



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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BUITENGEWONE

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GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 239.] [15 Februarie 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, TRANSVAAL.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, 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 twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousule 1 (b), 3 tot en met 23, 27 tot en met 30 en 32 tot en met 39 van deel I en al die bepalings vervat in deel II van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk van twee jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by genoemde nywerheid in die Provinsie Transvaal en die magistraatsdistrikte Mafeking, Taungs en Vryburg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 21, 23, 27 tot en met 30 en 32 tot en met 39 van deel I en al die bepalings vervat in deel II van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die Provinsie Transvaal en die magistraatsdistrikte Mafeking, Taungs en Vryburg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 239.] [15 February 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE INDUSTRY, TRANSVAAL.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, 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 two years from the said second Monday, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (b), 3 to 23 (inclusive), 27 to 30 (inclusive) and 32 to 39 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Province of the Transvaal and the Magisterial Districts of Mafeking, Taungs and Vryburg; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of the Transvaal and the Magisterial Districts of Mafeking, Taungs and Vryburg and from the second Monday after the date of publication of this notice and for the period ending two years from the second Monday the provisions contained in clauses 3 to 21 (inclusive), 23, 27 to 30 (inclusive) and 32 to 39 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID,
TRANSSVAAL.

OOREENKOMS

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

Transvaal Furniture and Upholstery Manufacturers' Association;

Bedding Manufacturers' Association of the Transvaal

(hieronder die „werkgevers” of die „werkgeversorganisasies” genoem), aan die een kant, en die

Furniture Workers' Industrial Union (Transvaal)

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal.

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.

(a) Die bepalings van hierdie Ooreenkoms moet deur lede van die werkgeversorganisasies en vakvereniging in die Meubelnywerheid in die Provinsie Transvaal en die magistraatsdistrikte Mafeking, Taungs en Vryburg nagekom word.

(b) Waar die bepalings van hierdie Ooreenkoms nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of enige regulasie daarkragtens gemaak of kontrak kragtens genoemde Wet aangegaan nie, is dit op vakleerlinge van toepassing.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens subartikel (1) van artikel 48 van die Wet vasgestel 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 gebring en in die Nywerheid-versoeningswet, 1937, omskryf is, moet dieselfde betekenis as in daardie Wet hê, 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.

Tensy dit strydig met die samehang is, moet die volgende woordomskrywings van toepassing wees op dele I tot en met II in hierdie Ooreenkoms, en beteken—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;
„vakleerling”, 'n werknemer in diens kragtens 'n skriftelike vakleerlingskontrak wat geregistreer is kragtens die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of wat beskou word dat dit daarkragtens geregistreer is;
„los arbeider”, 'n werknemer wat by dieselfde werkgever hoogstens drie dae in enige week in diens is vir die doel om op en/of af te laai en/of grondstowwe van enige aard te stoor;

„Raad”, die Nywerheidsraad vir die Meubelnywerheid, Transvaal, ingevoelge artikel negentien van die Wet geregistreer;
„diens”, die totale duur van alle tydperke van 'n werknemer se diens in die Meubelnywerheid;

„inrigting”, alle plekke waar die Meubelnywerheid beoefen word en omvat enige plek waar 'n persoon werksaam is in enigen of meer van die soorte werk bepaal in deel II van hierdie Ooreenkoms;

„Meubelnywerheid” of „Nywerheid”, sonder dat die gewone betekenis van die uitdrukking in enige opsig daardeur beperk word, die vervaardiging of deels of in die geheel van alle soorte meubels afgesien van die materiaal wat gebruik word en sluit onder andere ondergenoemde werksaamhede in:—

Heelmaak, stoffeer, herstoffeer, beits, sproei 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, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroes 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 houtsniewerk 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

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY, TRANSSVAAL.

AGREEMENT

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

Transvaal Furniture and Upholstery Manufacturers' Association;

Bedding Manufacturers' Association of the Transvaal

(hereinafter referred to as the “employers” or the “employers' organisation”), of the one part, and the

Furniture Workers' Industrial Union (Transvaal)

(hereinafter referred to as “the employees” or the “trade union”), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal.

PART I.

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed by members of the employers' organisations and trade union engaged in the Furniture Industry within the Province of the Transvaal and Magisterial Districts of Mafeking, Taungs and Vryburg.

(b) The provisions of this Agreement where not inconsistent with the terms of the Apprenticeship Act, 1944, as amended, or any regulation made thereunder or contract entered into in terms of the said Act shall apply to apprentices.

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 in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females and vice versa.

Unless inconsistent with the context, the following definitions shall apply to Parts I 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, as amended;

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

“Council” means the Industrial Council for the Furniture Manufacturing Industry, Transvaal, 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 premises where the Furniture Industry is carried on and includes any premises where a person is employed in any one or more of the classes of work specified in Part II of this Agreement;

“Furniture Industry” or “Industry” means—without in any way limiting the ordinary meaning of the expression—the manufacture either in whole or part of all types of furniture irrespective 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

verband met die finale voorbereiding van alle artikels vir verkoop, deels of geheel, gedoen word en die fineer van deure gemaak van lamelblokbord of laaghout wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar met uitsondering van die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels insluitende die vervaardiging van metaalkatels;

- „uurskaal”, die werklike weekloon van die betrokke werknemer gedeel deur 44;
- „loon”, die gedeelte van die besoldiging betaalbaar in geld aan ’n werknemer ten opsigte van sy gewone werkure soos voorgeskryf in deel II van hierdie Ooreenkoms, of waar ’n werkgewer gereeld aan ’n werknemer ten opsigte van sodanige gewone werkure ’n hoër bedrag betaal as die voorgeskrewe, sodanige hoër bedrag;
- „stukwerk”, enige stelsel waarvolgens besoldiging gebaseer word uitsluitlik op hoeveelheid of opbrengs van gedane werk, uitgesonderd soos bepaal in klousule 5 van hierdie Ooreenkoms;
- „besoldiging”, enige betaling in geld gemaak of verskuldig aan enige persoon wat op enige wyse ook al uit diens voortspuit;
- „werkende eienaar” of „werkende vennoot”, ’n persoon wat persoonlik enige van die werksaamhede gespesifiseer in deel II van hierdie Ooreenkoms in sy eie inrigting verrig;
- „korttyd”, ’n verminderde aantal gewone werkure in ’n inrigting toe te skryf aan handelslapte, tekort aan grondstowwe of ’n algemene onklaaraking van installasie of masjinerie veroorsaak deur ongeluk of ander onvoorsiene noodgeval;
- „vragmotorarbeider”, ’n werknemer uitsluitlik in diens vir die op- en/of aflaai van ’n voertuig wat vir hierdie doel mee saamgaan;
- „leerling”, ’n werknemer, uitgesonderd ’n vakleerling, arbeider, leerling-verpakker, of proefleerling, wat by sy indiensneming ’n minderjarige is of was en wat as leerling werksaam is in enige klas werk bepaal op sy leerlingskapsertifikaat;
- „meerderjarige leerling in die stoffeer van ateljee-rusbanke”, ’n werknemer, uitgesonderd ’n vakleerling, arbeider, leerling, verpakker of proefleerling, wat by sy indiensneming ’n meerderjarige is of was en wat uitsluitlik as leerling werksaam is in die stoffeerprosesse vir die maak van ateljee-rusbanke;
- „leerling-verpakker”, ’n verpakker wat minder as twee jaar ondervinding van die verpak van meubels in die meubelnywerheid gehad het en wat onder toesig van ’n verpakker werk;
- „masjien-onderhoudswerktuigkundige”, ’n werknemer wat uitsluitlik in diens is op enige of almal van die volgende werksaamhede:—

Foute in masjinerie opspoor, masjinerie nasien of heelmaak wat in of in verband met ’n inrigting gebruik word of toesig hou oor almal of enige van hierdie werksaamhede;

- „proefleerling”, ’n werknemer wat onder 21 jaar oud is en werksaam in ’n ambag aangewys ingevolge die Wet op Vakleerlinge, 1944, maar sluit nie ’n vakleerling of arbeider in nie;
- „jeugdige”, ’n werknemer onder 21 jaar oud, maar uitgesonderd vakleerlinge en arbeiders.

4. STUKWERK.

Geen werkgewer moet van enige persoon vereis of hom toelaat om stukwerk te doen nie, uitgesonderd soos bepaal in klousule 5 van hierdie Ooreenkoms.

5. AANSPORINGSKEMA.

(1) Onderworpe aan die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy geregtig sou wees kragtens hierdie Ooreenkoms, uitgesonderd hierdie artikel, kan ’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 mag wees nie, uitgesonderd in die vorm van ’n aansporingskema waarvan die bepalinge vasgestel is soos uiteengesit in klousules (2) en (3) hieronder.

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

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

(4) Enige werknemer in diens op ’n aansporingskema 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 enige sodanige werknemer aldus in diens, terwyl hy op sodanige aansporingsbonusskema werk, ’n minimum van 15 persent gewaarsborg moet word bo en behalwe die voorgeskrewe lone vir die klas werk wat verrig word.

of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of 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 actual weekly wage of the employee concerned divided by 44;

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

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

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

„lorry labourer” means an employee exclusively employed for loading and/or off-loading a vehicle which he accompanies for that purpose;

„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;

„major learner in studio coach upholstery” means an employee other than an apprentice, labourer, learner packer or probationer, who at the time of this engagement is or was a major and who is employed exclusively in learning the upholstery processes in the manufacture of studio coaches;

„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 except as provided for in clause 5 of this Agreement.

5. INCENTIVE SCHEME.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement other than this section, 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 clauses (2) and (3) hereunder.

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

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

(4) Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under incentive bonus rates agreed upon in terms of this section; provided that any such employee so employed shall, whilst working on such incentive bonus scheme, be guaranteed a minimum of 15 per cent over and above the prescribed wages for the class of work performed.

6. BUITEWERK.

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

(2) Geen werknemer in die Meubelnywerheid in diens mag, terwyl hy by 'n werkgewer 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 werk in verband met die meubelnywerheid onderneem nie.

(3) Geen werkgewer 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 geregistreer en uitsluitlik vir werk in die meubelnywerheid gebruik word, met uitsondering van sodanige buitewerk as dié waarvoor voorsiening in subartikel (1) van hierdie artikel gemaak word.

(4) Geen werkgewer mag werk in verband met die vervaardiging van meubels uitgee nie, hetsy in die geheel of gedeeltelik, ongeag die materiaal wat gebruik word, uitgesonderd aan inrigtings 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 subartikel (1) van hierdie artikel gemaak is.

7. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkomms mag geen werkgewer van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as handelsreisiger, opsigter, bestuurder van 'n motorvoertuig, vragmotorarbeider, of 'n werknemer uitsluitlik werksaam in die aflewering van goedere of boodskappe, vereis of toelaat—

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

(b) om op enige enkele dag meer as agt uur, etenstye uitgesluit, 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 orige 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 een en 'n kwart 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 werkydperke 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 paragrafe (a) en (b) van subartikel (1) van hierdie artikel en uitgesonderd soos bepaal in artikel 10 van deel I van hierdie Ooreenkomms, kan 'n werkgewer 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 werkgewer, waarin die werknemers of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaarde waarop dit geldig is, bepaal word;

met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of toelaat dat sy oortyd soos volg 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) 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 werkgewer vir die hele van sodanige pouse te verlaat nie; of

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 workrooms registered with the Council and used solely for work in the Furniture Industry, except such outwork as is provided for in sub-section (1) of this section.

(4) No employer shall give out work in connection with the manufacture of furniture, either in whole or in part, irrespective of the materials used, other than to establishments 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 outwork as is provided for in sub-section (1) of this section.

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, driver of motor vehicle, lorry labourer, or an employee exclusively engaged 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 eight hours, excluding meal times, on any one day; provided that in any factory in which—

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

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter 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 a period 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 paragraph (a) and (b) of sub-section (1) of this section and save as is provided in section 10, Part I, of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

(b) 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 may 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.

(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) 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 subartikel nie van toepassing is ten opsigte van die 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 ophoutyd van die werk vir elke dag van die week en die etensuur asook die voormiddag- en namiddagteepouses aangegee word.

8. KORTTYD.

(1) Wanneer 'n werkgever om rede van handelslapte, tekort aan grondstowwe, of 'n algemene onklaarraking van installasie of masjinerie, veroorsaak deur 'n ongeluk of ander onvoorsiene-omstandighede, nie in staat is om sy werknemers te laat werk vir die getal gewone werkure per week gewoonlik in sy inrigting gewerk nie, moet die werkgever, onderworpe aan die bepalings van hierdie artikel, sy werknemers korttyd laat werk gedurende, maar nie meer as die tydperk van sodanige handelslapte, tekort aan grondstowwe, of algemene onklaarraking van installasie of masjinerie nie.

(2) Wanneer korttyd gewerk word, moet die beskikbare werk onder die betrokke werknemers in enige afdeling verdeel word, en indien dit nodig gevind word om enige werknemers te ontslaan, moet die werknemers wat eerste ontslaan word dié wees wat die laagste lone verdien; met dien verstande dat geen werknemers ontslaan moet word totdat die werkure op korttyd onder 35 per week oor 'n aaneenlopende tydperk van vier weke daal nie.

