



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

Vol. CXCIX.] PRYS 6d. PRETORIA, 8 JANUARIE 1960. PRICE 6d. No. 6346.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 35.] [8. Januarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

MEUBELVERVAARDIGINGSNYWERHEID, OOSTELIKE KAAPPROVINSIE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Meubelvervaardigingsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasies en vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 23, 26 tot en met 30 en 32 tot en met 38 van Deel I en al die bepalings vervat in Deel II en Deel III van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Nqeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala); en

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 35.] [8 January 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for a period ending two years from the said second Monday upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those Unions;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 23 (inclusive), 26 to 30 (inclusive), and 32 to 38 (inclusive) of Part I and all the provisions contained in Part II and Part III of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for a 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 engaged or employed in the said Industry in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Nqeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agf-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 9 (4) (b), 9 (4) (d) tot en met 18, 20, 21, 23, 27 tot en met 30, 31 tot en met 38 van Deel I, al die bepalings vervat in Deel II en die bepalings vervat in klousules 1 tot en met 3 (6) (a), 3 (6) (c) tot en met 12 van Deel III van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die landrostdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala), *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE.

OOREENKOMS

Ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangegaan tussen die

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association;

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

East London, Border and District Furniture Workers' Union;

Port Elizabeth and Districts Furniture Workers' Union;

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

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

DEEL I.

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur jede van die werkgewersorganisasies en vakverenigings in die Meubelnywerheid in die Landrostdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala), and from the second Monday after the date of publication of this notice and for a period ending two years from the said second Monday the provisions contained in clauses 3 to 9 (4) (b) (inclusive), 9 (4) (d) to 18 (inclusive), 20, 21, 23, 26 to 30 (inclusive), 32 to 38 (inclusive) of Part I, all the provisions contained in Part II, and the provisions contained in clauses 1 to 3 (6) (a) (inclusive), and 3 (6) (c) to 12 (inclusive) of Part III 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.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

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

AGREEMENT

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

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association;

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

East London, Border and District Furniture Workers' Union;

Port Elizabeth and Districts Furniture Workers' Union;

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

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

PART I.

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREAS COVERED BY THE AGREEMENT UNLESS THE CONTRARY IS STATED.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of the employers' organisations and trade unions engaged in the Furniture Industry within the magisterial districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens subartikel (1) van artikel *agti-en-veertig* 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 uitdrukking in hierdie Ooreenkoms gebesig en wat in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf is, het dieselfde betekenis as in daardie Wet; enige verwysing na 'n wet omvat enige wysiging van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens, en omgekeerd.

(a) Tensy dit strydig is met die samehang, is die volgende woordomskrywings van toepassing op Deel I tot en met Deel II van hierdie Ooreenkoms, en beteken:—

- „Wet”, die Wet op Nywerheidsversoening, 1956, soos gewysig;
- „vakleerling”, 'n werknemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat geregistreer is kragtens die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of wat beskou word dat dit daarkragtens geregistreer is;
- „gebied A”, die landdrostdistrikte Oos-Londen, King William's Town, Queenstown, Uitenhage en Port Elizabeth;
- „gebied B”, die landdrostdistrikte genoem in klousule (1), uitgesonderd die landdrostdistrikte Oos-Londen, King William's Town, Queenstown, Uitenhage en Port Elizabeth;
- „bonus”, (1) enige betaling benewens die voorgeskrewe loon of die loon waarop daar ooreengekom is en wat voortspruit uit diens onder 'n bonusaansporingskema wat as sodanig in die loonregister bepaal is; (2) enige ander spesiale of geleentheidsbetaling deur die werkgewer aan die werknemer wat meer is as die voorgeskrewe loon of die loon waarop daar ooreengekom is en wat as sodanig deur hom in die loonregister bepaal is en wat die werkgewer na eie goedvinde kan terugtrek, maar sluit nie die spesiale bonus betaalbaar ooreenkomstig klousule 38 in nie;
- „Raad”, die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie, geregistreer ooreenkomstig artikel *negentien* van die Wet;
- „diens”, die totale lengte van al die tydperke van 'n werknemer se diens in die Meubelnywerheid;
- „inrigting”, enige plek waar die Meubelnywerheid beoefen word en omvat enige plek waar 'n persoon in diens is in almal of enigeen van die klasse werk gespesifiseer in Deel II van hierdie Ooreenkoms;
- „Meubelnywerheid”, of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk; die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels ongeag die materiaal gebruik, en omvat onder andere die volgende werksaamhede:—
Heelmaak, stoffeer, herstoffeer, beits, spuitverf of poleer en/of herpoleer, maak van los oortreksels en/of stoelkussings 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 klajere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en omvat die vervaardiging of prosesse vir die vervaardiging van beddegoed wat omskryf en vertolk moet word asof dit alle soorte matrasse, veermatrasse, oortreksels, kussings, peule en stoelkussings insluit 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 verband met die finale voorbereiding van enige artikels vir verkoop, gedeeltelik of heeltemal 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 met inbegrip van die vervaardiging van metaalkatels;
- „uurskaal”, die weeklikse loonskaal van die betrokke werknemer soos voorgeskryf in hierdie Ooreenkoms gedeel 44;
- „plaaslike komitee”, 'n plaaslike komitee wat ooreenkomstig die konstitusie van die Raad in 'n besonder gebied ingestel is;
- „militêre opleiding” die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

