaaslike komitees is, elke redelike fasiliteit verleen om sy pligte in verband met vergaderings van die Raad of plaaslike komitees te vervul.

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 behulpsaam te wees.

Die agent het die reg om—

- enige perseel of plek waar die meubelnywerheid beoefen word, te betree, te ondersoek en te inspekteer te eniger tyd wanneer hy redelike aanleiding het om te glo dat enigeen daarin werksaam is;
- elke werknemer wat hy op of in die omtrek van die perseel of plek vind, na goedgevoel, 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 vrae wat gestel word, te beantwoord;
- 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;
- te eis dat alle betaalstate of boeke waarin verslag gehou word van die werklike lone wat betaal is aan 'n werknemer wie se lone in hierdie Ooreenkoms bepaal is, getoon word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

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

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

25. EMPLOYMENT OF TRADE UNION LABOUR.

(1) Members of the trade unions agree to accept employment with members of the employers' organisations only and members of the employers' organisations 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 section membership shall mean a member in terms of the constitution of the trade unions or employers' organisations.

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

Both trade unions and employers' organisations shall supply the Council with a list of all resignations, expulsions and suspensions of members from their respective organisations. Upon receipt of such lists the Secretary of the Council shall advise the member or members of the organisation concerned that his card and/or certificate of membership is no longer valid for the purpose of this clause.

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 provisions 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 invitations from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(6) This clause shall not apply to members of the Furniture Workers' Industrial Union, and the Knysna and George Woodworkers' Union.

26. LOCAL COMMITTEE.

In this Agreement "Council" shall, unless inconsistent with the context, include any Local Committee; provided that all the decisions of a Local Committee shall be subject to confirmation by the Council; and provided further that any person affected by a decision of a Local Committee shall have the right to appeal to the Council.

27. WAGES.

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

28. EMPLOYMENT OF MINORS.

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

29. LEARNERS.

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

(2) Application for permission to work as a learner shall be made to the Council in the prescribed form and shall be accompanied by a medical certificate in the form prescribed in Appendix C. The cost of the medical examination to be borne by the prospective employer.

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

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

(5) For the purpose of ascertaining the minimum wage payable to a learner, any previous experience in 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).

(3) Elke persoon vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die gemelde fasiliteite verleen.

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Lede van die vakverenigings stem in om slegs van lede van die werkgewersorganisasies werk aan te neem, en lede van die werkgewersorganisasies stem in om slegs lede van vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is nie as 'n werkgewer of werknemer volgens die mening van die Raad lidmaatskap tot '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 subartikel, 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 artikel, beteken lidmaatskap 'n lid kragtens die konstitusie van die vakverenigings of werkgewersorganisasies.

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

Sowel die vakverenigings as die werkgewersorganisasies moet die Raad voorsien van 'n lys van alle bedankings, uitsettings en skorsings van lede van hul onderskeie organisasies. By ontvangs van sulke lys, 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 artikel geldig is nie.

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

(4) 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 binnekom nie; met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie 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 artikel onmiddellik in werking tree.

(6) Hierdie klousule is nie van toepassing op lede van die „Furniture Workers' Industrial Union" en die „Knysna and George Woodworkers' Union" nie.

26. PLAASLIKE KOMITEE.

In hierdie Ooreenkoms, tensy dit teenstrydig is met die inhoud, omvat „Raad" enige plaaslike komitee; met dien verstande dat alle besluite van 'n plaaslike komitee onderworpe is aan die Raad se bekragtiging; en met dien verstande verder dat enige persoon wat deur 'n besluit van die plaaslike komitee geraak word, die reg het om na die Raad te appelleer.

27. LONE.

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

28. INDIENSNEMING VAN MINDERJARIGES.

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

29. LEERLINGE.

(1) Geen werkgewer mag enige werknemer as leerling in diens neem nie, tensy dié werknemer in besit is van 'n sertifikaat deur die Raad uitgereik 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.

(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 werkgewer en die tydperk waarvoor die toestemming geldig is; met dien verstande dat die Raad, as hy dit wenslik ag, en as die bepalings van subklousule (7) van hierdie klousule nie meer van toepassing is nie, en nadat aan die werkgewer 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 verleen is, verstryk het of nie.

(4) 'n Duplikaat van elke sertifikaat, uitgereik ingevolge subklousule (3) van hierdie klousule, moet verstrekk word aan die werkgewer, 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 op die sertifikaat wat ingevolge subklousule (1) deur die Raad uitgereik word.

(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, but shall exclude the cutting of covers;
- (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:—

Two learners for every five employees in receipt of the wage specified in clause 1 of Part II of this Agreement.

The learnerships in bedding-making, seamsters' or seamstresses' work shall be granted only in a ratio of one learner to each three adult employees engaged in the group of operations referred to in clauses 5 (1) and 7 of Part II of this Agreement.

(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 clause 1 of Part II of this Agreement is not available, the ratio of learners may be extended.

(iii) The Council shall have the right, when it is satisfied that proper facility 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.

(iv) 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.

(8) The period of learnership for the classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnerships for the classes of work referred to in clauses 5 (1) and 7 shall be two years.

30. FORENOON AND AFTERNOON BREAKS.

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

31. 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 any workers' union or trade union.

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION.

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

33. 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.

34. TERMINATION OF EMPLOYMENT.

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

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

(c) Provided that 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 for longer notice, a correspondingly increased wage in lieu thereof.

(6) (i) 'n Leerling mag 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 groepe werksaamhede:—

- (a) Draadvlegwerk;
- (b) die vervaardiging van matrasse.

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

- (a) Die glijpsteekwerk, stuk en inmeekaarsit van oortreкке, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar omvat nie die uitsny van oortreкке nie;
- (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:—

Twee leerlinge vir elke vyf werknemers wat die lone ontvang wat in klousule 1 van deel II van hierdie Ooreenkoms bepaal word.

Die leerlingskappe by die maak van beddegoed en by die werk van naaiers of naaisters, moet slegs in 'n verhouding toegestaan wees van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede genoem in klousule 5 (1) en 7 van deel II van hierdie Ooreenkoms.

(ii) As die Raad daarvan oortuig is dat daar vir die opleiding van leerlinge behoorlike fasiliteite bestaan en die vereiste aantal volwassenes en/of werknemers wat die lone genoem in klousule 1 van deel II van hierdie Ooreenkoms ontvang, nie beskikbaar is nie, mag die getalleverhouding van leerlinge verhoog word.

(iii) Die Raad moet die reg hê, indien hy oortuig is dat behoorlike opleidingsfasiliteite nie verskaf word nie, of op grond van enige ander goeie en voldoende rede, om enige sertifikaat, wat kragtens hierdie artikel uitgereik is, in te trek, of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(iv) Die bepaling van subklousule (7) (i) is nie van toepassing op inrigtings wat nie vir 'n ononderbroke tydperk van 12 maande bestaan het nie of ten opsigte waarvan die Raad goeie en voldoende rede het om te glo dat onvoldoende opleidingsfasiliteite bestaan vir enige applikant vir leerlingskap.

(8) Die leerlingtydperk vir die klasse werk genoem in klousule 1 van deel II van hierdie Ooreenkoms is vier jaar. Die leerlingtydperke vir die klasse werk wat in klousules 5 (1) en 7 genoem word, moet twee jaar duur.

30. VOOR- EN NAMIDDAGPOUSES.

Elke werknemer moet 'n pouse van 10 minute in die voormiddag en 'n pouse van 10 minute in die namiddag van elke dag toegelaat word wat as tyd gewerk gereken moet word.

31. LEDEGELD AAN 'N WERKERSUNIE OF VAKVERENIGING.

Enige werkgewer 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 enige werkersunie of vakvereniging by te dra.

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

'n Werknemer wat gedurende enige enkele dag werk verrig waarvoor verskillende lone voorgeskryf word, moet vir al die ure wat op 'n dag gewerk word, teen die hoogste loon, van toepassing op sodanige werk, betaal word.

33. VERMINDERING VAN LONE.

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

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

34. DIENSBEEÏNDIGING.

(a) Een uur se kennisgewing moet deur die werkgewer of die werknemer gegee word om die dienskontrak te beëindig; met dien verstande dat dit nie die reg van 'n werkgewer of werknemer moet raak om 'n dienskontrak sonder enige kennisgewing om enige goeie rede wat by wet as voldoende beskou word, te beëindig nie.

(b) Nieteenstaande die bepaling van subklousule (a) van hierdie klousule, kan 'n werkgewer en werknemer ooreenkoms om voorsiening te maak vir 'n langer tydperk van kennisgewing as een uur; versuim om sodanige reëling na te kom, is 'n oortreding van hierdie klousule.

(c) Met dien verstande dat 'n werkgewer 'n uur se loon kan betaal vir en in die plek van die voorgeskryfde tydperk van kennisgewing of in die geval van enige ooreenkoms vir langer kennisgewing, 'n ooreenstemmende verhoogde loon in plaas daarvan.

35. 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 remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

36. BASIS OF PAYMENT.

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

37. NIGHT SHIFT WORK.

Should an employer require to operate his establishment both during the day and night, any time worked after 6 p.m. until 6 a.m. will be regarded as night shift work. All employees for whom wages are prescribed in this agreement and who are required or permitted to perform night shift work must in addition to the prescribed wage rate receive an additional 10 per cent (ten per cent) of the prescribed rate for all time worked during the night shift.

Time worked by all employees after the completion of the usual shift in the establishment concerned, shall be regarded as overtime and must be paid for at the rates prescribed in Clause 10.