(3) 'n Werknemer wat hom op enige dag op die gewone begintyd van die inrigting vir diens aanmeld en vir wie geen werk-beskikbaar is nie, moet ten opsigte van sodanige dag 'n bedrag van minstens vier uur se lone betaal word, tensy hy vooraf deur sy werkgever in kennis gestel is dat sy dienste op die betrokke dag nie nodig sou wees nie.

9. BETALING VAN BESOLDIGING.

(1) Besoldiging moet weekliks tussen 4.30 n.m. en 5.45 n.m. 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, uitgesonderd wanneer Vrydag 'n dag is waarop nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

(2) Enige bedrag wat kragtens hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet aan hom in 'n verseëlde kovert of houër gegee word, waarop die werkgever en die werknemer se naam of nommer en beroep, die getal gewone ure, oortydure, of bykomende oortydure, die verskuldigde besoldiging en die tydperk ten opsigte waarvan besoldiging betaal word, besonderhede van enige aftrekkings gedoen, verskyn, of op 'n meegaande staat wat genoemde gegewens aangee, en sodanige kovert of houër of sodanige staat waarop hierdie besonderhede verskyn, word die eiendom van die werknemer.

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

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

- Indien 'n werknemer van die werk afwesig is, 'n *pro rata* bedrag vir die duur van sodanige afwesigheid;
- met die skriftelike toestemming van die werknemer, bedrae vir siekteversekering-, vakverenigingsledegeld, pensioen- of ander soortgelyke fondse;
- bydraes ingevolge artikel 17 van deel I van hierdie Ooreenkoms;
- enige bedrag wat deur 'n werkgever volgens voorskrif van enige wet, ordonnansie of regsgeeding ten behoewe van 'n werknemer betaal moet word.

10. OORTYD.

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

- Vir enige tyd na die gewone ophoutyd en tot 10 n.m. op enige dag vanaf Maandag tot Vrydag of tot 6 n.m. op Saterdag, gewerk teen die skaal van een en 'n half maal die uurloon van die betrokke werknemer;
- vir enige tyd tussen 10 n.m. en die gewone begintyd van Maandag tot Vrydag of na 6 n.m. op Saterdag of enige tyd op Sondag gewerk, teen tweemaal die uurlooskaal van die betrokke werknemer; met dien verstande dat vir werk op Sondae verrig, die werknemer minstens tweemaal 'n volle dag se loon betaal moet word. Vir tyd gewerk op Goede Vrydag, Paasmaandag, Gelofte-dag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van elkeen van dié dae, teen dubbel die uurlooskaal van die betrokke werknemer;

- (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, the meal hour, and the forenoon and afternoon tea-breaks.

8. SHORT TIME.

(1) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant or machinery caused by accident or other unforeseen circumstances, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer shall, subject to the provisions of this section, employ his employees on short time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

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

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

9. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid in cash weekly between 4.30 p.m. and 4.45 p.m. on the pay day or on termination of employment if this takes place before the ordinary pay day. The pay day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay day shall be the last working day preceding Friday.

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

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

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

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

10. OVERTIME.

(1) All time worked in excess of the weekly daily hours laid down in section 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 section 7 (4) of this part of the Agreement shall be regarded as overtime and shall, subject to the provisions of sub-section (2) be paid as follows for each hour or part of an hour so worked:—

- 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;
- for any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, or any time worked on Sundays at double the hourly rate of the employee concerned; provided that for work performed on Sundays the employee shall be paid at least twice a full day's remuneration. For any time worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day, in addition to the day's pay due in respect of each of these days at double the hourly rate of the employee concerned;

- (c) vir alle ure gewerk bo en behalwe die daelike ure bepaal in artikel 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 een en 'n half maal die uurloon;
- (d) vir alle ure bo en benewens 44 per week, teen een en 'n half 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 subartikel (1) van hierdie artikel, mag geen oortyd gewerk word nie, tensy die betrokke werkgever eers vooraf die skriftelike toestemming van die Raad verkry het. In dringende gevalle mag die Sekretaris van die Raad, onderworpe aan die Raad se bekragtiging, hierdie toestemming verleen.

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 werkgever 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, moet elke werkgever aan sodanige werknemers (uitgesonderd vakleerlinge) 'n lewenskostetoelae soos volg betaal:—

- (a) (i) Elke werknemer vir wie 'n loon van £3. 10s. per week of meer in deel II van hierdie Ooreenkoms voorgeskryf is, moet 'n lewenskostetoelae van minstens 83% (drie-en-tagtig persent) van sy voorgeskrewe uurloon, vermenigvuldig met die getal ure werklik gewerk, ontvang.
- (ii) Alle werknemers vir wie 'n loon van minder as £3. 10s. per week in deel II van hierdie Ooreenkoms voorgeskryf is, moet 'n lewenskostetoelae van 78% (aght-en-sewentig persent) van hulle voorgeskrewe uurloon, vermenigvuldig met die getal ure werklik gewerk, ontvang.
- (b) Alhoewel 'n werknemer, genoem in paragraaf (a) (i) hiervan met die aanvang van hierdie Ooreenkoms 'n lewenskostetoelae bo 78 persent van sy voorgeskrewe uurloon mag ontvang, moet daar nogtans 'n lewenskostetoelae van vyf persent van sy voorgeskrewe uurloon, benewens die lewenskostetoelae wat hy ontvang het, aan hom betaal word.
- (c) As 'n werknemer oortyd werk, moet hy, benewens die oortydskale in artikel 10 voorgeskryf, 'n lewenskostetoelae bereken op die voorgeskrewe uurloon vir sodanige tyd gewerk, ontvang.
- (d) Vir die toepassing van hierdie artikel beteken „voorgeskrewe uurloon”, „voorgeskrewe weekloon” gedeel deur 44.

13. VAKANSIEDAE.

(i) Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, en Nuwejaarsdag is besoldigde vakansiedae. Elke werknemer moet, onderhewig aan die bepalings van subartikel (ii) en (iii) hieronder, vir elkeen van hierdie vakansiedae, ondanks die feit dat Geloftedag, Kersdag, of Nuwejaarsdag op 'n Sondag kan val, betaling ontvang teen die skaal van agt en vier-vyfde maal sy uurskaal afgesien van die feit of die fabriek waar hy in diens is, 'n vyf- of sesdaagse week werk.

(ii) Ingeval die dienste van 'n werknemer deur die werkgever sewe dae of minder voor die aanvang van die besoldigde vakansiedae genoem in subartikel (i) hiervan, beëindig word, is die werknemer nogtans by sodanige diensbeëindiging geregtig op betaling vir sowel Goeie Vrydag as Paasmaandag of Geloftedag, of Kersdag of Nuwejaarsdag.

(iii) Alle werknemers (uitgesonderd vakleerlinge) is op Meidag (1 Mei) op verlof sonder besoldiging geregtig.

(iv) Alle inrigtings moet soos volg sluit:—

- (a) Van 22 Desember 1956 af tot 13 Januarie 1957 (albei datums inbegrepe);
- (b) van 21 Desember 1957 af tot 12 Januarie 1958 (albei datums inbegrepe);

en gedurende sodanige geslote tydperk moet geen werk van enige aard onderneem word nie.

(v) (a) (i) Elke werkgever moet ten opsigte van elke week 'n bedrag gelyk aan 6% (ses persent) van die werklike loon wat gedurende daardie week deur elkeen van sy werknemers verdien is aan 'n sentrale fonds by die Raad inbetaal; met dien verstande dat as 'n werknemer op korttydwerk geplaas word of van die werk wegbly weens siekte en op versoek van die werkgever in staat is om 'n doktersertifikaat te toon, die werkgever 6% (ses persent) van die besoldiging 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 werkgever 'n staat verstrekk in die vorm van Aanhangsel A van hierdie deel van hierdie Ooreenkoms.

- (c) for all hours worked in excess of the daily hours laid down in section 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-section (1) of this section, no overtime may be worked by an establishment unless the employer concerned has obtained the prior permission of the Council in writing.

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

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

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

12. COST OF LIVING ALLOWANCE.

In addition to any remuneration payable to employees in terms of this Agreement, every employer shall pay to such employees (excluding apprentices) a cost of living allowance as follows:—

- (a) (i) Every employee for whom a wage of £3. 10s. per week or more is prescribed in Part II of this Agreement shall receive a cost of living allowance of not less than 83% (eighty-three per cent) of his prescribed hourly wage, multiplied by the number of hours actually worked.
- (ii) All employees for whom a wage of less than £3. 10s. per week is prescribed in Part II of this Agreement shall receive a cost of living allowance of 78% (seventy-eight per cent) of their prescribed hourly wage multiplied by the number of hours actually worked.
- (b) Notwithstanding that at the commencement of this Agreement an employee referred to in paragraph (a) (i) hereof may be in receipt of a cost of living allowance in excess of 78 per cent of his prescribed hourly wage, he shall nevertheless be paid a cost of living allowance of 5 per cent of his prescribed hourly wage in addition to the cost of living allowance he was receiving.
- (c) Should an employee 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.
- (d) For the purpose of this section "prescribed hourly wage" means "prescribed weekly wage" divided by 44.

13. HOLIDAYS.

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

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

(iii) All employees (excluding apprentices) shall be entitled to leave without pay on May Day (1st May).

(iv) All establishments shall close as follows:—

- (a) From the 22nd December, 1956, to 13th January, 1957 (both dates inclusive);
- (b) from the 21st December, 1957, to 12th January, 1958 (both dates inclusive);

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

(v) (a) (i) Every employer shall pay in respect of each week into a central fund at the Council a sum equal to 6% (six per cent) of the actual remuneration earned by each of his employees during that week; provided that if any employee is placed on short time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay 6% (six per cent) of the remuneration that the employee would have earned had he remained in fulltime 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.

(a) (ii) As 'n vakleerling in die eerste jaar van sy vakleerling-skap 'n vakansiebonus ontvang wat minder is as die besoldiging wat hy sou verdien het as die fabriek nie gesluit is nie en hy gewone werksure gedurende die genoemde verloftydperk gewerk het, moet sy werkgewer hom 'n bedrag betaal gelyk aan die verskil tussen sy genoemde vakansiebonus en die bedrag wat hy onder die voornoemde omstandighede sou verdien het.

(b) Bedrae betaalbaar ingevolge paragraaf (a) (i) en (ii) hiervan moet deur die Raad betaal word op elke maand wat volg op dié ten opsigte waarvan dit verskuldig is, aan die Sekretaris van die Raad betaal word.

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

(d) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie betalings aan die sentrale fonds ingevolge paragraaf (a) (i) en (ii) 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 7 en 22 Desember moet elke werknemer 'n vakansiebonus betaal word gelyk aan die bedrag wat ingevolge paragraaf (a) (i) en (ii) hiervan in die sentrale fonds inbetaal is ten opsigte van 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 enige 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) Vakansiebonusse wat onopgeëis bly vir 'n tydperk van twee jaar vanaf die datum waarop dit betaalbaar word, moet by die fondse van die Raad gevoeg word; met dien verstande dat die Raad aanspreeklik is vir betaling uit die Raad se fondse van enige vakansiebonusse wat gedurende 'n verdere tydperk van drie jaar na sodanige byvoeging tot die Raad se fondse geëis word.

(h) Indien die eiendom van 'n werkgewer gesekwestreer of 'n maatskappy, wat 'n werkgewer is, gelikwider word asook enige geld deur sodanige werkgewer aan die Raad verskuldig kragtens subartikel (a) (i) hiervan ten opsigte van enige tydperk van diens van enige werknemer, is die werknemer aan wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië, geregtig op 1½ dae verlof vir elke maand van sodanige tydperk van hoogstens 12 maande.

(vi) Die bepalings van hierdie klousule is nie van toepassing op los arbeiders nie.

14. VERSKAFFING VAN GEREEDSKAP.

Skrynwerkersbanke, klampe, handskroewe, lympotte en alle kwaste moet deur die werkgewer verskaf word.

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

15. VRYSTELLINGS.

(1) Die Raad 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 goedgekeurde en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingstifikaat kan terugtrek, 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 subartikel (2) van hierdie artikel vasgestel is waarop die vrystelling verleen is; en
 - (d) die tydperk waarvoor die vrystelling geldig is; en
 - (e) die rede waarom die vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word in volgorde nommer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
 - (c) wanneer aan 'n werknemer vrystelling verleen word 'n afskrif van die sertifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

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

(b) Amounts payable in terms of paragraph (a) (i) and (ii) 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) (i) and (ii) 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.

(d) The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (a) (i) and (ii) 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 7th and 22nd December, each employee shall be paid a holiday bonus equal to the amount paid into the central fund in terms of paragraph (a) (i) and (ii) hereof 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) Holiday bonuses, which remain unclaimed for a period of two years from the date on which they became payable, shall accrue to the funds of the Council; provided that the Council shall be liable for payment from Council funds of any holiday bonuses claimed during a further period of three years after such accrual to the Council's funds.

(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 sub-section (a) (i) hereof in respect of any period of employment of any employee, the employee in respect of whom the money is due shall be entitled, on such sequestration or liquidation to 1½ days leave pay for each month of such period not exceeding 12 months.

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

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;
 - (d) the period for which the exemption shall operate; and
 - (e) the reason for the exemption being granted.
- (4) The Secretary of the Council shall—
- (a) Number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the nearest Divisional Inspector of the Department of Labour.