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, 1956, as amended shall have the same meaning as that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females and vice versa.

(a) Unless inconsistent with the context, the following definitions shall apply to Parts I and II inclusive, of this Agreement:—

- “Act” means the Industrial Conciliation Act, 1956, as amended;
- “apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to be registered under the provisions of the Apprenticeship Act, 1944, as amended;
- “Area A” means the magisterial districts of East London, King William's Town, Queenstown, Uitenhage and Port Elizabeth;
- “Area B” means the magisterial districts referred to in Clause (1), excluding the magisterial districts of East London, King William's Town, Queenstown, Uitenhage and Port Elizabeth;
- “bonus” means (1) any payment in addition to the prescribed or agreed wage of an employee, arising from employment under a bonus incentive scheme which is stipulated as such in the wage register; (2) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register, and which the employer can withdraw at will, but shall not include the special bonus payable in terms of Clause 38;
- “Council” means the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province, registered in terms of section 19 of the Act;
- “employment” means the total length of all periods of an employee's service in the Furniture Industry;
- “establishment” means any place where the Furniture Industry is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement;
- “Furniture Industry” or “Industry” means—without in any way limiting the ordinary meaning of the expression—the manufacture either in whole or part of all types of furniture irrespective 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 the making and/or repairing of box spring mattresses and/or frames for upholstery, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-rooms, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts or materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

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

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

“military training” means continuous training which an employee is required to undergo in terms of section *twenty-one* (1), read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act or any other training or service for which he volunteers or which he elects to undergo;

„stukwerk”, ’n stelsel waarvolgens betaling gebaseer word op die hoeveelheid of omvang van gedane werk;
 „besoldiging”, ’n betaling in geld gedoen of verskuldig aan enige persoon en wat uit enige manier van dien voort-spruit;
 „werkende eienaar” of „werkende vennoot”, iemand wat persoonlik in diens is om die werk gespesifiseer in Deel II van hierdie Ooreenkoms in sy eie inrigting te verrig;
 „korttyd”, ’n vermindering van die getal gewone werkure toe te skryf aan ’n slapie in die bedryf, ’n tekort aan grondstowwe of ’n algemene onklaarmaking van installasie of masjinerie wat veroorsaak is deur ’n ongeluk of ander onvoorsiene noodgeval.

(b) Tensy strydig met die samehang, is die volgende woord-omskrywings op Deel II van hierdie Ooreenkoms van toepassing:—

„Leerling”, ’n werknemer, uitgesonderd ’n vakleerling, arbeider, leerling-verpakker, of proefleerling, wat ten tyde van sy indiensneming ’n minderjarige is of was wat in diens is om enige klas werk te leer wat in sy leerlingstifikaat gespesifiseer is;
 „leerling-verpakker”, ’n verpakker met minder as twee jaar ondervinding in die Meubelnywerheid en wat onder toesig van ’n verpakker-werk;
 „masjienonderhoudwerktuigkundige”, ’n werknemer wat uitsluitlik in diens is om enige of almal van die volgende werksaamhede te verrig:—

Foute in masjinerie opspoor, masjinerie nasien of heel-maak wat in of in verband met ’n inrigting gebruik word, of toesig hou oor almal of enigeen van hierdie werksaamhede;

„proefleerling”, ’n werknemer onder 21 jaar oud in diens in ’n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, soos gewysig, maar omvat nie ’n vakleerling of ’n arbeider nie;

„jeugdige”, ’n werknemer jonger as 21 jaar, uitgesonderd vakleerlinge en arbeiders;

(c) Ten einde werknemers vir die toepassing van hierdie Ooreenkoms te klassifiseer, word daar geag dat ’n werknemer in die klas is waarin hy uitsluitlik of hoofsaaklik in diens is.