38. HOURLY RATE.

Notwithstanding anything to the contrary in this Agreement, all work performed by employees shall be paid for at an hourly rate: The hourly rate to be determined by dividing the prescribed weekly rate by 44.

35. VERBOD OP INDIENSNEEMING.

Ondanks andersluidende bepalings in hierdie Ooreenkoms onthef geen bepaling wat die indiensneming of diensverskaffing van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, die werkgewer 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 werkgewer moet steeds die besoldiging betaal en die voorwaardes nakom asof die indiensneming of diensverskaffing nie verbode is nie.

36. BASIS VAN BESOLDIGING.

Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms, geskied besoldiging vir alle werk gedoen, teen die skaal voorgeskryf vir die werksaamheid of werksaamhede verrig, en is nie gebaseer op die tegniese bedreuenheid of kwalifikasies van die betrokke werknemer nie.

37. NAGSKOFWERK.

Indien 'n werkgewer sy inrigting sowel gedurende die dag as die nag wil laat werk, word enige tyd wat na 6 nm. tot 6 vm. gewerk word, as nagskofwerk beskou. Alle werknemers vir wie lone in dié Ooreenkoms voorgeskryf is en wat verplig of toegelaat word om nagskofwerk te doen, moet, benewens die voorgeskrewe loonskaal 'n verdere 10 persent (tien persent) van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

Tyd deur werknemers gewerk ná die voltooiing van die gewone skof in die betrokke inrigting moet as oortyd beskou word en moet volgens die lone in klousule 10 voorgeskryf, besoldig word.

38. UURSKAAL.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet vir alle werk deur werknemers verrig, teen 'n uurskaal betaal word. Die uurskaal moet bepaal word deur die voorgeskrewe weekskaal deur 44 te deel.

APPENDIX A.

[Statement submitted in terms of Clause 13 (iv) (a) of the Agreement.]

Name and address of employer _____

Week ending _____

Index Number allotted by the Council.	Surname of Employee	Occupation.	Hourly Rate.	No. of Hours worked during Week.	Christian Name or Names of Employee.	Total Remuneration Paid.	Amount on which Holiday Bonus is Paid.	Total No. of Hours Ill.	Total Hours of Compulsory Short Time.	Total Hours away on Own Accord.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				
		Amount payable to the Central Fund.....				£ : :				
						£ : :				

AANHANGSEL A.

[Staat ingedien ingevolge klousule 13 (iv) (a) van die Ooreenkoms.]

Naam en adres van werkgewer _____

Week eindigende _____

Indeksnummer deur Raad toegeken.	Familienaam van werknemer.	Bedryf.	Uurloon.	Getal ure gedurende week gewerk.	Voornaam of -name van werknemer.	Totale besoldiging betaal.	Bedrag waarop vakansiebonus betaal word.	Totale getal ure siek.	Totale getal ure verpligte korttyd.	Totale getal ure weg uit eie beweging.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				
		Bedrag aan sentrale fonds betaalbaar.....				£ : :				
						£ : :				

APPENDIX B.

[Notice required under Clause 7 (4) of Part I of the Industrial Council 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	p.m.	p.m. to p.m.
Afternoon Break.....	a.m. to	p.m.	p.m. to p.m.

APPENDIX C.

[Medical Certificate under Clause 29 (2) of Agreement for Furniture Industry.]

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

PART II.

WAGES.

For a period of one year from the date of publication of this Agreement, the wages prescribed hereunder, shall in accordance with Clause 27 of Part I of the Agreement apply to Areas A and B for all or any of the operations either by hand or machine in the manufacture of furniture either in whole or in part and irrespective of the materials used.

For the purpose of this Clause, Area A will be divided into Area A (1) and Area (2).

Area A (1) will be Area A as defined in Clause 3 of Part I of this Agreement, excluding the area within the radius of 100 from the General Post Office, Cape Town, lying outside the magisterial districts of the Cape, Bellville, Wynberg and Simonstown.

Area A (2) will be the area within a radius of 100 miles from the General Post Office, Cape Town, excluding the magisterial districts of the Cape, Bellville, Wynberg and Simonstown.

1. With the exception of the employees referred to in Clause 2 to 11 inclusive hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Industry at the date of gazettal of this agreement, shall be paid the minimum wage prescribed for the area in which he is employed:—

	£	s.	d.	
Minimum wage in Area A (1).....	7	0	0	per week.
Minimum wage in Area A (2).....	6	10	0	per week.
Minimum wage in Area B.....	6	3	0	per week.

2. Learners employed in learning the operations covered by Clause 1 of Part II of this Agreement:—

	£	s.	d.	Area A (1), A (2) and B.
For the first year of employment.....	1	10	0	per week.
For the second year of employment.....	2	10	0	per week.
For the third year of employment.....	3	5	0	per week.
For the fourth year of employment.....	4	5	0	per week.
Thereafter the wage prescribed in Clause 1.				

3. (1) Juvenile male employees engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, during the authorised probation period..... 1 0 0 per week.

(2) All other juveniles. The minimum wage prescribed for adult employees employed on the same class of work.

4. Employees engaged in:—

	£	s.	d.	Area A (1).	£	s.	d.	Area A (2).	£	s.	d.	Area B.
(1) Positioning of wooden and metal lathes and crossbars to frames for upholstering.....	5	0	0	4	10	0	4	5	0	4	5	0
(2) Fixing of ready made cane mats.....	4	12	6	4	5	0	4	0	4	0	4	0
(3) Setting up and operating single drum sander, open belt sander, open disc sander, bobbin sander, air filled sander	4	12	6	4	5	0	4	0	4	0	4	0
(4) Boring holes.....	4	12	6	4	5	0	4	2	10			
(5) Morticing on the mortice machine only.....	4	12	6	4	5	0	4	1	4			
(6) Operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges at	4	12	6	4	5	0	4	1	4			
(7) Filling of cushions with spring interiors and or spring units.....	4	10	0	4	2	6	3	18	0			
(8) Bolting.....	2	10	0	2	7	0	2	4	6			
(9) Making and/or pointing of wooden dowels and pins by hand and/or machine.....	2	10	0	2	7	0	2	4	6			
(10) Knocking in wooden dowels by hand.....	2	10	0	2	7	0	2	4	6			
(11) Sandpapering by hand and/or portable sander regardless of whether the articles papered is stationary or rotating	2	10	0	2	7	0	2	4	6			
(12) Bending of solid timber by hand or mechanical process.....	2	10	0	2	7	0	2	4	6			
(13) Knocking of sockets for castors.....	2	10	0	2	8	0	2	6	0			
(14) Filling of holes or cracks in furniture with wood filler or similar substances.....	2	10	0	2	7	0	2	4	6			
(15) Fixing bed iron, domes and castors.....	2	10	0	2	8	0	2	6	0			
(16) The application of wax.....	2	10	0	2	7	0	2	4	6			
(17) The painting and/or filling of edges.....	2	10	0	2	7	0	2	4	6			
(18) The removal of doors and fittings prior to preparation for polishing.....	2	10	0	2	7	0	2	4	6			
(19) Filling in with plaster of paris or any other filling material.....	2	10	0	2	7	0	2	4	6			

AANHANGSEL B.

Kennisgewing vereis ingevolge klousule 7 (4) van deel I van die Nywerheidsraadooreenkoms.

Dag.	Begintyd.	Ophoutyd.	Etensuur.
Maandae.....	vm. tot.....	nm. tot.....	nm. tot.....
Dinsdae.....	vm. tot.....	nm. tot.....	nm. tot.....
Woensdae.....	vm. tot.....	nm. tot.....	nm. tot.....
Donderdae.....	vm. tot.....	nm. tot.....	nm. tot.....
Vrydae.....	vm. tot.....	nm. tot.....	nm. tot.....
Saterdag.....	vm. tot.....	nm. tot.....	nm. tot.....
Voormiddagpouse.....	vm. tot.....	vm. tot.....	nm. tot.....
Namiddagpouse.....	nm. tot.....	nm. tot.....	nm. tot.....

AANHANGSEL C.

Doktersertifikaat ingevolge klousule 29 (2) van Ooreenkoms vir Meubelnywerheid.

Ek sertifiseer dat ek (naam voluit) _____, 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 liggaamlike gebrek of wanstaltigheid insluitende breuke.....
 (c) Toestand van longe.....
 (d) Toestand van mangels en adenoïede.....
 (e) Toestand van nekkliere.....
 (f) Toestand van tande.....
 (g) Gehoor.....
 (h) Oë.....
 (i) Aansteeklike siekte.....
 (j) Pedikulose.....
 (k) Liggaamlike ontwikkeling.....

Plek _____ Mediese Amptenaar.
 Datum _____ 19 _____

DEEL II.

LONE.

Vir 'n tydperk van een jaar vanaf die publikasie van hierdie Ooreenkoms moet die lone hieronder voorgeskryf ingevolge klousule 27 van deel I van die Ooreenkoms, van toepassing wees op gebiede A en B vir alle of enige werksaamhede hetsy met die hand of masjien in die vervaardiging van meubels hetsy in die geheel of gedeeltelik en ongeag die materiaal gebruik.

Vir die doel van dié Klousule word gebied A in gebied A (1) en gebied (2) verdeel.

Gebied A (1) is gebied A soos omskryf in klousule 3 van deel I van die Ooreenkoms, uitgesonderd die gebied binne 'n straal van 100 myl van die Hoofposkantoor, Kaapstad, af, wat buite die magistraatsdistrikte die Kaap, Bellville, Wynberg en Simonstad geleë is.

Gebied A (2) is die gebied binne 'n straal van 100 myl van die Hoofposkantoor, Kaapstad, af, uitgesonderd die magistraatsdistrikte die Kaap, Bellville, Wynberg en Simonstad.