(5) Die Raad moet minstens een week voor sodanige verstryking die werkgever en die betrokke werknemer in kennis stel van die vervaldatum van die vrystellingsertifikaat wat toegestaan is, waarna sodanige werknemer, as hy in die diens van dieselfde werkgever bly en nie 'n verdere aansoek om vrystelling voorlê nie, geregtig is op die loon in deel II van hierdie Ooreenkoms voorgeskryf vir sodanige werk ten opsigte waarvan hy voorheen vrygestel was.

(6) Die Raad kan vrystelling van die bepalings van artikel 25 (1) van deel I van hierdie Ooreenkoms aan werkgevers 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 leerlingskap-sertifikaat, uitgereik ingevolge sodanige vorige ooreenkoms totdat dié sertifikaat met die verstryking van tyd verval of andersins deur die Raad ingetrek of herroep is.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te dek, moet elke werkgever weekliks 8d. van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge, leerlinge, los arbeiders 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 werkgever 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 werkgever 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 werkgever wat na daardie datum in die Nywerheid kom, moet binne een maand na hy met werksaamhede begin het, onderstaande besonderhede, wat skriftelik en deur die werkgever 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 verstrek word).
- Adres waar die besigheid gedryf word en die woonadresse van die persone in subartikel (1) (a) van hierdie artikel genoem.
- Bedryf of bedrywe wat hy in die nywerheid beoefen.
- Name van sy werknemers en werksaamhede waarin hulle in diens is.

(2) Ingeval die werkgever 'n vennootskap is, moet die inligting ooreenkomstig subartikel (1) van hierdie artikel ten opsigte van elke vennoot sowel as die naam waaronder die vennootskap besigheid draf, verstrek word.

(3) Elke werkgever moet die Raad skriftelik in kennis stel van enige verandering in besonderhede wat ingevolge subartikel (1) van hierdie artikel verstrek is en sodanige bekendmaking moet binne veertien dae na sodanige verandering geskied.

(4) Elke werkgever moet ook by die Afdelingsinspekteur van Arbeid registreer ooreenkomstig die bepalings van artikel nege-en-veertig van die Nywerheid-versoeningswet.

19. WERKENDE EIENAARS EN VENNOTE.

Alle werkende eienaars en/of vennote moet die erkende ure nakom wat vir werknemers in hierdie Ooreenkoms bepaal is.

20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS.

(i) Elke werkgever moet op 'n opvallende plek in sy inrigting wat maklik toeganklik vir sy werknemers is, 'n leesbare kopie van hierdie Ooreenkoms in albei landstale opplaak en opgeplaak hou.

(ii) Daarenboven moet die werkgever alle ander kennisgewings ooreenkomstig die bepalings van artikel agt-en-veertig van die Nywerheid-versoeningswet vertoon.

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 IN DIE RAAD.

Elke werkgever moet aan enige van sy werknemers wat verteenwoordigers in die Raad is, elke redelike fasiliteit verleen om sy pligte in verband met vergaderings van die Raad te vervul.

23. TOEPASSING VAN OOREENKOMS.

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

(5) The Council shall, at least one week prior to such expiry, notify the employer and the employee concerned of the date of the expiry of the exemption certificate granted, whereafter if the said employee remains in the employ of the same employer and no further application for exemption has been submitted, such employee shall be entitled to the prescribed wage in Part II of this Agreement for such work in respect of which he was previously exempted.

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

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 8d. per week from the wages of each of his employees (other than learners, apprentices, casual labourers 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) from 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 name of employees and period worked by each in respect of the amount forwarded.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

- 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-section (1) (a) of this section.
- 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-section (1) of this section 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-section (1) of this section and such notification shall be given within fourteen days of such alteration.

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

19. WORKING PROPRIETORS AND PARTNERS.

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

20. EXHIBITION OF AGREEMENT AND NOTICES.

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

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

21. KEEPING OF RECORDS.

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

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

23. 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. AGENTE.

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

Die agente moet die reg hê om—

- enige perseel of plek waar die Meubelnywerheid beoefen word, te betree, te ondersoek en na te sien 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 goeddunke, alleen of in die teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te eis om die vrae wat gestel word, te beantwoord;
 - te eis dat enige kennisgewing, boek, lys of geskrif wat ingevolge hierdie Ooreenkoms gehou, 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) 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 van 'n party van hierdie Ooreenkoms sonder grondige rede geweier is; met dien verstande verder dat elkeen wat voel dat hy veronreg is deurdat die Raad 'n besluit van die partye onderskrif 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 vakvereniging 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 enige van die vakvereniging 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 lysde, 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 artikel is nie van toepassing op persone wat volgens mening van die Raad lidmaatskap van 'n party van hierdie Ooreenkoms sonder redelike oorsaak geweier is en die applikant die Raad van die weiering in kennis gestel het nie.

(4) Die bepalings van hierdie artikel 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.

26. ABSENTEÏSME.

Onderworpe aan die bepalings van klousule 7 mag geen werknemer sy werk verlaat gedurende die ure wat die inrigting oop is sonder die duidelike toestemming van sy werkgewer behalwe as gevolg van siekte en/of beserings of vir redes buite die beheer van sodanige werknemer nie. 'n Werknemer moet binne 24 uur nadat hy in gebreke gebly het om hom vir werk aan te meld, sy werkgewer so spoedig moontlik daarvan in kennis laat stel.

27. LONE.

Onderworpe aan die bepalings van artikels 9, 10, 15, 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. VERBOD OP DIE INDIENSNEMING VAN ENIGEMAND ONDER SESTIEN JAAR.

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 die werknemer in besit is van 'n sertifikaat wat deur die Raad uitgereik is en waarby sy indiensneming as sodanig gemagtig word.

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 of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee who he finds in or about the premises or place and require such employees to answer the questions put;
- 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 determined by this Agreement.

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

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

25. EMPLOYMENT OF TRADE UNION LABOUR.

(1) Members of the trade union 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 than 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-section 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 union or employers' organisations.

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

Both trade union and employers' organisations shall supply the Council with a list of all resignations, expulsions and suspension of members form 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 section.

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

26. ABSENTEEISM.

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

27. WAGES.

Subject to the provisions of 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. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS.

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

29. LEARNERS.

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

(2) Aansoek om toestemming om as leerling te werk, moet op die voorgeskrewe vorm aan die Raad gerig word, tesame met 'n geboortesertifikaat of ander aanneemlike dokumentêre bewys van ouderdom en '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 'n leerling te werk, 'n sertifikaat uitreik waarin vermeld word die naam van die werknemer, ouderdom, minimum loon aan hom betaalbaar, die naam van die werkgever en die tydperk waarvoor die toestemming geldig is; met dien verstande dat die Raad, as hy dit wenslik ag, en as die bepaling van subartikel (7) van hierdie artikel nie meer van toepassing is nie, en nadat aan die werkgever en die werknemer een week vooraf skriftelik kennis gegee is, enige sertifikaat wat ingevolge hierdie subartikel uitgereik is, kan intrek, of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(4) 'n Duplikaat van elke sertifikaat, uitgereik ooreenkomstig subartikel (3) van hierdie artikel, moet verstrekkend word aan die werkgever, wat dit, sodra dit nie meer van krag is nie, aan die Raad moet terugstuur.

(5) Ten einde die minimum loon betaalbaar aan 'n leerling te kan vasstel, 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 subartikel (1) deur die Raad uitgereik word.

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

(ii) Die werksaamhede ten opsigte waarvan leerlingeskappe in die vervaardiging van beddegoed toegestaan word, is die werksaamhede wat uitgevoer word in die maak van matrasse.

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

(a) Glipsteekwerk, stik en inmeekaarsit van oortrekke, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar omvat nie die uitsny van oortrekke nie;

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

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

Leerlingeskappe in die stoffeer van ateljee-rusbanke, leerlingeskappe in die maak van matrasse en leerlingeskappe in naaiers- of naaisterswerk kan toegestaan word in 'n verhouding, in enige van genoemde klasse, van een leerling tot elk van drie volwasse werknemers in diens in sodanige klas; met dien verstande dat leerlingeskappe in die maak van matrasse nie toegestaan sal word nie tensy die werkgever die volgende installasie beskikbaar het vir die opleiding van die leerling, nl.—

'n Rolkant-, 'n bandkant-, 'n vul- en 'n randstikmasjien of 'n kwasmassjien van enige tipe.

(ii) Die Raad het die reg, 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.

(iii) Die bepaling van subartikel 7 (i) moet nie van toepassing wees op inrigtings wat nie vir 'n ononderbroke tydperk van twaalf maande bestaan het nie of ten opsigte waarvan die Raad goeie en voldoende rede het om te glo dat onvoldoende fasiliteite vir die opleiding van leerlinge het.

(8) Die tydperk van leerlingenskap by die stoffer van ateljee-rusbanke, die maak van matrasse en naaiers- of naaisterswerk moet twee jaar wees.

(9) Indien 'n leerling werktyd tydens sy leertyd verloor, moet van hom vereis word om die totaal van sodanige verlore tyd aan die end van sy leertyd aan te suiwer; met dien verstande dat van hom nie vereis moet word om enige verlore werktyd, veroorsaak deur siekte en/of ongeval en/of enige oorsaak of oorsake waarvoor hy geen beheer gehad het nie, van hoogstens 24 werkdag altesaam aan te suiwer nie.

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 toegestaan word wat as tyd gewerk gereken moet word.

31. LEDEGELD AAN 'N VAKVERENIGING.

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

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

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

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

(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-section (7) of this section 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-section, whether or not the period for which permission was granted has expired.

(4) A duplicate copy of every certificate issued in terms of sub-section (3) of this section 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-section (1).

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

(ii) The operations in respect of which learnerships in bedding making shall be granted are the operations performed in the making of mattresses.

(iii) The operations in respect of which learnerships 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:—

Learnerships in studio couch upholstery, learnerships in mattress making and learnership in seamsters' or seamstresses' work, may be granted in a ratio, in any of the said categories of one learner to each of three adult employees engaged in such category; provided that learnerships in mattress making shall not be granted unless the employer has available for the training of the learner the following plant, viz.—

A roll edge machine, a tape edge machine, a filling machine, and a border quilting machine or a tufting machine of any type.

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

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

(8) The period of learnership in studio couch upholstery, mattress making and seamsters'/seamstresses' work shall be two years.

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

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 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 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. VERMINDERING VAN LONE.

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

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

34. DIENSBEËINDIGING.

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

(b) Nieteenstaande die bepalings van subklousule (a) van hierdie klousule kan 'n werkgever en werknemer ooreenkom om voorsiening te maak vir 'n langer tydperk van kennis as een uur, en versuim om sodanige reëling na te kom, moet 'n oortreding van hierdie klousule wees.

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

35. VERBOD OP INDIENSNEMING.

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

36. BASIS VAN BESOLDIGING.

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

37. UURSKAAL.

Vir alle werk wat deur werknemers verrig word moet teen 'n uurskaal betaal word. Die uurskaal moet bepaal word deur die voorgeskrewe weekloon deur 44 te deel.

38. WERKURE, OORTYD EN BETALING VIR OORTYD EN VERBLYF-TOELAE VAN VRAGMOTORARBEIDERS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms moet 'n vragmotorarbeider—

- (a) (i) nie verplig of toegelaat word om meer as 50 gewone gewone ure per week van Maandag tot en met Saterdag te werk nie;
- (ii) nie verplig of toegelaat word om meer as 9 uur op vyf dae in enige week en 7 uur op die ander dag te werk nie; met dien verstande dat die weeklikse totaal nie meer as 50 gewone werkure is nie;
- (iii) nie verplig of toegelaat word om langer oortyd as—
 - (aa) 2 uur elke dag;
 - (bb) 9 uur in enige week te werk nie;

- (b) kragtens die bepalings van subartikel (c) van hierdie klousule, een en 'n half maal sy uurskaal vir enige tyd meer as 50 gewone werkure per week gewerk, betaal word;
- (c) vir enige tyd op Sondae gewerk, teen dubbel sy uurskaal betaal word; met dien verstande dat vir werk wat op Sondae gedoen word die werknemer minstens twee maal 'n volle dag se besoldiging vir enige tyd gewerk, betaal moet word;
- (d) vir enige tyd gewerk op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en/of Nuwejaarsdag, benewens die dag se besoldiging aan hom verskuldig ten opsigte van elkeen van hierdie dae, teen dubbel sy uurskaal betaal word.

- (e) *Verblyftoelae*.—Wanneer 'n werknemer se werk hom verhoed om na sy huis vir sy nagrus terug te keer moet hy 'n verblyftoelae betaal word van minstens—

Per dag.
s. d.

- (i) As dit vir die werknemer nodig is om aandete en bed te verkry..... 2 6
- (ii) As dit vir die werknemer nodig is om aandete, bed en ontbyt te verkry..... 3 6

(Slegs vir die toepassing van hierdie klousule beteken uurskaal die werklike loon van die vragmotorarbeider gedeel deur 50.)

39. ULTRA VIRES.

Indien enige bepalings van hierdie Ooreenkoms deur enige bevoegde gereghof as *ultra vires* verklaar word, word die orige bepalings van hierdie Ooreenkoms as die Ooreenkoms beskou en sal dit van krag bly vir die onverstreke duur van hierdie Ooreenkoms.