4. STUKWERK.

Geen werkgever moet van enige persoon vereis of hom toelaat om stukwerk of enige ander stelsel waardeur verdienste gebaseer word op die hoeveelheid gedane werk, te doen nie, uitgesonderd soos bepaal in klousule 5.

5. AANSPORINGSBONUS.

(1) Behoudens die voorwaardes dat geen werkgever minder besoldiging mag betaal en dat geen werknemer minder mag aanneem as die tariewe voorgeskryf in Deel II van hierdie Ooreenkoms nie, kan ’n werkgever ’n werknemer se besoldiging baseer op die hoeveelheid of opbrengs van gedane werk; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, uitgesonderd in die vorm van ’n aansporingskema waarvan die bepaling vasgestel is soos uiteengesit in subklousules (2), (3) en (4).

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

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

(4) Enige werknemer in diens op ’n aansporingsbonusskema vir enige tydperk moet die volle bedrag betaal word wat deur hom kragtens aansporingsbonusskema verdien is waaroor daar kragtens hierdie klousule ooreengekom is; met dien verstande dat, ongeag die hoeveelheid aansporingsbonuswerk verrig, sodanige werknemer, indien sy produktiwiteit die standaard bereik het wat vir die besondere werksaamheid deur die komitee neergelê is, ten opsigte van sodanige tydperk nie minder betaal moet word nie as die besoldiging wat aan hom betaalbaar sou gewees het indien hy gedurende sodanige tydperk as ’n tydwerker in diens was, plus 15 persent.

6. BUITEWERK.

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

„piece-work” means any system according to which payment is based on quantity or output of work done;

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

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

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

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

„Learner” means an employee, other than an apprentice, labourer, learner-packer, or probationer, who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate;

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

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

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

„probationer” means an employee under twenty-one years of age employed in a trade designated under the Apprenticeship Act, 1944, as amended, but does not include an apprentice or a labourer;

„juvenile” means an employee under the age of 21 years, excluding an apprentice and a labourer.

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

4. PIECE-WORK.

No employer shall require or allow any person to work piece-work or any other system by which earnings are based on quantity of work done, except as provided in Clause 5.

5. INCENTIVE BONUS.

(1) Subject to the conditions that no employer shall pay and no employee shall accept remuneration at rates less than the rates prescribed in Part II of this Agreement, an employer may base an employee’s remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (2), (3) and (4).

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

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

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

6. OUTWORK.

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Industry to 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) Geen werknemer in die Meubelnywerheid in diens, mag terwyl hy in diens van 'n werkgever in sodanige Nywerheid is, vir verkoop vir eie rekening of op rekening van enige ander persoon of firma, hetsy vir vergoeding of besoldiging of nie, bestellings in verband met die vervaardiging van meubels werf of neem, of werk in verband met die Meubelnywerheid onderneem nie.

(3) Geen werkgever en of werknemer mag enige werk in verband met die Meubelnywerheid op enige ander perseel onderneem nie as dié wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of in werkkamers wat by die Raad of die plaaslike komitee geregistreer en uitsluitlik vir werk in die Meubelnywerheid gebruik word, uitgesonderd die buitewerk waarvoor daar in subklousule (1) van hierdie klousule voorsiening gemaak word.

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

7. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen werkgever van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as handelsreisiger, opsigter of wag, of by 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 te werk nie, etenstye uitgesluit; met dien verstande dat in enige fabriek waarin—

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

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

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

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

(i) Tussen sesuur n.m. en sesuur v.m.; of

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

(2) Ondanks die bepalings van paragrafe (a) en (b) van subklousule (1) van hierdie klousule en uitgesonderd soos bepaal in klousule 10, Deel I van hierdie Ooreenkoms, kan 'n werkgever van 'n werknemer vereis of toelaat dat hy oortyd werk vir 'n totale tydperk wat in enige afsonderlike week die onderstaande nie te bowe gaan nie:—

(a) Tien uur; of

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

met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of mag 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 langer as een uur op enige dag, tensy hy—

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

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

(iii) aan die werknemer betyds 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

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

(a) gedurende enige hele pouse in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele van sodanige pouse te verlaat nie; of

(b) gedurende enige ander tydperk wat hy binne die perseel van sy werkgever is;

(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 or firm for reward whether for remuneration or not, whilst in the employ of an employer in such Industry.