1. Met uitsondering van die werknemers genoem in klousule 2 tot en met 11 hieronder moet elke en iedere werknemer in diens in almal of enige een van die werksaamhede uitgevoer in die Meubelnywerheid op die datum van publikasie van hierdie Ooreenkoms in die Staatskoerant, die minimum loon betaal word wat voorgeskryf is vir die gebied waarin hy in diens is:—

	£	s.	d.
Minimum loon in gebied A (1).....	7	0	0 per week.
Minimum loon in gebied A (2).....	6	10	0 per week.
Minimum loon in gebied B.....	6	3	0 per week.

2. Leerlinge in diens om die werksaamhede te leer wat gedek word deur klousule I van deel II van die Ooreenkoms:—

	Gebied A (1), A (2) en B.
	£ s. d.
Vir die eerste jaar diens.....	1 10 0 per week.
Vir die tweede jaar diens.....	2 10 0 per week.
Vir die derde jaar diens.....	3 5 0 per week.
Vir die vierde jaar diens.....	4 5 0 per week.
Daarna die loon voorgeskryf in klousule 1.	

3. (1) Jeugdige manlike werknemers in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die gemagtigde proeftyd..... 1 0 0 per week.

(2) Alle ander jeugdiges. Die minimum voorgeskrewe loon vir volwasse werknemers in diens in dieselfde klas werk.

4. Werknemers in diens vir:—

	Gebied A (1).	Per week. Gebied A (2).	Gebied B.
	£ s. d.	£ s. d.	£ s. d.
(1) Hout- en metaallatte en dwarsstange in posisie aan rame vir stoffering plaas.....	5 0 0	4 10 0	4 5 0
(2) Klaargemaakte rottangmatte vassit.....	4 12 6	4 5 0	4 0 4
(3) Eendromskuurder, oopbandskuurder, oopskyfskuurder, tolskuurder, lugge vulde skuurder oprig en bedien.....	4 12 6	4 5 0	4 0 4
(4) Gate boor.....	4 12 6	4 5 0	4 2 10
(5) Tappgate slegs op die tapmasjien boor.....	4 12 6	4 5 0	4 1 4
(6) Uitholmasjien bedien om uithollings vir slotte en skarniere te sny.....	4 12 6	4 5 0	4 1 4
(7) Kussings met veerbinnewerk en/of veereenhede vul.....	4 10 0	4 2 6	3 18 0
(8) Vasbout.....	2 10 0	2 7 0	2 4 6
(9) Houttappenne of penne met die hand of masjien maak en/of punte aansit.....	2 10 0	2 7 0	2 4 6
(10) Houttappenne met die hand inslaan.....	2 10 0	2 7 0	2 4 6
(11) Met die hand en/of draagbare skuurder skuur ongeag of die artikel wat geskuur word, stilstaan of draai.....	2 10 0	2 7 0	2 4 6
(12) Soliede hout met die hand of meganiese toestel buig.....	2 10 0	2 7 0	2 4 6
(13) Sokke vir wietletjies klop.....	2 10 0	2 8 0	2 6 0
(14) Gate of barste in meubels met houtvulsel of soortgelyke stof vul.....	2 10 0	2 7 0	2 4 6
(15) Bedyster, koepels en wietletjies vassit.....	2 10 0	2 8 0	2 6 0
(16) Was aansit.....	2 10 0	2 7 0	2 4 6
(17) Rande verf en/of vul.....	2 10 0	2 7 0	2 4 6
(18) Deure en toebehore afhaal voordat poleerwerk begin.....	2 10 0	2 7 0	2 4 6
(19) Met gips of enige ander vulsel vul.....	2 10 0	2 7 0	2 4 6

	Per Week.			Per Week.			Per Week.		
	Area A (1).	Area A (2).	Area B.	Area A (1).	Area A (2).	Area B.	Area A (1).	Area A (2).	Area B.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(20) Bleaching of furniture with acids or any other bleaching agent.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(21) Stripping of polished surface.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(22) Staining, oiling, filling and/or reviving by hand only.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(23) Webbing.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(24) Tacking of plywood on to loose seats for upholstery purposes.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(25) Spraying of metal.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(26) Riemple work.....	2 10 0	2 8 0	2 6 6	2 10 0	2 8 0	2 6 6	2 10 0	2 8 0	2 6 6
(27) Hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing..	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(28) Teasing coir or other materials by machine.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(29) Stipling and punching the background of carving.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
5. Employees engaged in:—									
(1) Bedding making, which means the manufacture by hand or mechanical appliance either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, 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, cushion 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 excluding the undermentioned sundry operations	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(2) Weaving of spring mesh.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(3) Stuffing filling into mattress cases whether by hand or machine.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(4) Side stitching.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(5) Tufting, whether by hand or machine.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(6) Operating a border quilting machine.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(7) Operating a top quilting machine.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(8) Preparing frames and rollers for the top quilting machine.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(9) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(10) Filling of cushions with spring interiors and/or spring units.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(11) Laying out filling material upon a spring unit.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(12) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(13) Tape edging a spring interior mattress.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(14) Roll edging by hand or machine.....	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0	4 10 0	4 2 6	3 18 0
(15) Cutting tops, borders and cases.....	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(16) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(17) Sewing mattress handles to borders.....	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(18) Sewing of quilted borders on to mattress units prior to tape edging.....	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(19) Closing up, by hand or machine, the mouth of a mattress.....	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(20) Joining border lengths.....	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(21) Closing pillows, cushions, bolsters.....	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
(22) Bolting by hand of bed mattress frames studio couch frames and cots.....	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0
(23) Preparing spools for a border quilting machine.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(24) Cutting quilted borders to length.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(25) Punching holes in mattress borders.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(26) Fitting ventilators and handles to mattress borders.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(27) Feeding the interlacing machine.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(28) Cutting and making of pads irrespective of materials used.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(29) Positioning of laths, cross bars or fixing webbing to mattress or bed frames.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(30) Staining mattress frames.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(31) Affixing lugs to mattress frames.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(32) Positioning and securing a mesh to a mattress frame.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(33) Hanging loops on needles in compression tufting.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(34) Loading, wheeling and operating a cloth spreading machine.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(35) Operating a teasing machine.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(36) Attending a loop making machine.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(37) Attaching loops to buttons or tufts.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(38) Fitting castors and sockets.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(39) Staining and/or varnishing by hand, frames for bedding.....	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6	2 10 0	2 7 0	2 4 6
(40) 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 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(41) Fixing bed irons.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
(42) Attaching spring units to bed frames.....	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0	2 10 0	2 8 0	2 6 0
6. Learners employed in learning the classes of work referred to in section 5:—									
For the first six months of employment.....	1 10 0	1 7 6	1 6 0	1 10 0	1 7 6	1 6 0	1 10 0	1 7 6	1 6 0
For the second six months of employment.....	2 0 0	1 17 6	1 15 6	2 0 0	1 17 6	1 15 6	2 0 0	1 17 6	1 15 6
For the third six months of employment.....	2 10 0	2 7 6	2 5 0	2 10 0	2 7 6	2 5 0	2 10 0	2 7 6	2 5 0
For the fourth six months of employment.....	3 0 0	2 17 6	2 15 0	3 0 0	2 17 6	2 15 0	3 0 0	2 17 6	2 15 0
Thereafter the wage prescribed in section 5 (1).									
7. Employers 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; but shall exclude the cutting of covers	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0	3 10 0	3 5 6	3 2 0
8. Learners employed in learning the class of work referred to in section 7:—									
For the first six months of employment.....	1 5 0	1 2 6	1 1 3	1 5 0	1 2 6	1 1 3	1 5 0	1 2 6	1 1 3
For the second six months of employment.....	1 15 0	1 12 6	1 10 9	1 15 0	1 12 6	1 10 9	1 15 0	1 12 6	1 10 9
For the third six months of employment.....	2 5 0	2 2 6	2 0 3	2 5 0	2 2 6	2 0 3	2 5 0	2 2 6	2 0 3
For the fourth six months of employment.....	2 15 0	2 12 6	2 10 0	2 15 0	2 12 6	2 10 0	2 15 0	2 12 6	2 10 0
Thereafter the wages prescribed in section 7.									