33. ABATEMENT OF WAGES.

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

(2) No employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

34. TERMINATION OF EMPLOYMENT.

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

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

(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 increasing wage in lieu thereof.

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.

36. BASIS OF PAYMENT.

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

37. HOURLY RATE.

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

38. HOURS OF WORK, OVERTIME AND PAYMENT OF OVERTIME AND SUBSISTENCE ALLOWANCE OF LORRY LABOURERS.

Notwithstanding anything to the contrary in this Agreement, a lorry labourer shall—

- (a) (i) not be required or permitted to work more than 50 ordinary hours per week from Mondays to Saturdays inclusive;
- (ii) not be required or permitted to work more than nine hours on five days in any week and seven on the other day; provided that the weekly total does not exceed 50 ordinary hours of work;
- (iii) not be required or permitted to work overtime for more than—

(aa) two hours every day;

(bb) nine hours in any week;

- (b) be paid subject to the provisions of sub-section (c) of this clause, one and a half times his hourly rate for any time worked in excess of 50 ordinary hours per week;
- (c) be paid for any time worked on Sundays at double his hourly rate; provided that for work performed on Sundays the employee shall be paid at least twice a full day's remuneration for any time worked;
- (d) be paid for any time worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day and/or New Year's Day, in addition to the day's pay due in respect of each of these days at double his hourly rate;
- (e) *Subsistence Allowance*.—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid a subsistence allowance of not less than—

Per Day.
s. d.

- (i) Where it is necessary for the employee to obtain an evening meal and bed..... 2 6
- (ii) Where it is necessary for the employee to obtain an evening meal, bed and breakfast..... 3 6

(For the purpose of this clause only hourly rate means the actual wage of the lorry labourer divided by 50.)

39. ULTRA VIRES.

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

AANHANGSEL A.

[Staat ingedien ingevolge artikel 13 (vi) (a) (i) van deel I van hierdie Ooreenkoms.]

Naam en adres van werkgewer.....

Week eindigende.....

Indeks- nommer deur Raad toegeken.	Familienaam van werknemer.	Voornaam of -name van werknemer.	Bedryf.	Uurloon.	Getal ure gedurende week gewerk.	Totale besol- diging betaal.	Bedrag waarop vakansie- bonus betaal word.	Totale getal ure siek.	Totale getal ure verpligte korttyd.	Totale getal ure weg uit die beweging.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				

Bedrag aan sentrale fonds betaalbaar.....

APPENDIX A.

[Statement submitted in terms of section 13 (vi) (a) (i) of Part I of this Agreement.]

Name and Address of Employer.....

Week Ending.....

Index Number allotted by the Council.	Surname of Employee.	Christian Name or Names of Employee.	Occu- pation.	Hourly Rate.	Number of Hours Worked during Week.	Total Remune- ration Paid	Amount on which Holiday Bonus is Paid.	Total Number of Hours Ill.	Total Number of Hours on Compul- sory Short Time.	Total Number of Hours away on Own Accord.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				

Amount payable to the Central Fund.....

AANHANGSEL B.

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

Dag.	Begin tyd.	Ophout tyd.	Etensuur.
Maandae.....	vm. tot	nm.	nm. tot nm.
Dinsdae.....	vm. tot	nm.	nm. tot nm.
Woensdae.....	vm. tot	nm.	nm. tot nm.
Donderdae.....	vm. tot	nm.	nm. tot nm.
Vrydae.....	vm. tot	nm.	nm. tot nm.
Saterdag.....	vm. tot	nm.	nm. tot nm.
Voormiddagpouse..	vm. tot	nm.	
Namiddagpouse...	nm. tot	nm.	

AANHANGSEL C.

DOKTERSERTIFIKAAT INGEVOLGE ARTIKEL 29 VAN DEEL I VAN HIERDIE OOREENKOMS.

Ek sertifiseer dat ek (naam voluit).....

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

Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik vir indiensneming as 'n vakleerling in die bedryf van.....

of enige bedryf, sonder gevaar vir homself/haarself of ander.

- (a) Toestand van hart en bloedsomloop.....
 (b) Aan- of afwesigheid van liggaamlike gebrek of wanstaltigheid, insluitende breuke.....
 (c) Toestand van longe.....
 (d) Toestand van mangels en adenofede.....
 (e) Toestand van nekklere.....
 (f) Toestand van tande.....
 (g) Gehoor.....
 (h) Oë.....
 (i) Aansteeklike siekte.....
 (j) Pedikulose.....
 (k) Liggaamlike ontwikkeling.....

Mediese amptenaar.

Plek.....

Datum.....19.....

APPENDIX B.

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

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

APPENDIX C.

MEDICAL CERTIFICATE UNDER SECTION 29 OF PART I OF THIS AGREEMENT.

I certify that I have medically examined (full name).....

sex....., race....., who states that his/her present age is..... with the following results:—

I am satisfied/I am not satisfied that he/she is in sound health and fit for employment as a learner 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 of 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.....

Medical Officer.

Place.....

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

DEEL II.

LONE.

Vir 'n tydperk van twee jaar vanaf die datum waarop hierdie Ooreenkoms van krag word, moet minstens die lone hieronder voorgeskryf, ooreenkomstig klousule 27 van Deel I van hierdie Ooreenkoms betaal word ten opsigte van die werksaamhede hieronder genoem, hoe dit ook al gedoen word by die maak van meubels, heeltemal of gedeeltelik, afgesien van die materiaal wat gebruik word.

(1) Met uitsondering van die werksaamhede hieronder in artikels (2) tot en met (20) genoem, moet aan elke werknemer in diens in enigeen of meer van die werksaamhede uitgevoer in die Meubelnywerheid op die datum waarop hierdie Ooreenkoms van krag word, 'n loon van minstens £7. 0s. 0d. per week betaal word.

(2) *Werknemers in diens in diverse werksaamhede by die maak van meubels:—*

	Per week. £ s. d.
(i) Tappenne maak en/of punte maak.....	2 10 0
(ii) Tappenne inslaan.....	2 10 0
(iii) Proppe in voorafgeboorde gate inslaan om enige vaspentostelle te bedek.....	2 10 0
(iv) Soliede hout buig.....	2 10 0
(v) Wieleltjies en/of sokke vir wieletjies en/of koepels en/of bedysters aansit.....	2 10 0
(vi) Skoolbanke, kombuistafelpote en voustoel- aam- mekaarabout asook stoelpote aan stoele van die soort bekend as „Kitchen Bentwood”, „Globe”, „Standard”, „Sturdy” en „Super” vasboud....	2 10 0
(vii) Hoekblokkies aan stoele vasslaan, siegs van die soort gespesifiseer in (vi) hiervan, met dien ver- stande dat sodanige hoekblokkies nie vasge- spyker, vasgepen of vasgeskroef word nie.....	2 10 0
(viii) Help met die inmeekaarsit of monteer van meubel- onderdele met kramme of klampe, met dien ver- stande dat die verhoudings van assistente wat hierdie werk doen, tot werknemers wat die loon ontvang wat voorgeskryf is in artikel 1 van hierdie deel van die Ooreenkoms, wat kram- of klamp- werk doen, nie meer moet wees as een tot een nie, en onderworpe aan die voorbehoud dat so 'n assistent nie as 'n assistent geag word gdeurende die afwesigheid van die werknemer genoem in hier- die subartikel wat die loon ontvang wat in artikel (1) van hierdie deel van die Ooreenkoms voor- geskryf word nie; voorts met dien verstande dat die assistent nie toegelaat mag word om gate te boor en/of tappenne in te slaan nie.....	1 17 6
(ix) Soliede hout in sagmaakoplossings inoos.....	1 17 6
(x) Lym meng en/of weeg en/of voorberei.....	1 17 6
(xi) Lym en/of lymverhardmiddels aansit, maar met die spesifieke uitsluiting van die aammeekaarsit van meubelonderdele.....	1 17 6

(3) *Werknemers in diens in diverse masjienwerksaamhede:—*

	Per week. £ s. d.
(i) Enigee van die volgende masjiene gereedmaak en/of bedien en/of enige werk daarmee doen... (a) Tappeninsitmasjiene. (b) Eendrom-skuurmasjiene. (c) Tolksuurmasjiene. (d) Bandskuurmasjiene. (e) Boormasjiene. (f) Skyfskuur- en/of enige tipe draagbare skuur- masjiene, uitgesonderd dié gespesifiseer in subartikel (ii) hiervan.	4 12 6
(ii) Enige soort handskuurmasjiene, met 'n papier- oppervlakte van hoogstens 50 vierkante duim, met draaiende en/of vibrerende heen-en-weer- beweging, gereedmaak en/of bedien.....	2 10 0
(iii) 'n Houtdraadsny- en/of houttappenmasjiene ge- reedmaak en/of bedien.....	2 10 0
(iv) (a) 'n Tappendrukmasjiene; en (b) 'n tapplatdrukmasjiene gereedmaak en/of be- dien en/of enige werk daarmee doen.....	1 17 6
(v) Skuurpapier bande vir bandskuurmasjiene maak en/of saamvoeg.....	1 17 6
(vi) Skuurpapierskywe maak en/of aansit.....	1 17 6
(vii) Skuurpapier vir skuurmasjiene sny.....	1 17 6
(viii) Skuurpapier aan tolle van tolksuurmasjiene en/of polyskuurmasjiene aansit.....	1 17 6

(Waar daar gewerk word met masjiene waar- voor 'n hoër loon voorgeskryf is, word die betaling van lone bepaal deur verwysing na die aard van die werk gedoen deur sodanige masjiene sonder verwysing na die tipe masjiene gebruik.)

Die aard van die werk wat deur die masjiene gedoen word terwyl dit in werking is, is die beslissende faktor by die bepaling van die tipe masjiene.)

PART II.

WAGES.

For a period of two years from the date of commencement of this Agreement, wages not less than those prescribed hereunder, shall in accordance with Clause 27 of Part I of this Agreement be paid in respect of the operations mentioned hereunder however performed in the manufacture of furniture either in whole or in part irrespective of the materials used.

(1) With the exception of the operations referred to in Section (2) to (20) inclusive hereunder, each and every employee engaged in any one or more of the operations performed in the Furniture Industry at the date of the commencement of this Agreement of this Agreement shall be paid not less than a wage of £7. 0s. 0d. per week.

(2) *Employees engaged in sundry furniture-making operations:—*

	Per Week. £ s. d.
(i) Making and/or pointing of dowels.....	2 10 0
(ii) Knocking in dowels.....	2 10 0
(iii) Knocking in of plugs into prebored holes to cover any pinning devices.....	2 10 0
(iv) Bending solid timber.....	2 10 0
(v) Affixing castors and/or sockets for castors and/or domes and/or bedirons.....	2 10 0
(vi) Bolting school desks, kitchen table legs, folding chairs, and chair legs to chairs of the type known as „Kitchen Bentwood”, „Globe”, „Stan- dard”, „Sturdy” and „Super”.....	2 10 0
(vii) Knocking in of corner blocks to chairs only of the type specified in (vi) hereof, provided that such corner blocks shall not be nailed, pinned or screwed.....	2 10 0
(viii) Assisting in the putting together or assembling of furniture parts which are to be cramped or clamped provided that the ratio of assistants performing this operation to employees in receipt of the wage prescribed in Section (1) of this part of the Agreement, who are engaged in cramping or clamping, shall not exceed one to one and subject to the proviso that such an assistant shall not be deemed to be an assistant in the absence of the employee referred to in this subsection who is in receipt of the wage prescribed in Section (1) of this part of the Agreement; provided further that the assistant shall not be permitted to bore holes and/or knock in dowels.....	1 17 6
(ix) Dipping of solid timber into softening solution..	1 17 6
(x) Mixing and/or weighing and/or preparing glue..	1 17 6
(xi) Applying glue and/or glue hardness, but specifi- cally excluding the putting together of furniture parts.....	1 17 6

(3) *Employees engaged in sundry machining operations:—*

	Per Week. £ s. d.
(i) Setting up and/or operating and/or performing work with any of the following machines..... (a) dowel inserting machines (b) single-drum sandpapering machines (c) bobbin sandpapering machines (d) belt sandpapering machines (e) boring machines (f) disc sandpapering and/or any type of portable sandpapering machines other than as specified in subsection (ii) hereof.	4 12 6
(ii) Setting up and/or operating any type of rotating and/or vibrating-reciprocating hand-sandpaper- ing machine with a papering surface of not more than 50 square inches.....	2 10 0
(iii) Setting up/or operating a woodthreading and/or woodtapping machine.....	2 10 0
(iv) Setting up and/or operating— (a) dowel squeezing machines (b) tennon squashing machines and/or performing any work therewith.....	1 17 6
(v) Making and/or joining sandpaper belts for belt sandpapering machines.....	1 17 6
(vi) Making and/or affixing discs of sandpaper.....	1 17 6
(vii) Cutting of sandpaper for sandpapering machines	1 17 6
(viii) Affixing sandpaper to bobbins of bobbin sand- papering machines and/or buff sandpapering machines.....	1 17 6

(Where an operation for which a higher wage is prescribed is performed with machines, payment of wages shall be determined by reference to the nature of work performed by such machines without reference to the type of machine used.)