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

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

7. HOURS OF WORK.

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

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

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

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

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

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

(d) who is a female to work—

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

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

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) of this clause and save as is provided in clause 10, Part 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 by notice in writing to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

provided that no employer shall require or permit a female employee to work overtime—

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

(b) on more than three consecutive days;

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

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

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

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

(iii) paid such employee an allowance of 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) during any other period during which he is on the premises of his employer;

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

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

8. KORTTYD.

(1) As daar gevind word dat dit as gevolg van slapte in die bedryf in enige fabriek onmoontlik is om voltyds te werk, moet daar korttyd gewerk word deur die beskikbare werk regverdig te verdeel tussen die betrokke werknemers in enige afdeling en indien dit nodig gevind word om enige werknemers af te dank vir wie lone in klousule 1 van Deel II van hierdie Ooreenkoms voorgeskryf is, moet die werknemers wat eerste afgedank word, diegene wees wat die laagste lone ontvang; met dien verstande dat geen werknemer as gevolg van slapte in die bedryf afgedank moet word nie totdat die werkure op korttyd tot onder 35 per week daal oor 'n aaneenlopende tydperk van vier weke.

Vir die toepassing van hierdie klousule word die volgende „afdelings” erken: Polering met die hand of masjien, masjienbewerking van meubels, meubelvervaardiging, stoffering, fineerwerk, die maak van raamwerke en beddegoedvervaardiging.

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

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

9. BETALING VAN LONE EN OORTYD.

(1) Lone, oortyd en die spesiale bonus betaalbaar ooreenkomstig klousule 38 moet weekliks tussen 4.30 nm. en 5.45 nm. op die betaaldag of by diensbeëindiging, indien dit voor die gewone betaaldag val, in kontant betaal word. Die betaaldag van alle inrigtings moet Vrydag in elke week wees, uitgesonderd as Vrydag 'n dag is waarop daar nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

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

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

(4) Van die bedrag 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 skriftelike toestemming van die werknemer, bedrae vir siekteversekering, pensioen- of ander soortgelyke fondse;
- met die skriftelike toestemming van die werknemer, bedrae vir bydraes tot die fondse van die vakverenigings;
- bydraes ingevolge klousule 17 van Deel I van hierdie Ooreenkoms;
- enige bedrag wat deur 'n werkgever volgens voorskrif van enige wet, ordonnansie of regsdeding ten behoeve van 'n werknemer betaal moet word;
- enige bedrag wat ooreenkomstig die gemeenreg teen enige uitstaande skuld van 'n werknemer aan 'n werkgever verreken kan word;
- behoudens die bepalings van klousule 8, 'n aftrekking in verhouding tot die hoeveelheid korttyd gewerk.

10. OORTYD.

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

- Vir enige tyd gewerk na die gewone ophoutyd en tot 10 nm. op enige dag vanaf Maandag tot Vrydag of tot 6 nm. op Saterdag teen 1½ maal die uurskaal van die betrokke werknemer;
- vir enige tyd gewerk tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag of na 6 nm. op Saterdag of enige tyd op Sondag teen twee maal die uurskaal van die betrokke werknemer; met dien verstande dat vir werk op Sondag verrig, die werknemer minstens twee maal 'n volle dag se besoldiging betaal moet word.

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

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

8. SHORT-TIME.

(1) If owing to slackness of trade in any factory, it is found impossible to work full time, short-time shall be worked by distributing the work available fairly amongst the employees affected in any section and should it be found necessary to dismiss any employees for whom wages are prescribed in clause 1 of Part II of this Agreement, the employees to be dismissed first shall be those earning the lowest wages; provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short-time fall below 35 per week over a continuous period of four weeks.

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

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

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

9. PAYMENT OF WAGES AND OVERTIME.

(1) Wages, overtime and the special bonus payable in terms of Clause 38 shall be paid in cash weekly between 4.30 p.m. and 5.45 p.m. on the pay day or on termination of employment if this takes place before the ordinary pay day. The pay day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay day shall be the last working day preceding Friday.