	Gebied A (1).	Per week. Gebied A (2).	Gebied B.
	£ s. d.	£ s. d.	£ s. d.
(20) Meubels met sure of enige ander bleikmiddel bleik.....	2 10 0	2 7 0	2 4 6
(21) Gepoleerde oppervlaktes uitmekaarhaal.....	2 10 0	2 7 0	2 4 6
(22) Slegs met die hand beits, vul, olie en/of hernuwe.....	2 10 0	2 7 0	2 4 6
(23) Seilbandwerk.....	2 10 0	2 7 0	2 4 6
(24) Laaghout aan los sitplekke vasspyker vir stoffeerwerk.....	2 10 0	2 7 0	2 4 6
(25) Metaalbespuiting.....	2 10 0	2 7 0	2 4 6
(26) Riempiewerk.....	2 10 0	2 8 0	2 6 6
(27) Spiraalvere en/of kettings en/of veerwerk, tipe sigsag of nie-sak, aanhaak.....	2 10 0	2 8 0	2 6 0
(28) Klapperbaar of ander materiaal met masjien uitpluis.....	2 10 0	2 7 0	2 4 6
(29) Die agtergrond van houtsneewerk stippel en pons.....	2 10 0	2 7 0	2 4 6

5. Werknemers in:—

(1) Bedde maak, wat beteken die vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, „hair-lock”, vlok, kapok, katoen, watte, hare, vesel, wol, vere, gras, kaf, strooi, rubber, of enige ander soortgelyke stowwe; of enige kombinasie van veerbinnewerk, alle soorte draadvere, ketting en/of spiraalvere, vol spiraalvere, maasvere, spiraalvere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, oortrekke, bedsprei, die aanklop en/of aanhaak aan veermatrasrade, kettingveermase, spiraalvere, en spiraalvere aan rame vir beddegoed, maar met uitsluiting van die ondergenoemde diverse werksaamhede	4 10 0	4 2 6	3 18 0
(2) Veermaaswerk vleg.....	4 10 0	4 2 6	3 18 0
(3) Vulsel in matrasslope insteek met hand of masjien.....	4 10 0	4 2 6	3 18 0
(4) Sye stik.....	4 10 0	4 2 6	3 18 0
(5) Kwassies maak, met die hand of masjien.....	4 10 0	4 2 6	3 18 0
(6) 'n Randstikwerkmasjien bedien.....	4 10 0	4 2 6	3 18 0
(7) Topstikmasjien bedien.....	4 10 0	4 2 6	3 18 0
(8) Rame en rollers vir die topstikmasjien berei.....	4 10 0	4 2 6	3 18 0
(9) Deurgevlegte kussinkies aan veereenhede hetsy met die hand of masjien, vassit, stik of vaskram	4 10 0	4 2 6	3 18 0
(10) Geskikte matrasrande aan veereenhede vassit.....	4 10 0	4 2 6	3 18 0
(11) Vulsel op 'n veereenheid spreid.....	4 10 0	4 2 6	3 18 0
(12) Matrasstoppe, hetsy gestik of nie, in posisie vassit om 'n voorafgeboude binnewerk of springmatras te bou	4 10 0	4 2 6	3 18 0
(13) Bande aan kante van 'n binneveermatras stik.....	4 10 0	4 2 6	3 18 0
(14) Rolkantwerk met hand of masjien doen.....	4 10 0	4 2 6	3 18 0
(15) Bostukke, rande en oortreksels uitsny.....	3 13 0	3 5 6	3 2 0
(16) Alle stikwerk nodig by die vervaardiging van tappe, rande, matrasslope, ateljeerus-bankoortrekke en onderdele	3 10 0	3 5 6	3 2 0
(17) Matrashandvatsels aan rande stik.....	3 10 0	3 5 6	3 2 0
(18) Gestikte rande aan matraseenhede stik voor die stik van kanrande.....	3 10 0	3 5 6	3 2 0
(19) Die bek van die matras toewerk, met die hand of masjien.....	3 10 0	3 5 6	3 2 0
(20) Randlengtes saamvoeg.....	3 10 0	3 5 6	3 2 0
(21) Bedkussings, stoelkussings en peule toewerk.....	3 10 0	3 5 6	3 2 0
(22) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout.....	2 10 0	2 10 0	2 10 0
(23) Spoel vir 'n randstikwerkmasjien berei.....	2 10 0	2 8 0	2 6 0
(24) Gestikte rande volgens lengte sny.....	2 10 0	2 8 0	2 6 0
(25) Gate in matrasrande sny.....	2 10 0	2 8 0	2 6 0
(26) Luggate en handvatsels aan matrasrande aansit.....	2 10 0	2 8 0	2 6 0
(27) Deurvlegmasjien voer.....	2 10 0	2 8 0	2 6 0
(28) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	2 10 0	2 8 0	2 6 0
(29) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....	2 10 0	2 8 0	2 6 0
(30) Matrasrame kleur.....	2 10 0	2 7 0	2 4 6
(31) Hingsels aan matrasrame heg.....	2 10 0	2 8 0	2 6 0
(32) 'n Maas aan 'n matrasraam in posisie plaas en heg.....	2 10 0	2 8 0	2 6 0
(33) Oë aan naalde in drukdeurstikmasjien hang.....	2 10 0	2 8 0	2 6 0
(34) Doekspreimasjien laai, stoot en bedien.....	2 10 0	2 8 0	2 6 0
(35) 'n Plusmasjien bedien.....	2 10 0	2 8 0	2 6 0
(36) 'n Oogmaakmasjien bedien.....	2 10 0	2 8 0	2 6 0
(37) Oë aan knope of klossies heg.....	2 10 0	2 8 0	2 6 0
(38) Wieleltjies en mowwe aansit.....	2 10 0	2 8 0	2 6 0
(39) Rame vir beddegoed met die hand kleur en/of vernis.....	2 10 0	2 7 0	2 4 6
(40) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vashaak, afgesien van die materiale waarvan die rame gemaak is	2 10 0	2 8 0	2 6 0
(41) Bedyster aansit.....	2 10 0	2 8 0	2 6 0
(42) Veereenhede aan bedrame heg.....	2 10 0	2 8 0	2 6 0

6. Leerlinge in diens om die klasse werk te leer wat in artikel 5 genoem word:—

Vir die eerste ses maande diens.....	1 10 0	1 7 6	1 6 0
Vir die tweede ses maande diens.....	2 0 0	1 17 6	1 15 6
Vir die derde ses maande diens.....	2 10 0	2 7 6	2 5 0
Vir die vierde ses maande diens.....	3 0 0	2 17 6	2 15 0
Daarna die loon in afdeling 5 (1) voorgeskryf.			

7. Werknemers in diens in enige werksaamheid of proses of in die geheel of gedeeltelik met die hand of meganiese toestel gedoen in glijsteek, stik en/of aanmekaarvoeg van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne maar omvat nie die uitsny van oortreksels nie.....

3 10 0	3 5 6	3 2 0
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8. Leerlinge in diens om die klas werk te leer wat in artikel 7 genoem word:—

Vir die eerste ses maande diens.....	1 5 0	1 2 6	1 1 3
Vir die tweede ses maande diens.....	1 15 0	1 12 6	1 10 9
Vir die derde ses maande diens.....	2 5 0	2 2 6	2 0 3
Vir die vierde ses maande diens.....	2 15 0	2 12 6	2 10 0
Daarna die loon in artikel 7 voorgeskryf.			

Per Week.
Area A(1). Area A(2). Area B.
£ s. d. £ s. d. £ s. d.

9. Employees engaged in:—

(1) Cleaning and sweeping of premises.....									
(2) Cleaning machinery, plans, tools, spray guns 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) Unpacking, baling and unbaling raw materials.....									
(10) Cleaning and blowing down of equipment.....									
(11) Attending boiler, incinerator and or oven.....									
(12) Loading and unloading kilns.....									
(13) Making tea or other similar beverages.....									
(14) The treatment of timber for preservation.....									
(15) Packing articles into cartons and/or cardboard containers.....									
(16) Packing articles into cartons and thereafter filling and closing such cartons and containers.....	1	17	6	1	13	0	1	11	1
(17) Washing and/or wiping off glue.....									
(18) Stripping second-hand upholstery and bedding.....									
(19) Assisting a furniture machinist in handling materials before and after machining....									
(20) Cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire hoop iron and all similar materials.....									
(21) Riveting or making threads on iron bolts and rods.....									
(22) Operating presses of any type.....									
(23) Baling and dipping of upholstery springs.....									
(24) Attending to dust bags and/or cyclones from sanding machines.....									
(25) Glueing sandpaper discs.....									
(26) Wrapping in paper or cardboard.....									
(27) Insertion of rubber units into mattress cases.....									
(28) Cutting of rubber units.....									
(29) Taping of veneers and attending veneer press.....									
(30) Removing, washing and/or cleaning off glue and paper from pressed veneers.....									
(31) Straightening and/or cutting hoop-iron used for webbing.....									
(32) Filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....									
(33) Beating and/or teasing coir by hand.....									
(34) Cleaning metal rods.....									
(35) Weighting pillows, bolsters, quilts and cushions.....									
(36) Teasing coir or any other materials by hand.....									
(37) Stripping bedding.....									
(38) Removing glue from furniture.....									
(39) Bending, punching, rivetting, drilling and/or assembling metal parts.....	1	17	6	1	15	0	1	13	1
(40) Glue mixing, weighing and preparing.....									
(41) The application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employees referred to in sub-clause 45 hereunder									
(42) Operating the tenon squashing machine.....	1	17	6	1	13	0	1	11	1
(43) Marking by template pattern and/or jig in preparation for machining.....									
(44) Marking of pattern, template and/or jig.....									
(45) The putting together or assembling of furniture parts which are to be cramped, clamped or pressed provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in Clause 1 of this part who are engaged in cramping, clamping or pressing shall not exceed two to one.....									
(46) Making and jointing sandpaper or discs and belts for open belt sanders.....	1	17	6	1	13	0	1	13	1
(47) Straining of materials.....									
(48) Taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing.....									
(49) Tapeless jointing by machine.....									
(50) Loading and unloading vacuum bag and press of any kind.....									
(51) Washing of gum or other tapes.....									
(52) Stacking parts after pressing.....									
(53) Assisting upholsterer in holding cover.....	1	17	6	1	13	0	1	11	1

10. Employees employed:—

(1) In welding other than spot welding.....	7	0	0	6	10	0	6	3	0
(2) In spot welding.....	4	6	3	4	6	3	4	6	3
(3) In the maintenance of machinery.....	7	0	0	6	10	0	6	3	0
(4) As despatch clerk, storeman, timekeeper.....	4	0	0	3	15	0	3	11	0
(5) As caretaker, watchman.....	3	4	6	3	2	3	3	0	0
(6) As packer.....	3	0	0	2	15	0	2	12	0
(7) As learner packer.....	2	0	0	1	15	0	1	13	0
(8) 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	8	0	2	6	0
(9) As office messenger.....	1	10	0	1	10	0	1	7	6