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

(4) *Werknemers in diens in saagherstelwerk en/of masjienonderhoud en/of masjienherstelwerk:—*

	Per week.
	£ s. d.
(i) Masjiene onderhou en/of heelmaak.....	7 0 0
(ii) Saagblaie stel en/of skerpmaak en/of uithol..	7 0 0
(iii) Los tande aan saagblaie vassit.....	7 0 0
(iv) Snylemme en/of messe en/of bore skerpmaak..	7 0 0
(v) Sweis en/of hardsoldeer.....	7 0 0
(vi) Enige skerpmaakmasjiene gereedmaak en/of bedien	7 0 0
(vii) Puntswiswerk.....	4 6 3
(viii) Masjinerie smeer en olie.....	1 17 6

(5) *Werknemers in diens in diverse merk- en/of afmerkwerksaamhede:—*

	Per week.
	£ s. d.
(i) Merk vir boormasjiene slegs deur middel van getande patrone.....	4 12 6
(ii) Herhalingsafmerk van—	
(a) skouer- en/of knieblokke en/of stutte met 'n ontwerp of patroon van hoogstens 6 duim wyd en lank, en/of	
(b) slegs die afmerk van stoelblokke.....	1 17 6

(6) *Werknemers in diens in diverse poleerwerksaamhede:—*

	Per week.
	£ s. d.
(i) Met 'n skuurpasta en/of skuurvloeistof vryf en/of verlewending slegs met die hand, maar die gebruik van enige masjiene en/of meganiese toestel uitdruklik uitgesluit.....	2 10 0
(ii) Kantel van lamelbord en/of laaghout verf en/of opvou.....	2 10 0
(iii) Deure en/of toebehore van meubelstukke afhaal	2 10 0
(iv) Gate en/of spleete met ander middels as proppe en/of splinters opvul.....	2 10 0
(v) Met die hand was aansit, bleik, beits en/of olie	2 10 0
(vi) Vlok op kleefoppervlaktes spreid en/of kleefstowwe vir vlok met die hand aansit.....	2 10 0
(vii) Metaal bespuit.....	2 10 0
(viii) In en nêre en/of verf in doop.....	2 10 0
(ix) Gepoleerde oppervlaktes afstroop.....	2 10 0
(x) Oplossings deursig.....	1 17 6
(xi) Spuittoestelle skoonmaak.....	1 17 6
(xii) Gepoleerde en/of afgewerkte oppervlaktes was	1 17 6
(xiii) Kleuterrympies en/of kleuterkarakters slegs op meubels oorbring.....	1 17 6

(7) *Werknemers in diens in diverse stoffeerwerksaamhede en/of die maak van ateljeerusbanke:—*

	Per week.
	£ s. d.
(i) Hout- en/of metaallatte aan rame vassit as 'n fondament vir stoffering.....	5 0 0
(ii) Kussingoottrekels met veerbinnewerk vul.....	5 0 0
(iii) Kussingvulmasjiene bedien en/of met vulsel en/of skuimrubber laai.....	5 0 0
(iv) Kussingbinneslope vir kussings met veerbinnewerk vul.....	5 0 0
(v) Spiraalvere en/of ketting- en/of hoepelyster aan spiraalvere heg vir die uitsluitlike doel om as 'n stut vir 'n los kussing te dien.....	2 10 0
(vi) Rubberstroke aansit vir die uitsluitlike doel om as 'n stut vir 'n los kussing te dien.....	2 10 0
(vii) Spiraalvere en/of kettings en/of vere van die sig-sag of nie-sak tipe en/of hoepelysters aan los sitplekke en/of leunings vir eetkamerstoele vasheg maar uitgesonderd die opbou van 'n veerkant aan rugge en/of sitplekke en/of arms van rame.....	2 10 0
(viii) Sisal- en/of klapperhaarkussinkies aan veereenhede vassit.....	2 10 0
(ix) Platforms sny om spiraalvere te bedek.....	2 10 0
(x) Leunings en/of rugleunings van ateljeerusbanke in posisie vasbout waar die kontakplekke deur middel van boorwerk of andersins vooraf bepaal en/of voorberei is.....	2 10 0
(xi) Kussingoottrekels met vulsel vul, uitgesonderd met veerbinnewerk.....	1 17 6
(xii) Vulsel in touvorm losdraai.....	1 17 6
(xiii) Knope en/of klossies maak.....	1 17 6
(xiv) Stoffeers help deur oortreksel vas te hou.....	1 17 6
(xv) Bande en/of kraallyste maak.....	1 17 6
(xvi) Klaargesnyde materiale sorteer nadat dit in massa gesny is.....	1 17 6
(xvii) Voltooiende kussings vir aflewering reguleer en/of voorberei.....	1 17 6
(xviii) Skuimrubber volgens grootte sny.....	1 17 6
(xix) Rubberstroke sny.....	1 17 6
(xx) Skuimrubber saamvoeg.....	1 17 6
(xxi) Materiaal aan skuimrubber heg.....	1 17 6

Vir die toepassing van hierdie artikel beteken 'n veereenheid 'n onafhanklike inrigting van spiraalvere of bladvere so ineengekakel, geassosieer of vervaardig as om 'n veerbasis en/of -binnewerk te verskaf vir gebruik in 'n binneveermatras kussing, sit en/of enige bed- en/of sittoestel.

(4) *Employees engaged in saw doctoring and/or machine maintaining and/or machine repairing:—*

	Per Week.
	£ s. d.
(i) Maintaining and/or repairing machines.....	7 0 0
(ii) Setting and/or sharpening and/or gulleting saw blades.....	7 0 0
(iii) Affixing loose teeth to saw blades.....	7 0 0
(iv) Sharpening cutting blades and/or knives and/or bits.....	7 0 0
(v) Welding and/or brazing.....	7 0 0
(vi) Setting up and/or operating any sharpening machine.....	7 0 0
(vii) Spot welding.....	4 6 3
(viii) Greasing and/or oiling machinery.....	1 17 6

(5) *Employees engaged in sundry marking and/or setting out operations:—*

	Per Week.
	£ s. d.
(i) Marking for boring machine only by means of pronged jigs.....	4 12 6
(ii) Repetitive marking of—	
(a) shoulder and/or knee blocks and/or brackets of a design or pattern which shall not exceed 6 inches in width and in length, and/or	
(b) the marking out of chair corner blocks only	1 17 6

(6) *Employees engaged in sundry polishing operations:—*

	Per Week.
	£ s. d.
(i) Rubbing with an abrasive paste and/or abrasive liquid and/or reviving by hand only, but expressly excluding the use of any machine and/or mechanical appliance.....	2 10 0
(ii) Painting and/or filling in of edges of laminated board and/or plywood.....	2 10 0
(iii) Removing doors and/or fittings from articles of furniture.....	2 10 0
(iv) Filling in holes and/or crevices with substances other than plugs and/or slivers.....	2 10 0
(v) Waxing, bleaching, staining and/or oiling by hand.....	2 10 0
(vi) Spreading flock on adhesive surfaces and/or applying adhesive for flock by hand.....	2 10 0
(vii) Spraying metal.....	2 10 0
(viii) Dipping in enamel and/or paint.....	2 10 0
(ix) Stripping polished surfaces.....	1 17 6
(x) Straining solutions.....	1 17 6
(xi) Cleaning spraying apparatus.....	1 17 6
(xii) Washing polished and/or finished surfaces.....	1 17 6
(xiii) Transferring nursery rhymes and/or nursery characters only onto furniture.....	1 17 6

(7) *Employees engaged in sundry upholstery operations and/or studio couch making:—*

	Per Week.
	£ s. d.
(i) Affixing wooden and/or metal laths to frames as a foundation for upholstery.....	5 0 0
(ii) Filling cushion covers with spring interiors.....	5 0 0
(iii) Operating and/or loading cushion filling machine with filling material and/or foam rubber.....	5 0 0
(iv) Filling of cushion cases for spring interior cushions	5 0 0
(v) Affixing helical springs and/or chain and/or hoop iron for the sole purposes of serving as a support for a loose cushion.....	2 10 0
(vi) Affixing rubber strips for the sole purpose of serving as a support for a loose cushion.....	2 10 0
(vii) Affixing of helical springs and/or chain and/or zig-zag or no-sag type of springing and/or affixing hoop iron to loose seats and/or backs for dining room chairs but excluding the building of a spring edge on backs and/or seats and/or on arms of frames.....	2 10 0
(viii) Securing sisal and/or coir pads to spring cushion units.....	2 10 0
(ix) Cutting of platforms used for covering helical springs.....	2 10 0
(x) Bolting in position arms and/or backs of studio couches where the points of conjunction have been predetermined and/or prepared by means of drilling or otherwise.....	2 10 0
(xi) Filling of cushion covers with filling material other than spring interiors.....	1 17 6
(xii) Unwinding filling materials in rope form.....	1 17 6
(xiii) Making buttons and/or tufts.....	1 17 6
(xiv) Assisting upholsterer in holding cover.....	1 17 6
(xv) Making banding and/or beading.....	1 17 6
(xvi) Sorting of ready-cut materials after bulk cutting.....	1 17 6
(xvii) Regulating and/or preparing completed cushions for delivery.....	1 17 6
(xviii) Cutting foam rubber to size.....	1 17 6
(xix) Cutting rubber strips.....	1 17 6
(xx) Joining together foam rubber.....	1 17 6
(xxi) Affixing material to foam rubber.....	1 17 6

For the purpose of this section a spring unit means an independent assembly of coil springs or continuous springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an innerspring mattress, cushion, seat and/or any bedding and/or seating device.

(8) *Werknemers in diens in diverse houtsneewerksaamhede:—*

	Per week. £ s. d.
(i) Stippelponswerk.....	2 10 0
(ii) Lym en/of kraallyste aan planke vir snywerk vassit.....	1 17 6
(iii) Bestanddele vir lyswerk meng.....	1 17 6

(9) *Werknemers in diens in die verpakking van meubels:—*

	Per week. £ s. d.
(i) Houtstroke aan voltooide meubels aansit met die doel om dit te verpak of te vervoer.....	3 0 0
(ii) Kratte vir verpakking van meubels of meubelonderdele maak.....	3 0 0
(iii) Meubels of meubelonderdele in goiing verpak..	3 0 0
(iv) Meubels of meubelonderdele in kartondose en/of kartonhouers verpak.....	1 17 6
(v) Kartondose en/of kartonhouers toemaak.....	1 17 6
(vi) Meubels en/of meubelonderdele in papier en/of karton toedraai.....	1 17 6

(10) *Werknemers in diens in algemene werksaamhede:—*

	Per week. £ s. d.
(i) Rottang weef.....	7 0 0
(ii) Rottangmatte aansit.....	4 12 6
(iii) Riempiewerk.....	2 10 0
(iv) Met die hand skuur ongeag of die artikel wat geskuur word, stilstaan of draai.....	2 10 0
(v) Pluismasjien oprig en/of bedien en/of daarmee werk.....	2 10 0
(vi) Kussinkies vir veereenhede maak en/of sny..	2 10 0
(vii) Werknemers in diens in verband met enigeen van die prosesse in die yervaardiging van veerbinnewerk en/of veereenhede en/of die yervaardiging van hul onderdele vir binneveermatrasse en/of veerkussings.....	2 10 0
(viii) Veermaakmasjiene gereedmaak en/of bedien.	2 10 0
(ix) Luidsprekerdoek vassit.....	2 10 0
(x) Oortollige lym op meubels of dele daarvan gesprei, verwyder.....	1 17 6
(xi) Metaalstange en/of skarniere en/of metaalbuis en/of metaalstoke en/of draad en/of hoepelyster sny.....	1 17 6
(xii) Klinknaels insit en/of draad aan ysterboute en/of stange sny.....	1 17 6
(xiii) Vere baal.....	1 17 6
(xiv) Vere in 'n oplossing doop vir doeleindes van bewaring.....	1 17 6
(xv) Stofsakke van skuurmasjiene skoonmaak.....	1 17 6
(xvi) Hoepelyster reguitmaak.....	1 17 6
(xvii) Gate in metaal inslaan.....	1 17 6
(xviii) Vulsel ontbaal en/of klop.....	1 17 6
(xix) Vulsel met die hand uitpluis.....	1 17 6
(xx) Metaalstange skoonmaak.....	1 17 6
(xxi) Persele skoonmaak en/of vee.....	1 17 6
(xxii) Masjinerie en/of installasie en/of gereedskap en/of gerei skoonmaak.....	1 17 6
(xxiii) Materiaal oplaai en/of aflaai.....	1 17 6
(xxiv) Goed met handkar vervoer.....	1 17 6
(xxv) Goed met trapfiets vervoer.....	1 17 6
(xxvi) Boodskappe en/of briewe aflewer.....	1 17 6
(xxvii) Grondstowwe uitpak.....	1 17 6
(xxviii) Ketels en/of verbranders en/of droogoonde bedien.....	1 17 6
(xxix) Hout in droogoonde insit.....	1 17 6
(xxx) Hout uit droogoonde uithaal.....	1 17 6
(xxxi) Droogoonde oppas.....	1 17 6
(xxxii) Dranke maak en/of opdien.....	1 17 6
(xxxiii) Eet- en/of drinkgerei was.....	1 17 6
(xxxiv) Hout vir bewaring behandel.....	1 17 6
(xxxv) Masjiendryfrieme saamvoeg.....	1 17 6
(xxxvi) Weeg.....	1 17 6
(xxxvii) Meubels slegs vir doeleindes van hernuwing uitmekaarhaal.....	1 17 6
(xxxviii) Beddegoed uitmekaarhaal.....	1 17 6
(xxxix) Gaan haal en/of dra.....	1 17 6
(xl) Voertuie laai en/of aflaai.....	1 17 6
(xli) Masjins help om grondstowwe voor en na masjienbewerking te hanteer.....	1 17 6
(xlii) Finnerhout verbind.....	1 17 6
(xliii) Finnerhout en/of laaghout en/of hardebord in posisie plaas deur dit te verbind en/of vas te kram en/of vas te spyker om gedruk te word	1 17 6
(xliv) Verbandlose laswerk.....	1 17 6
(xlv) Enige soort pers bedien of oppas.....	1 17 6
(xlvi) Enige soort pers laai en/of ontaai.....	1 17 6
(xlvii) Lym en/of bande en/of papier afwas en/of verwyder.....	1 17 6
(xlviii) Onderdele opstapel nadat dit gepers is.....	1 17 6
(xlix) Lym spreid.....	1 17 6
(l) Oortollige finnerhout met die hand wegsny nadat finnerwerk aangesit is.....	1 17 6