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

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

(4) No charge for damage done to material or deduction of any description, other than the following, shall be made from the remuneration due to 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, pension or other similar funds.
- With the written consent of an employee deductions for contributions to the funds of the trade unions.
- Contributions in terms of clause 17 of Part I of the Agreement.
- Any amount paid by an employer compelled by any statutory law, ordinance or legal process to make payment on behalf of employee.
- Any amount which may be set off in accordance with common law against any debt owing to an employer by an employee.
- Subject to the provisions of clause 8 a deduction proportionate to the amount of short-time worked.

10. OVERTIME.

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

- 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 employees shall be paid at least twice a full day's remuneration.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, mag geen oortyd op 'n Saterdag deur 'n inrigting wat 'n vyfdagweek werk, gewerk word nie, tensy die betrokke werkgewer eers vooraf die skriftelike toestemming van die Raad gekry het. Van alle oortyd wat op enige dag vanaf Maandag tot Vrydag gewerk word, moet die Plaaslike Komitee binne sewe dae na die dag waarop die oortyd gewerk is, skriftelik deur die betrokke werkgewer in kennis gestel word.

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

'n Werknemer vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word en wat op die aanvangsdatum daarvan 'n hoër lone ontvang as die tarief vir sodanige klas voorgeskryf, moet, solank hy in diens by dieselfde werkgewer bly en dieselfde klas werk verrig, 'n lone wat minstens gelyk is aan die lone wat hy op die datum ontvang, betaal word op voorwaarde dat die Raad 'n vermindering van sodanige hoër lone kan magtig tot die peil wat in hierdie Ooreenkoms vir sodanige werknemer bepaal is.

12. LEWENSKOSTETOELAE.

Benewens enige besoldiging betaalbaar aan werknemers ingevolge hierdie Ooreenkoms, met uitsondering van leerlinge gespesifiseer in klousule 2 van Deel II en werknemers gespesifiseer in Deel III wat die lewenskostetoelae betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, betaal moet word, moet elke werkgewer aan sy werknemer 'n lewenskostetoelae van 81 persent van die voorgeskrewe uurloon betaal. Indien die lewenskostetoelae betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, te eniger tyd 81 persent van die voorgeskrewe uurloon van 'n werknemer oorskry, moet sodanige werknemer onmiddellik die hoër toelae betaal word.

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

Vir die toepassing van hierdie klousule beteken „voorgeskrewe uurloon” „voorgeskrewe weekloon” gedeel deur 44 en „besoldiging” sluit nie die spesiale bonus in klousule 38 genoem, in nie.

13. VAKANSIEDAE.

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

- (i) Goë Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging. Elke werknemer moet ten opsigte van elkeen van hierdie vakansiedae die besoldiging betaal word wat hy sou ontvang het as hy op die dag gewerk het, met dien verstande dat indien enigeen van die vakansiedae op 'n Saterdag val, sodanige werknemer, benewens sy gewone besoldiging 'n bedrag betaal word wat gelyk is aan 8½ maal sy uurskaal, afgesien daarvan of die inrigting waar hy in diens is, 'n vyf- of sesdag-week werk.
- (ii) Vir enige tyd op Goë Vrydag, Paasmaandag, Kersdag, en Nuwejaarsdag gewerk, moet elke werkgewer, benewens die besoldiging verskuldig ooreenkomstig paragraaf (i), aan elke betrokke werknemer besoldiging betaal teen dubbel die uurskaal van sodanige werknemer. Vir tyd op Geloftedag gewerk, moet die werkgewer, benewens die besoldiging verskuldig ooreenkomstig paragraaf (i), aan elke betrokke werknemer besoldiging betaal teen die uurskaal van sodanige werknemer.
- (iii) Nie vroeër nie as die 15de nie en nie later nie as die 24ste dag van Desember in elke jaar moet die werkgewer sy inrigting sluit vir 'n tydperk van minstens twee weke wat drie naweke moet insluit.
- (iv) (a) Hierby word daar 'n Fonds gestig wat as die Sentrale Vakansiefonds vir die Meubelnywerheid van die Oostelike Kaapprovinsie bekend staan. Elke werkgewer moet ten opsigte van elke week 'n bedrag gelyk aan 6% (ses persent) van die werklike besoldiging, uitgesonderd bonusbetaling, maar met inbegrip van die spesiale bonus betaalbaar ooreenkomstig klousule 38, wat gedurende daardie week deur elkeen van sy werknemers verdien is, aan sodanige Fonds inbetaal; met dien verstande dat as 'n werknemer op korttyd geplaas word of van die werk af wegbly weens siekte en op versoek van die werkgewer in staat is om 'n dokter-sertifikaat te toon, die werkgewer 6% (ses persent) van die voorgeskrewe lone 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 dertig dae in enige afsonderlike jaar betaal hoef te word nie.