11. Office employees: Notwithstanding anything to the contrary in this Agreement, the following will be the wages payable to male and female office employees:—

	Per Month.					
	Area A(1).		Area A(2).		Area B.	
	£	s. d.	£	s. d.	£	s. d.
Male:—						
First year of employment.....	7	0	0	6	1	6
Second year of employment.....	10	0	0	9	4	0
Third year of employment.....	13	5	0	12	9	0
Fourth year of employment.....	16	10	0	15	6	0
Fifth year of employment.....	20	3	0	17	15	0
Thereafter.....	23	10	0	20	3	0
Female:—						
First year of employment.....	7	0	0	5	18	0
Second year of employment.....	8	13	4	7	17	2
Third year of employment.....	9	10	0	8	17	2
Fourth year of employment.....	11	10	0	11	3	4
Thereafter.....	13	10	0	12	18	6

9. Werknemers in:—

	Gebied A (1). £ s. d.			Per week. Gebied A (2). £ s. d.			Gebied B. £ s. d.		
(1) Persele skoonmaak en vee.....									
(2) Masjinerie, installasie, gereedskap, spuittoestelle en gerei skoonmaak.....									
(3) Masjiene en/of voertuie olie en smeer.....									
(4) Witkalk.....									
(5) Voertuie laai en/of aflaai.....									
(6) Materiaal hanteer.....									
(7) 'n Voertuig of handkar stoot of trek.....									
(8) Aflewering deur handvoertuie.....									
(9) Grondstowwe uitpak, baal en uit bale haal.....									
(10) Uitrusting skoonmaak en -blaas.....									
(11) Stoomketel, verbrander en/of drooggoonde bedien.....									
(12) Drooggoonde laai en ontlai.....									
(13) Tee of ander dergelike drank maak.....									
(14) Die behandeling van hout vir preservering.....									
(15) Artikels in kartonne en/of kartonhouers verpak.....									
(16) Artikels in kartonne en/of kartonhouers verpak en daarna die kartonne en houers vul en sluit.....									
(17) Lym afwas en/of afvee.....									
(18) Gebruikte stoffeerwerk en beddegoed uitmekaarhaal.....									
(19) Meubelmasjini help om materiale voor en na masjienwerk te hanteer.....	1	17	6	1	13	0	1	11	1
(20) Metaalstawe sny, hingsels, metaalbuise, metaalstrokie, draad, hoepelyster en ander dergelike materiale sny.....									
(21) Ysterboute en -stawe klink en draad sny.....									
(22) Enige soort pers bedien.....									
(23) Stoffeerwerk baal en indompel.....									
(24) Sorg vir stofsakke en/of siklone van skuurmasjien.....									
(25) Skuurpapierskywe lym.....									
(26) In papier of karton toedraai.....									
(27) Rubbereenhede in matrasslope insit.....									
(28) Rubbereenhede sny.....									
(29) Finnerhout insit en finnerpers bedien.....									
(30) Lym en papier van geperste finnerhout verwyder, was en/of skoonmaak.....									
(31) Hoepelyster vir vlegwerk gebruik, reguit maak en/of sny.....									
(32) Bedkussings en peule met stowwe of materiaal vul, behalwe veerbinnewerk en/of veereenhede.....									
(33) Klapperhaar met hand uitklop en/of uitpluis.....									
(34) Metaalstawe skoonmaak.....									
(35) Bedkussings, peule, stoelkussings en spreie weeg.....									
(36) Klapperhaar of enige ander materiaal met die hand uitpluis.....									
(37) Beddegoed uitmekaarhaal.....									
(38) Lym van meubels verwyder.....									
(39) Metaaldele buig, pons, klink, boor en/of inmeekaarsit.....									
(40) Lym meng, weeg en berci.....	1	17	6	1	15	0	1	13	1
(41) Die aansit en/of spre van lym en lymverhardmiddels met die hand, kwas of masjien maar uitdruklik met uitsondering van die aanmeekaarsit of monteer van meubelonderdele. Hierdie uitsondering is nie van toepassing op die werknemers wat in subklousule 45 hieronder genoem word nie.....									
(42) Tappladrukmasjien bedien.....									
(43) Met leipatroon, patroon en/of setmaat afmerk ter bereiding vir masjienwerk.....	1	17	6	1	13	0	1	11	1
(44) Van patroon, leipatroon en/of setmaat afmerk.....									
(45) Meubelonderdele inmeekaarsit deur middel van klampe of druktoestelle, met dien verstande dat die verhouding van werknemers wat dié werk uitvoer, tot werknemers wat die loon ontvang wat voorgeskryf word in klousule 1 van hierdie deel en wat klamp- of drukwerk uitvoer, nie meer as 2 tot 1 mag wees nie.....									
(46) Skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg.....	1	17	6	1	13	0	1	13	1
(47) Materiaal deursyg.....									
(48) Finnerstukke, laaghout en hartebord aan rame of kernmateriaal vassit met bande, kramme en/of spykers, vir drukwerk.....									
(49) Verbandlose laswerk met masjien.....									
(50) Enige soort vakuumsak en pers laai en ontlai.....									
(51) Gom- of ander bande was.....									
(52) Onderdele na perswerk opstapel.....									
(53) Stoffeerder help deur oortreksel vas te hou.....	1	17	6	1	13	0	1	11	1

10. Werknemers in diens:—

(1) Vir sweiswerk, uitgesonderd kolsweiswerk.....	7	0	0	6	10	0	6	3	0
(2) Kolsweiswerk.....	4	6	3	4	6	3	4	6	3
(3) Onderhoud van masjinerie.....	7	0	0	6	10	0	6	3	0
(4) As 'n versendingsklerk, masjienman, tydopnemer.....	4	0	0	3	15	0	3	11	0
(5) As opsigter, wag.....	3	4	6	3	2	3	3	0	0
(6) As verpakker.....	3	0	0	2	13	0	2	12	0
(7) As leerling-verpakker.....	2	0	0	1	15	0	1	13	0
(8) In verband met enige van die prosesse in die konstruksie van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele.....	2	10	0	2	8	0	2	6	0
(9) As kantoorbode.....	1	10	0	1	10	0	1	7	6

11. Kantoorwerknemers: Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms, is die volgende die lone betaalbaar aan manlike en vroulike kantoorwerknemers:—

	Gebied A (1). £ s. d.			Per maand. Gebied A (2). £ s. d.			Gebied B. £ s. d.		
Mans:—									
Eerste jaar diens.....	7	0	0	5	18	9	5	11	9
Tweede jaar diens.....	10	0	0	9	4	0	8	14	0
Derde jaar diens.....	13	5	0	12	9	0	11	15	9
Vierde jaar diens.....	16	10	0	15	6	0	14	9	6
Vyfde jaar diens.....	20	3	0	17	15	0	16	15	0
Daarna.....	23	10	0	20	3	0	18	19	6
Vrouens:—									
Eerste jaar diens.....	7	0	0	5	18	9	5	11	9
Tweede jaar diens.....	8	13	4	7	17	2	7	1	0
Derde jaar diens.....	9	10	0	8	17	2	8	4	8
Vierde jaar diens.....	11	10	0	11	3	4	10	16	8
Daarna.....	13	10	0	12	18	6	12	7	0

PART III.

DRIVERS OF MOTOR VEHICLES.

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles in Areas A1, A2, and B.

1. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Determination which is defined in the Wage Act, 1937, shall have the same meaning as in that Act and unless inconsistent with the context—

- "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- "day" means the period of twenty-four hours calculated from the time the employee commences work;
- "emergency work" means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 4 and any other work arising from any unforeseen occurrence due to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay or which is necessary to ensure the maintenance and/or provision of power, light, water, telephone, public health, sanitary, cleansing, public transport or airport services, or for the fulfilment of orders for the supply of goods to, or the provisions of services in connection with ships, trains, air services, hospitals, or the Union armed forces;
- "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;
- "hours of work" includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work;
- "licensing authority" means any authority empowered by law to issue licences in respect of vehicles and/or trailers;
- "motor transport driving" means the driving of vehicles used for the transportation of goods and which are propelled by other than human or animal power, and includes any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required;
- "piece-work or task-work" means any system under which an employee's remuneration is based on the weight, volume or number of articles or goods conveyed or on the number of journeys undertaken or the mileage covered;
- "trailer" means any conveyance drawn by a vehicle;
- "unladen weight" means the weight of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;
- "vehicle" means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a mechanical horse and/or tractor;
- "wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 4.

(2) In classifying an employee for the purpose of this determination, he shall be deemed to be in that class in which he is wholly or mainly engaged.

2. WAGES.

(1) The minimum wage which shall be paid by an employer to each of the undermentioned classes of his employees shall be as set out hereunder:—

(a) *Employees other than Casual Employees.*—An employee who drives a vehicle, other than a steam-wagon, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicles:—

	Per Week.					
	Area A (1).		Area A (2).		Area B.	
	£	s. d.	£	s. d.	£	s. d.
(i) Does not exceed 6,000 lb.	4	5 0	3	17 6	3	13 3
(ii) Exceeds 6,000 lb. but does not exceed 10,000 lb.	5	5 0	4	7 6	4	2 3
(iii) Exceeds 10,000 lb.	7	0 0	5	5 0	4	18 0
An employee who drives a steam-wagon	7	0 0	5	5 0	4	18 0

(b) *Casual Employees.*—For each day or part of a day of employment one-fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Basis of Contract.*—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and, save as provided in sub-clause (3) and in clause 3 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 (1) or less.