(8) *Employees engaged in sundry carving operations:—*

	Per Week. £ s. d.
(i) Stipple punching.....	2 10 0
(ii) Gluing and/or affixing beading to boards for carving.....	1 17 6
(iii) Mixing ingredients for moulding.....	1 17 6

(9) *Employees engaged in furniture packing:—*

	Per Week. £ s. d.
(i) Affixing strengthening woodstrips to completed furniture for the purpose of packing or transporting.....	3 0 0
(ii) Making packing crates for furniture and/or parts for furniture.....	3 0 0
(iii) Packing furniture and/or furniture parts in hessian	3 0 0
(iv) Packing furniture and/or furniture parts in cartons and/or cardboard containers.....	1 17 6
(v) Closing cartons and/or cardboard containers.....	1 17 6
(iv) Wrapping furniture and/or furniture parts in paper and/or cardboard.....	1 17 6

(10) *Employees engaged in general operations:—*

	Per Week. £ s. d.
(i) Weaving of cane.....	7 0 0
(ii) Affixing cane mats.....	4 12 6
(iii) Riempie work.....	2 10 0
(iv) Sandpapering by hand regardless of whether the article papered is stationary or rotating....	2 10 0
(v) Setting up and/or operating teasing machine and/or performing work therewith.....	2 10 0
(vi) Making and/or cutting pads for spring units....	2 10 0
(vii) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and/or the manufacture of their component parts for spring interior mattresses and/or spring cushions....	2 10 0
(viii) Setting up and/or operating springmaking machines.....	2 10 0
(ix) Affixing of speaker cloths.....	2 10 0
(x) Removing excess glue spread on furniture or parts thereof.....	1 17 6
(xi) Cutting metal rods, and/or hinges, and/or metal tubes, and/or metal strips, and/or wire and/or hoop iron.....	1 17 6
(xii) Riveting and/or making threads on iron bolts and/or rods.....	1 17 6
(xiii) Baling springs.....	1 17 6
(xiv) Dipping springs into a solution for the purpose of preservation.....	1 17 6
(xv) Cleaning sandpapering machine dustbags.....	1 17 6
(xvi) Straightening hoop iron.....	1 17 6
(xvii) Punching holes in metal.....	1 17 6
(xviii) Unbaling and/or beating filling material.....	1 17 6
(xix) Teasing filling materials by hand.....	1 17 6
(xx) Cleaning metal rods.....	1 17 6
(xxi) Cleaning and/or sweeping premises.....	1 17 6
(xxii) Cleaning machinery and/or plant and/or tools and/or utensils.....	1 17 6
(xxiii) Loading and/or unloading materials.....	1 17 6
(xxiv) Transportation of goods by handcart.....	1 17 6
(xxv) Transportation of goods by pedal cycle.....	1 17 6
(xxvi) Delivering messages and/or letters.....	1 17 6
(xxvii) Unpacking raw materials.....	1 17 6
(xxviii) Attending boilers and/or incinerators and/or ovens.....	1 17 6
(xxix) Putting timber in kilns.....	1 17 6
(xxx) Removing timber from kilns.....	1 17 6
(xxxi) Attending kilns.....	1 17 6
(xxxii) Making and/or serving beverages.....	1 17 6
(xxxiii) Washing-up eating and/or drinking utensils	1 17 6
(xxxiv) Treating of timber for preservation.....	1 17 6
(xxxv) Joining machine driving belts.....	1 17 6
(xxxvi) Weighing.....	1 17 6
(xxxvii) Stripping furniture for the purpose of renovation only.....	1 17 6
(xxxviii) Stripping of articles of bedding.....	1 17 6
(xxxix) Fetching and/or carrying.....	1 17 6
(xl) Loading and/or unloading vehicles.....	1 17 6
(xli) Assisting machinist in handling raw materials before and after machining.....	1 17 6
(xlii) Taping veneers.....	1 17 6
(xliii) Taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.....	1 17 6
(xliv) Tapeless joining.....	1 17 6
(xlv) Operating and/or attending presses of any kind	1 17 6
(xlvi) Loading and/or unloading presses of any kind	1 17 6
(xlvii) Washing off and/or removing gum and/or tapes and/or paper.....	1 17 6
(xlviii) Stacking parts after pressing.....	1 17 6
(xlix) Spreading glue.....	1 17 6
(l) Removing by hand of excess veneer after affixing veneer.....	1 17 6

(11) *Naaiers- en/of naaisterswerk.*—Werknemers in diens in enigeen of meer van die volgende werksaamhede:—

	Per week.
	£ s. d.
(i) Gordyne maak en/of stik.....	3 10 0
(ii) Meubeloortreksels stik.....	3 10 0
(iii) Kussingslope en/of binneslope en/of matrasslope maak en/of stik.....	3 10 0
(iv) Enige aanhegels aanwerk en/of aanhaak.....	3 10 0
(v) Kussingbinneslope en/of kussingslope stik.....	3 10 0
(vi) Bedspreie maak en/of stik.....	3 10 0
(vii) Omboorsel maak.....	3 10 0
(viii) Glipsteek en/of liskoord en/of fraaiings en/of materiaal stik.....	3 10 0

(12) *Beddegoedmaak.*—Met uitsondering van die werksaamhede genoem in artikel 13 hiervan moet elke werknemer in diens in al of enigeen van die werk gedoen in die maak van beddegoed, minstens 'n loon van £4. 10s. 0d. per week betaal word.

(13) *Werknemers in diens in diverse werksaamhede in verband met die maak van beddegoed:*—

	Per week.
	£ s. d.
(i) Toppe en/of rande en/of slope en/of oortreksels vir matrasbassis sny.....	3 10 0
(ii) Slope en/of oortreksels vir matrasbassis aanmekeer werk.....	3 10 0
(iii) 'n Matrassloop met die hand en/of masjien toemaak.....	3 10 0
(iv) Stoelkussings en/of bedkussings en/of peule toemaak.....	3 10 0
(v) Bedveerrame vasbout en/of inmeekaarsit en/of vleg en/of voorafgeboorde gate vergroot en/of in 'n reguitlyn bring.....	2 10 0
(vi) Spoele vir enige soort naaldwerkmasjien voorberei.....	2 10 0
(vii) Gestikte rande volgens lengte sny.....	2 10 0
(viii) Gate in matrassrande inslaan.....	2 10 0
(ix) Handvatsels en/of luggate aan matrassrande sit.....	2 10 0
(x) 'n Vlegmasjien oprig en/of bedien en/of werk daarmee doen.....	2 10 0
(xi) Kussinkies sny.....	2 10 0
(xii) Bedveerrame met die hand kleur en/of vernis.....	2 10 0
(xiii) Ore aansit.....	2 10 0
(xiv) Oë aan naalde in perskwaswerk hang.....	2 10 0
(xv) Doekspreimasjien laai en/of stoot en/of bedien of werk daarmee doen.....	2 10 0
(xvi) Uitpluis- en/of baaloopmaak- en/of baalaanbreekmasjien bedien en/of werk daarmee doen.....	2 10 0
(xvii) Oogmaakmasjien oprig en/of bedien en/of werk daarmee doen.....	2 10 0
(xviii) Oë aan knope en/of kwassies heg.....	2 10 0
(xix) Veereenhede aan bedrame heg, uitgesonderd die bou van 'n fondament vir 'n kasveer.....	2 10 0
(xx) Sisal en/of klapperhaarkussinkies met die hand aan binneveereenhede vassit.....	2 10 0
(xxi) Stoelkussings en/of bedkussings en/of peule met die hand met ander materiaal as veereenhede vul.....	1 17 6
(xxii) Weeg.....	1 17 6
(xxiii) Beddegoed uitmekeerhaal.....	1 17 6
(xxiv) Ketting en/of draad en/of hoepelyster en/of vierkantige en/of diamantvormige skakels sny.....	1 17 6
(xxv) Help om rollers vir stikmasjiene voor te berei.....	1 17 6
(xxvi) Skuimrubber en/of plastiese blokkies in matrasslope insit.....	1 17 6
(xxvii) Skuimrubber sny.....	1 17 6
(xxviii) Rubberstroke sny.....	1 17 6
(xxix) Skuimrubber saamvoeg.....	1 17 6
(xxx) Materiaal aan skumrubber heg.....	1 17 6

Vir die toepassing van hierdie artikel beteken 'n veereenheid 'n onafhanklike inrigting van spiraalwerk of bladvere so ineenge-skakel, geassosieer of vervaardig as om 'n veerbasis en/of binne-werk te verskaf vir gebruik in 'n binneveermatras, kussing, sit en/of enige bed- en/of sittoestel.

(14) *Diverse.*—Persone in diens as:—

	Per week.
	£ s. d.
(i) Versendingsklerke.....	4 0 0
(ii) Stoormanne.....	4 0 0
(iii) Tydopnemers.....	4 0 0
(iv) Opsigters.....	4 0 0
(v) Bestuurders van motorvoertuie.....	4 0 0
(vi) Vragmotorarbeiders.....	2 10 0
(vii) Leerling-verpakkers.....	2 0 0
(viii) Los arbeiders.....	10½d. per uur.

(15) *Lone vir voormanne, onderbase en/of toesighouers.*—Voormanne en/of onderbase en/of toesighouers moet 'n loon van minstens die hoogste voorgeskrewe minimum loon van toepassing op die werk gedoen in die afdelings waar hulle in diens is, betaal word.

(11) *Seamster's and/or seamstresses' work.*—Employees engaged in any one or more of the following operations:—

	Per Week.
	£ s. d.
(i) Making and/or sewing of curtains.....	3 10 0
(ii) Sewing of furniture covers.....	3 10 0
(iii) Making and/or sewing of pillow slips and/or pillow cases and/or mattress cases.....	3 10 0
(iv) Sewing on and/or hooking on of any attachments.....	3 10 0
(v) Sewing of cushion cases and/or cushion slips.....	3 10 0
(vi) Making and/or sewing of quilts.....	3 10 0
(vii) Making piping.....	3 10 0
(viii) Slip-stitching and/or sewing gimp and/or fringes and/or materials.....	3 10 0

(12) *Bedding making.*—With the exception of the operations referred to in section (13) hereunder each and every employee engaged in all or any of the operations performed in bedding making shall be paid not less than a wage of £4. 10s. per week.

(13) *Employees engaged in sundry bedding operations:*—

	Per Week.
	£ s. d.
(i) Cutting tops and/or borders and/or cases for mattresses and/or covers for mattress bases.....	3 10 0
(ii) Sewing mattress cases and/or covers for mattress bases.....	3 10 0
(iii) Closing a mattress case by hand and/or machine.....	3 10 0
(iv) Closing cushions and/or pillows and/or bolsters.....	3 10 0
(v) Bolting and/or assembling and/or meshing of bedspring frames and/or enlarging and/or truing up predrilled holes.....	2 10 0
(vi) Preparing spools for any type of needling machine.....	2 10 0
(vii) Cutting quilted borders to length.....	2 10 0
(viii) Punching holes in mattress borders.....	2 10 0
(ix) Fitting handles and/or ventilators to mattress borders.....	2 10 0
(x) Setting up and/or operating an interlacing machine and/or performing work therewith.....	2 10 0
(xi) Cutting pads.....	2 10 0
(xii) Staining and/or varnishing of bed spring frames by hand.....	2 10 0
(xiii) Affixing lugs.....	2 10 0
(xiv) Hanging loops on needles in compression tufting.....	2 10 0
(xv) Loading and/or wheeling and/or operating a cloth spreading machine or performing work therewith.....	2 10 0
(xvi) Operating a teasing and/or bale opening and/or bale breaking machine and/or performing work therewith.....	2 10 0
(xvii) Setting up and/or operating a loop making machine and/or performing work therewith.....	2 10 0
(xviii) Attaching loops to buttons and/or tufts.....	2 10 0
(xix) Attaching spring units to bed frames, excluding the building of a foundation for a box spring.....	2 10 0
(xx) Affixing of sisal and/or coir pads by hand to interior spring units.....	2 10 0
(xxi) Filling cushions, and/or pillows, and/or bolsters by hand with material other than spring units.....	1 17 6
(xxii) Weighing.....	1 17 6
(xxiii) Stripping of bedding.....	1 17 6
(xxiv) Cutting chain and/or wire and/or hoop iron and/or square and/or diamond mesh links.....	1 17 6
(xxv) Assisting in preparing rollers for quilting machines.....	1 17 6
(xxvi) Insertion of foam rubber and/or plastic blocks into mattress cases.....	1 17 6
(xxvii) Cutting of foam rubber.....	1 17 6
(xxviii) Cutting rubber strips.....	1 17 6
(xxix) Joining together foam rubber.....	1 17 6
(xxx) Affixing material to foam rubber.....	1 17 6

For the purpose of this section a spring unit means an independent assembly of coil springs or continuous springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an innerspring mattress, cushion, seat and/or any bedding and/or seating device.