Wanneer sodanige betaling gedoen word, moet die werkgewer 'n staat verstrek in die vorm wat in Aanhangsel A van hierdie Deel van die Ooreenkoms voorgeskryf word.

(2) Notwithstanding the provisions of sub-clause (1) of this clause, no overtime may be worked on a Saturday by an establishment working a five day week, unless the employer concerned has obtained the prior permission of the Council in writing. All overtime worked on any day from Monday to Friday, shall, within seven days of the day on which the overtime was worked, be notified in writing to the Local Committee by the employer concerned.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee for whom wages are prescribed in Part II of this Agreement and who at the date of the commencement thereof is receiving a higher wage than the rate prescribed for such class of work shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, subject to the conditions that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

12. COST OF LIVING ALLOWANCE.

In addition to any remuneration payable to employees in terms of this Agreement, with the exception of learners specified in Clause 2 of Part II and employees specified in Part III who shall be paid the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, every employer shall pay to his employees a cost of living allowance of 81 per cent, of the prescribed hourly wage. In the event of the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, at any time exceeding 81 per cent, of the prescribed hourly wage of an employee, such an employee shall immediately be paid the higher allowance.

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

For the purpose of this clause "prescribed hourly wage" means "prescribed weekly wage" divided by 44 and "remuneration" shall not include the special bonus mentioned in Clause 38.

13. HOLIDAYS.

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

- (i) Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day shall be holidays on full pay. Each employee shall be paid in respect of each of these holidays the remuneration he would have received had he worked on that day, provided that in the event of any such holiday falling on a Saturday, each employee shall in addition to his ordinary remuneration be paid an amount equal of 8½ times his hourly rate, irrespective of whether the establishment in which he is employed observes a five or a six day week.
- (ii) For any time worked on Good Friday, Easter Monday, Christmas Day and New Year's Day, each employee shall in addition to the remuneration due in terms of paragraph (i) pay to each employee concerned remuneration at double the hourly rates of such an employee. For time worked on the Day of the Covenant, the employer shall in addition to the remuneration due in terms of paragraph (i) pay to each employee concerned remuneration at the hourly rate of such an employee.
- (iii) Not earlier than the 15th and not later than the 24th day of December in each year, the employer shall close his establishment for a period of not less than two weeks which shall include three weekends.
- (iv) (a) A Holiday Central Fund is hereby established. Every employer shall pay in respect of each week into such Fund a sum equal to 6% (six per cent) of the actual remuneration excluding bonus payments earned by each of his employees during that week, but including the special bonus payable in terms of Clause 38, provided that if any employee is on short-time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay 6% (six per cent) of the remuneration that the employee would have earned had he remained in full-time employment; provided that the contribution of 6% (six per cent) in respect of illness need not be paid for any period in excess of thirty days in any one year.

When making such payment the employer shall furnish a statement in the form prescribed in Appendix A to this Part of the Agreement.