DEEL III.

BESTUURDERS VAN MOTORVOERTUIG.

Nieteenstaande enigiets in stryd met hierdie Ooreenkoms is die volgende bepalings van toepassing op die bestuurders van motorvoertuie in gebiede A1, A2 en B.

1. WOORDOMSKEYWINGS.

(1) Tensy die teenoorgestelde blyk, beteken enige uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1937 omskryf is, dieselfde as in dié Wet en indien nie strydig met die samehang nie, beteken—

- "los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselde werkgever in diens is;
- "dag", 'n tydperk van 24 uur, bereken vanaf die tyd waarop die werknemer begin werk;
- "noodwerk", enige werk genoodsaak deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene nood-geval, of in verband met die noukeurige nagaan of herstel van installasie of masjinerie, wat nie gedurende gewone werkure, voorgeskryf ingevolge klousule 4, verrig kan word nie; en enige ander werk wat uit onvoorsiene voorvalle ontstaan te wyte aan oorsake soos brand, storm, ongelukke, epidemie, gewelddaad, burgerlike onluste of diefstal, wat sonder uitstel verrig moet word en noodsaaklik is vir dié instandhouding en/of lewering van klag, lig, water, telefoondienste, openbare gesondheid, sanitêre, skoonmaak-, openbare vervoer- of lughawedienste, of vir die uitvoering van bestellings vir die verskaffing van goedere aan, of die lewering van dienste in verband met skepe, treine luggdienste, hospitale of die Unieverdedigingsmag;
- "inrigting", enige perseel waar die meubelnywerheid beoefen word en sluit enige perseel in waar 'n persoon in diens is in almal of enigeen van die klasse werk in Deel II van hierdie Ooreenkoms bepaal;
- "werkure", alie bestuurtydperke en enige tyd wat die bestuurder aan ander werk in verband met die voertuig of vrag bestee en alle tydperke wanneer hy verplig is om op sy pos te bly, gereed vir werk;
- "lisensie-owerheid", enige owerheid wat kragtens die wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;
- "motorvervoerbestuur", die bestuur van voertuie wat gebruik word vir die vervoer van goedere en wat nie deur diere- of mensekrag aangedryf word nie en enige tyd insluit wat die bestuurder aan ander werk in verband met die voertuig of vrag bestee, asook alle tydperke wat hy verplig is om op sy pos te bly, gereed vir werk wanneer nodig.
- "stukwerk of taakwerk", enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die gewig, volume of aantal artikels of goedere vervoer, of die aantal reise onderneem of die myle afgelê;
- "sleepwa", enige vervoermiddel wat deur 'n voertuig getrek word;
- "gewig sonder vrag", die gewig van 'n motorvoertuig en/of sleepwa soos dit aangegeven staan in 'n lisensie of sertifikaat wat vir daardie voertuig of sleepwa deur 'n lisensieowerheid uitgereik is;
- "voertuig", 'n vervoermiddel wat vir die vervoer van goedere gebruik word en wat nie aangedryf word deur mense- of dierekrag nie en 'n meganiese "perd" en/of trekker insluit;
- "loon", dié gedeelte van die besoldiging aan 'n werknemer in kontant betaalbaar ten opsigte van die gewone werkure in klousule 4 bepaal;

(2) Vir die indeling van 'n werknemer vir die toepassing van hierdie Vasstelling word dit beskou dat hy tot daardie klas behoort waarin hy uitsluitlik of hoofsaaklik werkzaam is.

2. LONE.

(1) Die minimum loon wat 'n werkgever aan ondervermelde klasse van sy werknemers moet betaal, is soos volg:—

(a) *Werknemers, uitgesonderd los werknemers.*—'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, bestuur, waarvan die gewig sonder vrag saam met die gewig sonder vrag van enige sleepwa of sleepwaens deur sodanige voertuig getrek:—

	Per week.					
	Gebied A (1).		Gebied A (2).		Gebied B.	
	£	s. d.	£	s. d.	£	s. d.
(i) Nie meer as 6,000 lb. is nie.	4	5 0	3	17 6	3	13 3
(ii) Meer as 6,000 lb. is maar nie meer as 10,000 lb. nie..	5	5 0	4	7 6	4	2 3
(iii) Meer as 10,000 lb. is.	7	0 0	5	5 0	4	18 0
'n Werknemer wat 'n stoomwa bestuur.	7	0 0	5	5 0	4	18 0

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, een-vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk doen as wat van die los werknemer verwag word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens soos bepaal in subklousule (3) en in klousule 3 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, betaal word, of hy daardie week die maksimum getal gewone ure voorgeskryf in klousule 4 (1) of minder, gewerk het.

(3) *Differential Wage*.—An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1) shall pay to such employee a wage for all the ordinary hours of work on that day at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week.

(4) *Subsistence Allowance*.—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid, in addition to the wage prescribed in sub-clause (1), a subsistence allowance of not less than—

	Areas		Area	
	A (1) and		B.	
	A (2).		A (2).	
	s.	d.	s.	d.
(a) where it is necessary for the employee to obtain an evening meal and a bed	12	6	11	3
(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast	15	0	13	6
(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal	17	6	15	9

(5) *Calculation of Monthly Wage*.—Whenever the wage due to an employee is in terms of clause 3 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

3. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees*.—Save as provided in clause 5 (3), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, monthly, during the hours of work or within thirty minutes of ceasing work, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or other container or accompanied by a statement, showing the employer's name, employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, and the period in respect of which payment is made.

(2) *Casual Employees*.—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

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

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

(5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, as amended, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to a trade union; provided that in case of a deduction for sick benefit or provident funds in terms of the second proviso to clause 6 (1) the written consent of the employee need not be obtained.
- Except where otherwise provided in this determination, whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- A deduction of any amount which an employer by any law or an order of any competent court is required or permitted to make.
- A deduction in respect of any public holiday, other than New Year's Day, Good Friday, Dingaan's Day or Christmas Day, on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day.
- When an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder—

	Per Week.		Per Month.	
	Areas		Areas	
	A (1) and A (2).	Area B.	A (1) and A (2).	Area B.
	s.	d.	s.	d.
Board.....	4	0	17	4
Lodging.....	2	0	8	8
Board and lodging.....	6	0	26	0

(3) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag benewens sy eie werk of in plaas daarvan, 'n ander klas werk te verrig waarvoor 'n hoër loon as dié vir sy eie klas in subklousule (1) voorgeskryf is, moet dié werknemer vir alle gewone werkure op daardie dag gewerk, vir elke uur betaal teen 'n skaal wat gelyk is aan die hoër weekloon gedeel deur die getal gewone ure wat deur die werknemer per week gewerk word.

(4) *Verblyftoelae*.—Wanneer die werk van 'n werknemer hom verhoed om vir sy nagrus na sy huis terug te keer, moet aan hom, benewens die loon in subklousule (1) voorgeskryf, 'n verblyftoelae van minstens die volgende betaal word:—

	Gebiede		Gebied	
	A (1) en		B.	
	A (2).		A (2).	
	s.	d.	s.	d.
(a) Waar dit vir die werknemer nodig is om 'n aandete en 'n bed te kry	12	6	11	3
(b) waar dit vir die werknemer nodig is om 'n aandete, bed en ontbyt te kry	15	0	13	6
(c) waart dit vir die werknemer nodig is om 'n bed, ontbyt, middag- en aandete te kry	17	6	15	9

(5) *Berekening van maandelikse loon*.—Wanneer die loon, wat aan 'n werknemer verskuldig is, kragtens klousule 3 (1) maandeliks betaal word, moet dit bereken word teen die skaal van 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

3. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers*.—Behalwe soos bepaal in klousule 5 (3) moet enige bedrag aan 'n werknemer verskuldig, uitgesonderd 'n los werknemer, weekliks of wanneer die werkgewer en werknemer skriftelik aldus ooreengekom het, maandeliks, gedurende die werkure of binne 30 minute nadat met werk opgehou is, op die gewone betaaldag van die inrigting in kontant betaal word, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag en dit moet in 'n koevert of ander houer wees of vergesel wees van 'n staat wat die name van die werkgewer meld en dié van die werknemer of die werknemer se betaalstaatsnommer, die werknemer se bedryf, die getal gewone ure en oortydure gewerk, die verskuldigde besoldigings en die tydperk ten opsigte waarvan betaling gedoen word.

(2) *Los werknemers*.—'n Werkgewer moet die besoldiging, aan elkeen van sy los werknemers verskuldig, in kontant by beëindiging van diens betaal.

(3) *Premies*.—Geen werkgewer mag ten opsigte van diensver-skaffing aan of opleiding van 'n werknemer, betaling regstreeks of onregstreeks vra of aanneem nie.