(14) *Miscellaneous.*—Persons employed as:—

	Per Week.
	£ s. d.
(i) Despatch Clerks.....	4 0 0
(ii) Storemen.....	4 0 0
(iii) Timekeepers.....	4 0 0
(iv) Caretakers.....	4 0 0
(v) Drivers of motor vehicles.....	4 0 0
(vi) Lorry Labourers.....	2 10 0
(vii) Learner Packers.....	2 0 0
(viii) Casual Labourers.....	10½d. per hour.

(15) *Wages of Foremen, Chargehands and/or Supervisors.*—Foremen and/or chargehands and/or supervisors shall be paid wages not less than the highest minimum prescribed wage applicable to the operations performed in the sections where they are engaged.

(16) *Meerderjarige ateljee-rusbankleerlinge*.—Meerderjarige leerlinge uitsluitlik in diens om die stoffeer van ateljee-rusbanke te leer, moet die volgende lone betaal word:—

	Per week.
	£ s. d.
Vir die eerste ses maande diens.....	2 0 0
Vir die tweede ses maande diens.....	3 0 0
Vir die derde ses maande diens.....	4 0 0
Vir die vierde ses maande diens.....	5 0 0

Daarna die lone voorgeskryf vir werknemers in artikel (1) van hierdie deel van die Ooreenkoms.

(17) *Leerlingmatrasmakers*.—Onderhewig aan die bepalings van klousule 29 (7) (i) van deel I van hierdie Ooreenkoms, moet leerlinge in diens om matrasse te leer maak, die volgende lone betaal word:—

	Per week.
	£ s. d.
Gedurende die eerste ses maande diens.....	1 10 0
Gedurende die tweede ses maande diens.....	2 0 0
Gedurende die derde ses maande diens.....	2 10 0
Gedurende die vierde ses maande diens.....	3 0 0

Daarna die lone voorgeskryf in artikel 13 van hierdie deel van die Ooreenkoms.

(18) *Leerlingnaaiers en/of -naaisters*.—Leerling in diens om naaiers- en/of naaisterswerk te leer moet die volgende lone betaal word:—

	Per week.
	£ s. d.
Gedurende die eerste ses maande diens.....	1 5 0
Gedurende die tweede ses maande diens.....	1 15 0
Gedurende die derde ses maande diens.....	2 5 0
Gedurende die vierde ses maande diens.....	2 15 0

Daarna die lone voorgeskryf in artikel 12 van hierdie deel van die Ooreenkoms.

(19) *Jeugdige werknemers*.—(i) Jeugdige manlike werknemers in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, soos gewysig, moet gedurende die gemagtigde proeftyd minstens die loon voorgeskryf ingevolge die bepalings van genoemde Wet, betaal word.

(ii) *Alle ander jeugdiges*.—Die minimum loon voorgeskryf vir volwasse manlike werknemers in diens vir dieselfde klas werk.

(20) *Bestuurders van motorvoertuie*.—Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende bepalings van toepassing op bestuurders van motorvoertuie in die magistraats-distrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Kempton Park, Witbank; met dien verstande dat die minimum loon vir 'n bestuurder van 'n motorvoertuig op wie hierdie bepalings van toepassing is, minstens £4 per week moet wees.

A. WOORDOMSKRYWINGS.

„Los werknemer” beteken 'n werknemer wat hoogstens twee dae in enige week deur dieselfde werkgever in diens geneem is.

„Noodsaaklike dienste” beteken enige werk wat weens oorsake soos brand, storm, ongeval, geweldpleging of diefstal sonder versuim gedoen moet word en alle werk nodig vir die vervoer van masjinerie om enige ernstige ontwinging in 'n bedryf te voorkom, of vervoer vir doeleindes van nasionale verdediging of polisdienste.

„Werkure” omvat alle tydperke wat daar bestuur word, asook enige tyd wat aan ander werk in verband met die voertuig of die vraag bestee is, en alle tydperke wanneer 'n werknemer verplig is om op sy pos te bly gereed om te werk as dit van hom verlang word.

„Motorvoertuie bestuur” beteken die bestuur van voertuie gebruik vir die vervoer van goedere en wat op 'n ander wyse as deur middel van die krag van mens of dier voortbeweeg word; en omvat alle tyd wat deur die bestuurder bestee is aan ander werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te werk as dit van hom verlang word.

„Loonvrag” beteken die netto dravermoë of die netto vraag wat 'n voertuig kan dra of trek ingevolge enige motorvoertuig-sertifikaat of vrystellingsertifikaat uitgereik ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur enige plaaslike padvervoerraad, kragtens die bepalings van die Motor-transportwet, 1930, of ingevolge 'n geskikheidsertifikaat uitgereik ten opsigte van sodanige voertuig deur enige plaaslike owerheid na gelang die netto dravermoë of netto vraag die grootste is.

„Stukwerk” of „taakwerk” beteken enige stelsel waarby 'n werknemer se besoldiging gebaseer is op die gewig, omvang van of getal voorwerpe of goedere wat vervoer is of op die getal reise afgeleë of op die aantal myle wat afgeleë is.

„Sleepwa” beteken 'n vervoermiddel geheg aan en getrek deur 'n voertuig maar omvat nie die eerste vervoermiddel geheg aan en getrek deur 'n trekker of die voertuig bekend as 'n „meganiese perd” nie.

„Voertuig” beteken 'n vervoermiddel gebruik vir die vervoer van goedere en wat voortbeweeg word anders as deur die krag van mens of dier en omvat 'n trekker.

„Weeklikse werknemer” beteken 'n werknemer wat by die week in diens is.

(16) *Major Studio Couch Learners*.—Major learners employed exclusively in learning the upholstery of studio couches shall be paid:—

	Per Week.
	£ s. d.
During the first six months of employment.....	2 0 0
During the second six months of employment.....	3 0 0
During the third six months of employment.....	4 0 0
During the fourth six months of employment.....	5 0 0

Thereafter the wages prescribed for employees in section (1) of this part of the Agreement.

(17) *Learner Mattress Makers*.—Subject to the provisions of clause 29 (7) (i) of Part I of this Agreement, learners employed in learning mattress making shall be paid:—

	Per Week.
	£ s. d.
During the first six months of employment.....	1 10 0
During the second six months of employment.....	2 0 0
During the third six months of employment.....	2 10 0
During the fourth six months of employment.....	3 0 0

Thereafter the wages prescribed in section 13 of this part of the Agreement.

(18) *Learner Seamsters and/or seamstresses*.—Learners employed in learning seamsters' and/or seamstresses' work shall be paid:—

	Per Week.
	£ s. d.
During the first six months of employment.....	1 5 0
During the second six months of employment.....	1 15 0
During the third six months of employment.....	2 5 0
During the fourth six months of employment.....	2 15 0

Thereafter the wages prescribed in section 12 of this part of the Agreement.

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

(ii) *All other Juveniles*.—The minimum wage prescribed for adult male employees employed on the same class of work.

(20) *Drivers of Motor Vehicles*.—Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Kempton Park and Witbank; provided that the minimum wage for a driver of a motor vehicle to whom these provisions apply shall be not less than £4 per week.

A. DEFINITIONS.

“Casual employee” means an employee who is employed by the same employer on not more than two days in any week.

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

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

“Motor transport driving” means the driving of vehicles used for the transportation of goods, 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.

“Pay-load” means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net carrying capacity or net load may be the greater.

“Piece-work” or “task-work” means any system under which an employee's remuneration is based on the weight, volume or number of articles or goods conveyed or on the number of journeys undertaken or on the mileage covered.

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

“Vehicle” means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a tractor.

“Weekly employee” means an employee who is employed by the week.

B. BESOLDIGING.

(1) Die minimum-skale waarteen besoldiging ten opsigte van gewone werkers deur 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers betaal moet word, is soos volg:—

(a) 'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, bestuur wat gemagtig is om 'n loonvrag te dra of te trek van—

	Per week.
	£ s. d.
(i) onder 6,000 lb.....	4 0 0
(ii) 6,000 lb.....	4 5 0
(iii) bo 6,000 lb. en tot en met 10,000 lb.....	4 5 0
(iv) bo 10,000 lb. en tot en met 14,000 lb.....	5 0 0
(v) bo 14,000 lb.....	6 0 0

(b) 'n Werknemer wat 'n stoomwa bestuur..... 6 0 0

(c) Los werknemer.—'n Los werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, bestuur wat gemagtig is om 'n loonvrag te dra of te trek van—

	Vir enige tydperk van nege uur of minder.
	Per dag.
	£ s. d.
(i) onder 6,000 lb.....	0 16 0
(ii) 6,000 lb.....	0 17 0
(iii) bo 6,000 lb. en tot en met 10,000 lb.....	0 17 0
(iv) bo 10,000 lb. en tot en met 14,000 lb.....	1 0 0
(v) bo 14,000 lb.....	1 4 0

(d) 'n Los werknemer wat 'n stoomwa bestuur..... 1 4 0

(2) Kontrakbasis.—Elke werknemer word as 'n weeklikse werknemer beskou tensy hy binne die woordskrywing van „los werknemer” val en moet minstens die volle weekloon voorgeskryf in paragrawe (a) en (b) van subklousule (1) vir 'n werknemer van sy klas betaal word, onderworpe aan die bepalinge van klousule C (6), of hy die volle tyd of minder gewerk het en is onderworpe aan die ander voorwaardes (vir sover hulle van hulle toepassing mag wees) voorgeskryf vir sodanige werknemer.

(3) Sleepwaens.—'n Werknemer wat op enige dag 'n voertuig bestuur waaraan een of meer sleepwaens geheg is, moet minstens die volgende betaal word:—

- (a) Indien 'n weeklikse werknemer, 2s. 6d. per dag vir elke sleepwa met 'n maksimum van tien sjielings in enige week;
(b) indien 'n los werknemer, 2s. 6d. per dag, benewens die loon van toepassing op hom ingevolge subklousules (1), (3) en (6).

(4) Berekening van maandelikse besoldiging.—As die loon verskuldig aan 'n werknemer ingevolge die voorbehoudsbepaling by klousule C (1) maandeliks betaal word, is die loon betaalbaar in enige maand vier en een-derde maal die weekloon voorgeskryf vir 'n werknemer van sy kategorie in subklousule (1) (a) en (b).

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

Vir die toepassing van hierdie subklousule is die besoldiging betaalbaar aan 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van enige afsonderlike dag, minstens een-sesde van die weekloon voorgeskryf in subklousule (1) (a) en (b) vir die hoër betaalde werk wat verrig is.

(6) Verblyftoelae.—As die werk van 'n werknemer belet dat hy na sy huis terugkeer vir sy nagrus moet hy 'n verblyftoelae van minstens die volgende betaal word:—

	£. s. d.
(a) As dit vir die werknemer nodig is om aandete en 'n bed te verkry.....	0 7 6
(b) As dit vir die werknemer nodig is om aandete, 'n bed en oggendete te verkry.....	0 10 0

C. BETALING VAN BESOLDIGING.

(1) Werknemers, uitgesonderd los werknemers.—Besoldiging is verskuldig en moet weekliks kontant nie later as dertig minute na voltooiing van die dag se werk op die gewone betaaldag, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag, betaal word nie; met dien verstande dat 'n werkgewer met toestemming van sy werknemer die verskuldigde besoldiging maandeliks kan betaal.

(2) Los werknemers.—'n Los werknemer moet sy besoldiging in kontant betaal word by beëindiging van sy dienskontrak.

(3) Premies.—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

B. REMUNERATION.

(1) The minimum rates at which remuneration in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

(a) An employee who drives a vehicle other than steam wagon authorised to carry or haul a pay-load of—

	Per Week.
	£ s. d.
(i) under 6,000 lb.....	4 0 0
(ii) 6,000 lb.....	4 5 0
(iii) over 6,000 lb. and up to and including 10,000 lb.....	4 5 0
(iv) over 10,000 lb. and up to and including 14,000 lb.....	5 0 0
(v) over 14,000 lb.....	6 0 0

(b) An employee who drives a steam wagon..... 6 0 0

(c) Casual employee.—A casual employee who drives a vehicle other than a steam wagon, authorised to carry or haul a pay load of—

	For any period of nine hours or less.
	Per Day.
	£ s. d.
(i) under 6,000 lb.....	0 16 0
(ii) 6,000 lb.....	0 17 0
(iii) over 6,000 lb. and up to and including 10,000 lb.....	0 17 0
(iv) over 10,000 lb. and up to and including 14,000 lb.....	1 0 0
(v) over 14,000 lb.....	1 4 0

(d) A casual employee who drives a steam wagon..... 1 4 0

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

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

- (a) if a weekly employee, two shillings and sixpence per day for each trailer with a maximum of ten shillings in any week;
(b) if a casual employee, two shillings and sixpence per day, in addition to the remuneration applicable to him in terms of sub-clause (1), (3) and (6).