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

(5) *Losies en huisvesting*.—Behalwe soos by die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of by die Naturelle-arbeid Regelingswet, 1911, bepaal, mag 'n werkgewer nie van sy werknemer vereis om by hom te loseer en/of in te woon of by enige persoon of op enige plek deur hom aangewys nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer kan sy werknemers geen boetes opleë of enige aftrekkings van sy werknemer se loon maak nie, behalwe onderstande:—

- Met skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof, siekte, versekerings, voorsorg- of pensioenfonds, of ledegelde aan 'n vakvereniging; met dien verstande dat in die geval van 'n aftrekking vir 'n siekte-toelae of spaarfonds kragtens die tweede voorbehoudsbepaling van klousule 6 (1), die skriftelike toestemming van die werknemer nie nodig is nie.
- Behalwe soos andersins in hierdie vasstelling bepaal, as 'n werknemer van die werk af wegbly, 'n eweredige aftrekking vir die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer op daardie tyd ten opsigte van sy gewone werkure ontvang het;
- 'n aftrekking van enige bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek;
- Ten opsigte van 'n openbare vakansiedag, behalwe Nuwejaarsdag, Goeie Vrydag, Gelofte-dag en Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang het as hy op dié dag gewerk het;
- As 'n werknemer instem, of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig of die Naturelle-arbeid Regelingswet, 1911, verplig is om van sy werkgewer kos en/of huisvesting aan te neem, 'n aftrekking van hoogstens dié bedrae wat hieronder bepaal word:—

	Per week.		Per maand.	
	Gebied		Gebied	
	A (1) en A (2).	Area B.	A (1) en A (2).	Area B.
	s.	d.	s.	d.
Losies.....	4	0	17	4
Huisvesting.....	2	0	8	8
Losies en huisvesting.....	6	0	26	0

4. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- (a) in the case of an employee who works a six-day week—
 - (i) forty-eight in any week from Monday to Saturday inclusive;
 - (ii) eight and a half on five days in any week and five and a half on the remaining day;
- (b) in the case of an employee who works a five-day week—
 - (i) forty-eight in any week from Monday to Saturday inclusive;
 - (ii) nine and three-quarters on any day; provided that the number of hours of work in any week does not exceed forty-eight.

(2) The ordinary hours of work of a casual employee shall not exceed—

- (a) in the case where the employer's business is conducted on the basis of a six-day week, eight and a half on any day;
- (b) in the case where the employer's business is conducted on the basis of a five-day, nine and three-quarters on any day.

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

- (i) if such interval be for longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) shall be deemed to be overtime.

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

- (a) ten hours in any week;
- (b) two hours on any day;

Provided that in the case of an employee engaged in the removal of furniture, the limit of two hours a day may on any of the first four and any of the last four work-days in a month, be exceeded by not more than two hours, if by such extension the total number of hours of overtime worked by such employee in a month does not exceed forty-three and one-third.

(7) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by remuneration at a rate of not less than one and one-half times his ordinary wage; Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the bases which gives the greater amount of overtime during the week shall be adopted.

(8) *Savings.*—The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged in the performance of emergency work.

5. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee in respect of each completed year of employment with him, fifteen consecutive work-days' leave on full pay.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 6 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Dingaan's Day or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work-day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than five-twenty-fourths of the weekly wage which he was receiving immediately before the date of such termination.

4. WERKURE, GEWONE EN OORTYDURE EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer wees nie as—

- (a) in die geval van 'n werknemer wat 'n sesdagweek werk—
 - (i) 48 in enige week van Maandag tot en met Saterdag;
 - (ii) $8\frac{1}{2}$ op vyf dae in enige week en $5\frac{1}{2}$ op die oorblywende dag;

- (b) in die geval van 'n werknemer wat 'n vyfdagweek werk—
 - (i) 48 in enige week van Maandag tot en met Saterdag;
 - (ii) $9\frac{1}{4}$ op enige dag; met dien verstande dat die aantal werkure in enige week hoogstens 48 is.

(2) Die gewone werkure van 'n los werknemer mag nie meer wees nie as—

- (a) in die geval waar 'n werkgewer se besigheid beheer word op die basis van 'n sesdagweek, $8\frac{1}{2}$ op enige dag;
- (b) in die geval waar die werkgewer se besigheid beheer word op die basis van 'n vyfdagweek, $9\frac{1}{4}$ op enige dag.

(3) *Etensonderbreking.*—'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om meer as vyf agtereenvolgende ure sonder 'n pouse van minstens een uur te werk nie, waarin geen werk verrig mag word nie, en dié pouse word nie as deel van die gewone werkure of oortyd gereken nie; met dien verstande dat—

- (i) as dié pouse langer as een uur duur, alle tyd oor $1\frac{1}{2}$ uur as gewone werktyd gereken word;
- (ii) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken word.

(4) *Werkure moet aaneenlopend wees.*—Behoudens soos in subklousule (3) bepaal is, moet alle werkure aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat meer as die getal ure gewerk word wat ten opsigte van elke dag of week in subklousules (1) en (2) voorgeskryf is, moet as oortyd beskou word.

(6) *Beperking van oortyd.*—'n Werkgewer mag nie sy werknemer verplig of hom toelaat om langer oortyd te werk nie as—

- (a) tien uur in enige week;
- (b) twee uur op enige dag;

met dien verstande dat in die geval van 'n werknemer in diens in die vervoer van meubels, die beperking van twee uur op 'n dag op enigteen van die eerste vier en enigteen van die laaste vier werksdae in 'n maand met nie meer as twee uur oorskry mag word nie, indien die totale getal ure oortyd deur sodanige werknemer in 'n maand gewerk, nie deur sodanige verlenging meer is as $43\frac{1}{3}$ nie.

(7) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer vir alle oortyd deur hom gewerk, besoldiging betaal teen 'n skaal van minstens $1\frac{1}{2}$ maal sy gewone loon; met dien verstande dat waar daar in enige week 'n verskil is tussen die oortyd bereken op 'n daaglikse basis en die oortyd bereken op 'n weeklikse basis, die basis wat die grootste bedrag vir oortyd gedurende dié week gee, geneem moet word.

(8) *Voorbehoud.*—Die bepalinge van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy met noodwerk besig is nie.

5. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgewer sy werknemer ten opsigte van elke volle jaar diens by hom 15 agtereenvolgende dae verlof met volle betaling toestaan.

(2) Die verlof genoem in subklousule (1) moet toegestaan word op 'n tydstop wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word;
- (ii) die tydperk van die verlof nie met siekteverlof kragtens klousule 6 toegestaan, of 'n tydperk wanneer 'n werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag binne die tydperk van verlof val, nog 'n dag ter vervanging van elke sodanige dag as 'n verdere verloftydperk met volle betaling by genoemde tydperk gevoeg moet word;
- (iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat aan sy werknemer op dié se skriftelike versoek toegestaan is gedurende die jaar diens waarop die jaarlikse verloftydperk betrekking het, van die verloftydperk kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof, in subklousule (1) genoem, moet uiterlik op die laaste werkdag voor die datum van aanvang van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voordat die verloftydperk, genoem in subklousule (1), opgeloop het, moet, behalwe soos bepaal in die vierde voorbehoudsbepaling van subklousule (2), by dié beëindiging in plaas van verlof en ten opsigte van elke volle maand van die tydperk, van minder as een jaar, minstens vyf vier-en-twintigstes van die weekloon betaal word wat hy onmiddellik voor die datum van die beëindiging ontvang het.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

(6) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 6;

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this determination become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this determination and to whom any law, providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this determination, whichever is the later.

Provided that, if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

6. SICK LEAVE.

(1) An employer shall grant to his employee after two months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve work-days;
- (b) in the case of an employee who works a five-day week, ten work-days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of any such absence: Provided further that where, in any establishment, there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee, and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees: Provided further that where an employer is, by any law, required to pay, and pays hospital fees in respect of any employee referred to in such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause 5 (6).

7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Dangan's Day and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this sub-clause shall not apply.

(5) 'n Werknemer wat geregtig geword het op 'n verloftydperk ingevolge subartikel (1) en wie se dienskontrak eindig voor die verlof toegestaan is, moet by die beëindiging ten opsigte van verlof die bedrae, genoem in subklousules (1) en (4), betaal word.

(6) Vir die toepassing van hierdie klousule moet dit beskou word dat die uitdrukking „diens" enige tydperk of tydperke insluit wat 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet meemaak;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) ingevolge klousule 6 met siekteverlof afwesig is;

wat gesamentlik hoogstens tien weke in 'n jaar beloop, en beskou moet word dat dit begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie vasstelling kragtens enige wet op verlof geregtig is, vanaf die vorige datums waarop die werknemer kragtens sodanige wet laas op verlof geregtig was;
- (ii) in die geval van werknemer wat voor die aanvangsdatum van hierdie vasstelling in diens was, en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing is, maar wat nie op die verlof kragtens die bepaling daarvan geregtig geword het op die datum waarop sodanige diens 'n aanvang geneem het nie;
- (iii) in die geval van enige ander werknemer, van die datum waarop die werknemer by sy werkgever in diens getree het of, na gelang van die jongste datum, vanaf die inwerking-treding van hierdie Ooreenkoms;

met dien verstande dat as 'n werknemer se opleidingstyd ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as 30 dae in 'n jaar is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan dié waarmee die opleidingstydperk minder as 30 dae is.

6. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na twee maande diens by hom, van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, gedurende enige diensjaar by hom, altesaam—

- (a) twaalf werkdade siekteverlof toestaan in die geval van 'n werknemer wat 'n sesdagweek werk; en
- (b) tien werkdade siekteverlof in die geval van 'n werknemer wat 'n vyfdagweek werk;

en moet hom ten opsigte van enige afwesigheid kragtens die bepaling hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het; met dien verstande dat die werkgever as 'n vooropgestelde voorwaarde vir betaling deur hom van enige bedrag ten opsigte van so 'n afwesigheid kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur van die werknemer se siekte vermeld, voorgelê word; voorts met dien verstande dat wanneer daar kragtens 'n ooreenkoms tussen 'n werkgever en party van sy werknemers of al sy werknemers, of tussen 'n werkgever en 'n geregistreerde vakvereniging 'n siektebystand- of voorsorgfonds bestaan waartoe die werkgever ten opsigte van elkeen van sy werknemers wat daarby gebaat sal wees 'n bedrag bydra van minstens die bedrag wat deur elkeen van daardie werknemers betaal word of betaal moet word, en uit welke fonds, daardie werknemer in die geval van afwesigheid of afwesighede weens siekte of ongeval (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is), geregtig is om gedurende enige jaar ten opsigte van die afwesigheid of afwesighede altesaam 'n bedrag te ontvang wat gelyk is aan twee weke se volle loon onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, die bepaling van hierdie klousule nie ten opsigte van sodanige werknemers van toepassing is nie; voorts met dien verstande dat wanneer van 'n werkgever kragtens 'n wet verreis word om ten opsigte van enige werknemer wat in daardie wet voorgeskrif word, hospitaalgeld te betaal en hy dit ook betaal, die bedrag aldus betaal, afgetrek kan word van die betaling wat kragtens hierdie klousule vir siekte verskuldig is, maar nie meer as die bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor hierin voorsiening gemaak word nie.

(2) Vir die toepassing van hierdie klousule, het die uitdrukking „diens" dieselfde betekenis as in klousule 5 (6).

7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof toegestaan word met volle betaling op Nuwejaarsdag, Goie Vrydag, Gelofte-dag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op enigen van dié dae te werk; voorts met dien verstande dat in die geval van 'n werknemer wat 'n vyfdagweek werk, wanneer sodanige vakansiedag op die sesde dag van die week val, die bepaling van hierdie subklousule nie van toepassing is nie.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in sub-clause (1), plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week;

(b) whenever a casual employee works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 2 (1) for a casual employee, plus in respect of each hour or part of an hour so worked, such wage divided by nine.

(3) *Payment for Work on Sundays.*—Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day; or

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

(c) whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed in clause 2 (1) for a casual employee.

8. PIECE-WORK OR TASK-WORK.

(1) Save as provided in clause 3 (6), an employer shall pay his employee employed on piece-work or task-work for any period, remuneration at the rates agreed upon between the employer and his employee; provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

(a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work or task-work is performed, the weekly wage prescribed in clause 2 (1) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which piece-work or task-work is performed, the wage prescribed in clause 2 (1) for a casual employee; plus five per cent.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work or task-work rates referred to in sub-clause (1) and shall not reduce such rates unless he has given his employee not less than two weeks' notice of the proposed alteration.

9. UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition free of charge any uniforms, overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and such uniforms, overalls and/or protective clothing shall remain the property of the employer.

10. CERTIFICATE OF SERVICE.

At the request of an employee an employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

11. LOG-BOOK.

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

DAILY LOG.

Name of employer.....
 Name of driver.....
 Type of vehicle and unladen weight thereof.....

 Number of trailers attached to vehicle and unladen weight of each trailer.....
 Time of starting work.....
 Time of finishing work.....
 Number of ordinary hours worked.....
 Number of hours of overtime worked.....
 Meal hour/s from a.m./p.m. to a.m./p.m.
 Breakdowns, accidents and/or other delays.....

 Date.....19.....

Signature of Driver.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die bedrag genoem in subklousule (1) betaal plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure deur hom per week gewerk.

(b) As 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elkeen van dié dae minstens die dagloon, in klousule 2 (1) vir 'n los werknemer voorgeskryf, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur nege.

(3) *Betaling vir werk op Sondae.*—As 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom of—

(a) 'n bedrag betaal van minstens dubbel die loon wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word; of

(b) hom besoldiging teen minstens 1½ maal sy gewone loon-skaal betaal ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae na die Sondag een dag vakansie toestaan waarvoor hy hom besoldiging moet betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op die vakansiedag sy gewone werkure vir daardie dag van die week gewerk het;

(c) as 'n los werknemer op Sondag werk, moet sy werkgever hom dubbel die loon betaal wat in klousule 2 (1) vir 'n los werknemer voorgeskryf word.

8. STUKWERK OF TAAKWERK.

(1) Behalwe soos bepaal in klousule 3 (6), moet 'n werkgever aan sy werknemer wat vir enige tydperk stukwerk of taakwerk verrig, besoldiging betaal teen die skaal waaroor die werkgever en sy werknemer ooreengekom het; met dien verstande dat afgesien van die hoeveelheid of omvang van die werk gedoen, die werkgever en sy werknemer minstens die volgende betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk of taakwerk gedoen is, dié weekloon voorgeskryf in klousule 2 (1) vir 'n werknemer van sy klas;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk of taakwerk gedoen is, dié loon in klousule 2 (1) vir 'n los werknemer voorgeskryf; plus vyf persent.

(2) 'n Werkgever moet in sy inrigting op 'n opvallende plek 'n bylae van die skale vir stukwerk en taakwerk, in subklousule (1) genoem, opgeplak hou en mag sodanige skale nie verminder nie tensy hy sy werknemer minstens twee weke kennis van die voorgestelde verandering gegee het.

9. UNIFORMS, OORPAKKE EN/OF BESKERMENDE KLERE.

As werkgevers van hul werknemers vereis om enige uniforms oorpakke en/of beskermende klere te dra of as hulle deur enige wet of regulasie verplig word om dit aan hulle werknemers te verskaf, moet sodanige uniforms, oorpakke en/of beskermende klere kosteloos verskaf en in 'n goeie toestand gehou word. Sodanige uniform, oorpakke en/of beskermende klere bly die eiendom van die werkgever.

10. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgever op versoek van die werknemer, laasgenoemde voorsien van 'n dienssertifikaat waarop die naam van die werkgever en dié van die werknemer voluit, die aard van die diens, die aanvangsdatum van die dienskontrak, die beëindigingsdatum daarvan en die skaal van besoldiging op die datum van die beëindiging, aangegee word.

11. LOGBOEK.

(1) Elke werkgever moet aan elke werknemer in sy diens 'n logboek met duplikaat folio's wat so na as moontlik aan die volgende vorm is, verskaf:—

DAAGLIKSE LOG.

Naam van werkgever.....
 Naam van bestuurder.....
 Soort voertuig en die gewig sonder vrug daarvan.....
 Aantal sleepwaens gehaak aan die voertuig en die gewig sonder vrug van elke sleepwa.....
 Begintyd van werk.....
 Ophoutyd van werk.....
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etensuur vanaf vm./nm. tot vm./nm.
 Teenspoed, ongelukke en/of ander vertragsings.....
 Datum.....19.....

Handtekening van bestuurder.

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

(3) An employer shall keep permanently affixed to, or indicated on, each vehicle or trailer in an accessible place, a legible notice specifying the unladen weight of such vehicle or trailer according to the licence issued in respect thereof.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment, or an employer may terminate the contract of employment without notice by paying the employee not less than—

(a) in the case of twenty-four hour's notice, the weekly wage which the employee was receiving immediately before the date of such termination, divided by six in the case of an employee who works a six-day week and by five in the case of an employee who works a five-day week;

(b) in the case of a week's notice, the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 5 or on sick leave in terms of clause 6.

This Agreement, signed on behalf of the parties on the 12th day of June, 1956.

A. M. TAUBES, *Chairman.*
E. A. DEANE, *Vice-Chairman.*
R. U. KENNEY, *Secretary.*

* No. 2338.] [14 December 1956.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FURNITURE INDUSTRY, CAPE PROVINCE.

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. 2337 of 14th December, 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.

(2) Elke werknemer moet, nadat 'n logboek soos in subklousule (1) beskryf, aan hom verskaf is, tensy hy weens siekte of 'n ander onvermydelike oorsaak daarvan weerhou word, sodanige daaglikse verslag so na as moontlik aan die voorgeskrewe vorm ten opsigte van elke dag se werk byhou en binne 24 uur na voltooiing van die werk van die dag waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien.

(3) 'n Werkgever moet permanent aan elke voertuig of sleepwa op 'n bekombare plek 'n leesbare kennisgewing aanbring of aandui wat die gewig sonder wag van elke sodanige voertuig of sleepwa, ooreenkomstig die uitgereikte lisensie ten opsigte daarvan spesifiseer.

(4) Elke werkgever moet die voltooiide duplikaat van die daaglikse log vir 'n tydperk van drie jaar van die voltooiingsdatum daarvan bewaar.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever, of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur diensopsegging gee, en daarna minstens een week diensopsegging vir beëindiging van die dienskontrak, of 'n werkgever kan die dienskontrak sonder voorafgaande opsegging beëindig deur aan die werknemer minstens onderstaande te betaal:—

(a) In die geval van 24 uur diensopsegging, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en deur vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

(b) in die geval van 'n week diensopsegging, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

met dien verstande dat dit nie onderstaande raak nie:—

- (i) 'n Werkgever of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig om 'n rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n gelyke diensopseggingstermyn aan albei kante en vir langer as 'n week;
- (iii) die toepassing van verbeurings of boetes wat kragtens wet toegepas kan word op 'n werknemer wat van sy werk wegloop.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoud van subklousule (1) aangeaan is, moet die betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waarvoor ooreenkomstig is.

(3) Die diensopsegging in subklousule (1) genoem, gaan in op die dag waarop dit gegee word; met dien verstande dat die diensopseggingstermyn nie met die werknemer se afwesigheid met jaarlikse verlof kragtens die bepalings van klousule 5, of met siekteverlof kragtens klousule 6 mag saamval nie.

Hierdie Ooreenkoms namens die partye op die 12de dag van Junie 1956 onderteken.

A. M. TAUBES, *Voorsitter.*
E. A. DEANE, *Ondervoorsitter.*
R. U. KENNEY, *Sekretaris.*

* No. 2338.] [14 Desember 1956.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

MEUBELNYWERHEID, KAAPPROVINSIE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing No. 2337 van 14 Desember 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.

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