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

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

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

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

	£ s. d.
(a) Where it is necessary for the employee to obtain an evening meal and bed.....	0 7 6
(b) Where it is necessary for the employee to obtain an evening meal, bed and breakfast.....	0 10 0

C. PAYMENT OF REMUNERATION.

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

(2) Casual Employee.—A casual employee shall be paid his remuneration in cash on termination of his contract of employment.

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

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

(5) *Kos en inwoning.*—Onderworpe an die bepalings van enige ander regsbeeping, mag 'n werkgewer nie van sy werknemer vereis om by hom te loseer en/of in te woon of by enige plek deur hom aangewys nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê nie of enige bedrae van sy werknemer se loon aftrek nie, behalwe die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, bedrae vir vakansie-, siekteversekings-, voorsorg- en/of pensioenfondse of ledegeld aan vakverenigings;
- (b) onderworpe aan die bepalings van klousule F, as 'n werknemer van sy werk afwesig is, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- (c) enige bedrag wat van 'n werkgewer kragtens wet of enige bevel van enige bevoegde hof vereis of toegelaat word om afgetrek te word;
- (d) as 'n werknemer ingestem het om losies en/of inwoning van sy werkgewer aan te neem, hoogstens die bedrae wat hieronder aangegee word:—

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
(i) Losies.....	0	3	0	0	13	0
(ii) Inwoning.....	0	2	0	0	8	8
(iii) Losies en Inwoning.....	0	5	0	1	1	8

D. WERKURE, GEWONE EN OORTYD EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie meer as onderstaande wees nie:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer—
 - (i) 50 in enige week vanaf Maandag tot en met Saterdag;
 - (ii) nege op vyf dae in enige week en sewe op die ander dag; met dien verstande dat die weeklikse totaal 50 nie te bowe gaan nie;
 met dien verstande dat as van 'n werknemer vereis word om enige dag na 11 vm. met sy werk te begin, dit vir die berekening van die gewone werkure en oortyd beskou moet word dat hy om 11 vm. met sy werk begin het;
- (b) in geval van 'n los werknemer, nege op 'n dag.

(2) *Oortyd.*—Alle ure gewerk bo en benewens die maksimum getal gewone ure voorgeskryf in subklousule (1), word as oortyd beskou.

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

- (a) In geval van 'n weeklikse werknemer, een en een-derde maal die weeklikse besoldiging vir 'n werknemer van sy klas in klousule B (1) (a) en (b) voorgeskryf, gedeel deur 50; en
- (b) in geval van 'n los werknemer, een en een-derde maal die besoldiging van toepassing op hom ingevolge klousule B (1) (c) en (d), gedeel deur nege.

(4) *Beperking van oortyd.*—'n Werkgewer mag nie van sy werknemer vereis of toelaat dat hy meer as die volgende oortyd werk nie:—

- (a) Twee uur op 'n dag;
- (b) nege uur in 'n week.

(5) *Besoldiging vir Sondae.*—Tyd gewerk op Sondag mag nie as deel van die gewone werkure of oortydure gereken word nie maar daarvoor moet ten minste onderstaande spesiale skale betaal word:—

- (a) In die geval van 'n weeklikse werknemer, uitgesonderd 'n werknemer genoem in paragraaf (c), tweemaal die weeklikse besoldiging voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (a) en (b), gedeel deur ses;
- (b) in die geval van 'n los werknemer, tweemaal die besoldiging voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (c) en (d) vir elke Sondag of gedeelte daarvan gewerk;
- (c) in die geval van 'n werknemer in die voorbehoud by klousule E (1) (b) genoem, tweemaal die weeklikse besoldiging voorgeskryf in klousule B (1) (d), gedeel deur 50 vir elke uur of gedeelte daarvan gewerk, met 'n maksimum betaling vir vier uur.

(6) *Betaling vir openbare vakansiedae.*—'n Werknemer wat op Kersdag, Goeie Vrydag of Gelofte-dag werk, moet minstens onderstaande betaal word:—

- (a) In die geval van 'n weeklikse werknemer, tweemaal die besoldiging vir 'n werknemer van sy klas in klousule B (1) (a) en (b) voorgeskryf, gedeel deur ses;
- (b) in die geval van 'n los werknemer, tweemaal die besoldiging vir 'n werknemer van sy klas in klousule B (1) (c) en (d) voorgeskryf;

vir elke dag of gedeelte daarvan gewerk.

(7) *Etenstye.*—'n Werknemer moet een uur toegestaan word vir ete na vyf uur werk en gedurende hierdie pouse mag geen werk verrig word nie; met die verstande dat as 'n werkgewer van sy werknemer vereis om meer as een uur vir ete te neem, alle tyd bo en behalwe een uur as deel van die gewone werkure gereken moet word.

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

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

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

- (a) With the written consent of his employee, deductions for holiday, sick insurance, provident and/or pension funds or trade union subscriptions;
- (b) subject to the provisions of clause F, when an employee absence himself from work a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) when an employee has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
(i) Board.....	0	3	0	0	13	0
(ii) Lodging.....	0	2	0	0	8	8
(iii) Boarding and Lodging.....	0	5	0	1	1	8

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

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

- (a) in the case of an employee other than a casual employee—
 - (i) fifty in any week from Monday to Saturday inclusive;
 - (ii) nine on five days in any week and seven on the other day; provided that the weekly total does not exceed fifty;

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

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

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

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

- (a) in the case of a weekly employee, one and a third times the weekly remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by fifty; and
- (b) in the case of a casual employee, one and a third times the remuneration applicable to him in terms of clause B (1) (c) and (d) divided by nine.

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

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

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

- (a) In the case of a weekly employee, other than an employee referred to in paragraph (c), double the weekly remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by six;
- (b) in the case of a casual employee, double the remuneration prescribed for an employee of his class in clause B (1) (c) and (d) for each Sunday or part thereof worked;
- (c) in the case of an employee referred to in the proviso to clause E (1) (b), double the weekly remuneration prescribed in clause B (1) (d) divided by fifty for each hour or part thereof worked, with a minimum payment for four hours.

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

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

for each day or part thereof.

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

(8) *Werkure moet opeenvolgend wees.*—Onderworpe aan die bepaling van subklousule (7) moet alle werkure op enige dag opeenvolgend wees.

(9) *Voorbehoud.*—Die bepaling subklousule (4) is nie van toepassing tydens die verrigting van noodsaaklike dienste nie; met dien verstande dat 'n werknemer aldus werksaam, ten opsigte van elke uur of gedeelte daarvan oortyd bo en behalwe die beperking genoem in subklousule (4) teen minstens die volgende lone betaal moet word:—

- (a) Indien 'n weeklikse werknemer, tweemaal die weeklikse besoldiging vir 'n werknemer van sy klas in klousule B (1) (a) en (b) voorgeskryf, gedeel deur 50;
- (b) indien 'n los werknemer, tweemaal die besoldiging vir 'n werknemer van sy klas in klousule B (1) (c) en (d) voorgeskryf, gedeel deur nege.

E. RUSTYE.

(1) Geen werkgever mag van sy werknemer, uitgesonderd 'n werknemer genoem in klousule D (9), vereis of toelaat dat hy werk—

- (a) sodat die werknemer nie minstens 12 agtereenvolgende rusure het in enige tydperk van 24 uur nie, bereken van die tyd wat die werknemer enige dag begin werk;
- (b) sodat die werknemer nie een volle rusdag gedurende elke sewe opeenvolgende dae het nie; met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer van wie vereis kan word om op Sondag vir hoogstens vier uur te werk ten einde 'n stoomwa te bedien nie.

F. SIEKTEVERLOF.

(1) 'n Werknemer wat drie maande diens by dieselfde werkgever voltooi het en wat van sy werk afwesig is deur siekte of 'n ongeluk, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Werksmense Skadeloosstelling Wet, 1941, betaalbaar is, en wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet siekteverlof toegestaan word van hoogstens ses werkdae altesaam gedurende enige afsonderlike jaar diens en moet ten opsigte van elke dag daarvan 'n bedrag van minstens een-sesde van die weekloon ontvang wat die werknemer ontvang het onmiddellik voor die datum van sodanige verlof; met dien verstande dat 'n werkgever van sy werknemer kan vereis om 'n doktersertifikaat te toon, ten opsigte van enige afwesigheid van langer as twee dae ter staving van sodanige siekte of ongeval.

G. VERBOD OP STUK- OF TAAKWERK.

Geen werkgever mag van sy werknemer vereis of toelaat dat hy stuk- of taakwerk verrig nie.

H. UNIFORMS.

'n Werkgever wat vereis dat sy werknemer 'n uniform dra, moet dit kosteloos verskaf en laat was en stryk of skoonmaak en dit bly die eiendom van die werkgever.

I. DIENSSERTIFIKATE.

'n Werkgever moet by beëindiging van die dienskontrak van enige van sy werknemers, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat verstrek waarop die naam van die werkgever en van die werknemer voluit, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan en die loon op datum van die beëindiging aangegee word.

J. LOGBOEK.

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

Daaglikse log.

Naam van werkgever _____
 Naam van bestuurder _____
 Soort voertuig en gemagtigde betalende vrag _____
 Getal sleepwaens aan voertuig _____
 Begintyd van werk _____
 Ophoutyd van werk _____
 Getal gewone ure gewerk _____
 Etensure van _____ vm./nm. tot _____ vm./nm.
 Onklaarrakings, ongelukke en/of ander gevalle van oponthoud _____

Datum _____ 19 _____ Handtekening van bestuurder.

(2) Elke werknemer moet as hy van die logboek genoem in subklousule (1) voorsien is, tensy hy deur siekte of ander onvermydelike oorsaak verhinder word, die daaglikse register in tweevoud hou so na as moontlik aan die vorm voorgeskryf ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die betrokke dag se werk 'n volledige kopie daarvan aan sy werkgever oorhandig.

(3) Elke werkgever moet die volledige kopie van die daaglikse log vir 'n tydperk van drie jaar na die datum van voltooiing bewaar.

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

(9) *Savings.*—The provisions of sub-clause (4) shall not apply during the performance of essential services; provided that an employee so engaged shall be paid, in respect of each part thereof of overtime in excess of the limitation referred to in sub-clause (4) not less than the following rates:—

- (a) If a weekly employee double the weekly remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by fifty;
- (b) if a casual employee, double the remuneration prescribed for an employee of his class in clause B (1) (c) and (d) divided by nine.

E. REST PERIODS.

(1) No employer shall require or permit his employee other than an employee referred to in clause D (9) to work—

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

F. SICK LEAVE.

(1) An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident, other than an accident compensatable under the Workmen's Compensation Act, 1941, not caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding six working days in the aggregate in any one year of employment and shall be paid in respect of each day an amount not less than one-sixth of the weekly remuneration which the employee was receiving immediately prior to the date of such leave; provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.

G. PROHIBITION OF PIECE-WORK OR TASK-WORK.

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

H. UNIFORMS.

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

I. CERTIFICATE OF SERVICE.

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

J. LOG BOOK.

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

Daily Log.

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

Date _____ 19 _____ Signature of Driver.

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

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

K. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis gee om die dienskontrak te beëindig of moet in plaas daarvan 'n bedrag gelyk aan die weekloon wat die werknemer ontvang het gedurende die week onmiddellik voor die beëindiging van die dienskontrak, betaal of verbeur; met dien verstande dat dit nie onderstaande raak nie:—

(a) Die reg van 'n werkgewer of werknemer om die dienskontrak te beëindig sonder kennisgewing om enige rede by wet as voldoende erken;

(b) enige ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as een week bepaal;

verder met dien verstande dat as 'n ooreenkoms ingevolge paragraaf (b) aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding tot die tydperk van kennisgewing waartoe ooreengekom is, moet wees.

(2) Jaarlikse verlof of siekteverlof en kennisgewing mag nie saamval nie.

Hierdie Ooreenkoms namens die partye onderteken op hede die 2de dag van Oktober 1956.

EDWARD TAYLOR,
Voorsitter.

J. J. HUMAN,
Ondervoorsitter.

M. PETERS,
Sekretaris.

Nywerheidsraad vir die Meubelnywerheid, Transvaal.

No. 240.]

[15 Februarie 1957.]

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

MEUBELNYWERHEID, TRANSVAAL.

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 bepalinge van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing No. 239 van 15 Februarie 1957, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

K. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

(b) any 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;

provided further that if an agreement has been entered into in terms of paragraph (b) the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon.

(2) Neither annual leave or sick leave and notice shall run concurrently.

This Agreement, signed on behalf of the parties on the 2nd day of October, 1956.

EDWARD TAYLOR,
Chairman.

J. J. HUMAN,
Vice-Chairman.

M. PETERS,
Secretary.

Industrial Council for the Furniture Industry, Transvaal.

No. 240.]

[15 February 1957.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

FURNITURE INDUSTRY, TRANSVAAL.

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. 239 of 15 February, 1957, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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