- (b) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet voor of op die 10de dag van elke maand wat op dié volgt ten opsigte waarvan hulle verskuldig is, aan die Sekretaris van die Raad betaal word.
- (c) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet deur die werkgewer betaal word, benewens enige lone of oortydbetaling betaalbaar aan 'n werknemer ingevolge hierdie Ooreenkoms, en moet nie van die loon 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) 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 ten einde 'n vakansiebonus aan die werknemers uit te betaal op dié volgende grondslag en oor die volgende tydperke:—
- Tussen 8 en 23 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ten opsigte van hom ooreenkomstig paragraaf (a) hiervan in die Sentrale Fonds inbetaal is gedurende die jaar geëindig op die eerste betaaldag wat in November voorkom.
- (f) Die Raad kan van die geld wat aan die Sentrale Fonds behoort van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of geregistreerde bouvereniging belê, en rente wat deur sulke beleggings gekweek word, moet die Algemene Fonds van die Raad toekom ter vergoeding van die Raad se bestuur van die Fonds.
- (g) Geld wat aan werknemers verskuldig is wat nie opgespoor kan word nie en wat vir 'n tydperk van twee jaar vanaf die datum waarop dit betaalbaar is, nie opgeëis word nie, kom die fondse van die Raad toe.
- (h) Indien die boedel van 'n werkgewer gesekwestreer, of 'n Maatskappy wat 'n werkgewer is, in likwidasie gaan en enige geld wat ooreenkomstig paragraaf (a) hiervan ten opsigte van enige tydperk diens van 'n werknemer, maar nie meer as twaalf maande nie, deur 'n werkgewer aan die Raad verskuldig is, nie betaal is nie, moet daar geag word dat die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasie geregtig is op 1½ dag verlof vir elke maand van sodanige tydperk wat nie langer as twaalf maande is nie.
- (i) Indien hierdie Ooreenkoms deur verloop van tyd of enige ander oorsaak verstryk, moet die Fonds deur die Raad bestuur word totdat dit of gelikwider is, of deur die Raad oorgedra is aan 'n ander Fonds wat gestig is vir dieselfde doel waarvoor die oorspronklike Fonds gestig is.
- (j) Ingeval die Raad ontbind word of ingeval dit ooreenkomstig subartikel (2) van artikel vier-en-dertig van die Wet ophou om te fungeer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad voortgaan om die Fonds te bestuur en daar moet geag word dat die lede van sodanige Raad op die datum waarop die Raad ophou om te fungeer of waarop die Raad ontbind word, vir sodanige doel lede daarvan is, met dien verstande egter dat enige vakatures wat op sodanige Raad kan voorkom, deur die Minister gevul kan word uit werkgewers en werknemers in die Meubelnywerheid van die Oostelike Kaapprovinsie, ten einde gelyke verteenwoordiging van werkgewers en werknemers en hulle plaasvervangers as lede van die Raad te verseker. Ingeval die Raad nie in staat is nie of onwillig is op sy pligte na te kom, of 'n dooiepunt daarop ontstaan, wat die beheer van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel wat al die magte van sodanige Raad vir die doel sal hê, om die pligte van die Raad uit te voer. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwider word op die wyse wat in paragraaf (c) van hierdie klousule uiteengesit word, en indien die sake van die Raad by sodanige verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die res van die Fonds verdeel word soos in vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Algemene Fondse van die Raad.
- (k) Wanneer die Fonds kragtens paragraaf (a) hiervan, gelikwider word, moet die gelde wat op die kredietbalans van die Fonds staan nadat alle eise, met inbegrip van beheer- en likwidasielaste, betaal is, in die Algemene Fonds van die Raad inbetaal word.

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 vernietiging deur brand verseker. In hierdie verband is elke skrynwerker verplig om op versoek 'n inventaris van die gereedskap in sy besit voor te lê en om verder dié inligting wat van tyd tot tyd deur die versekeraars ten opsigte van genoemde gereedskap vereis word, te verstrek.

- (b) Amounts payable in terms of paragraph (a) hereof shall be paid not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council.
- (c) Amounts payable in terms of paragraph (a) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.
- (d) The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (a) hereof to the Central Fund and the amount paid to the Central Fund in respect of him.
- (e) The Central Fund shall be utilised for the purpose of distribution to employees of a holiday bonus on the following basis and operating over the following periods:—
- Between the 8th and 23rd December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Fund in terms of paragraph (a) 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 fund of the Council in consideration of the Council's administration of the Fund.
- (g) Moneys due to employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the moneys became payable shall accrue to the funds of the Council.
- (h) Should the estate of an employer be sequestrated, or a Company which is an employer be placed in liquidation, and any moneys due by such employer to the Council in terms of paragraph (a) hereof in respect of any period of employment of any employee, not exceeding twelve months, not having been paid, the employee in respect of whom the money is due shall be deemed to be entitled on such sequestration or liquidation, to 1½ days leave for each month of such period not exceeding twelve months.
- (i) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council, until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original Fund was established.
- (j) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of sub-section (2) of section thirty-four of the Act, during any period in which this Agreement is binding, the Council shall continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancies occurring on such Council may be filled by the Minister from employers and employees in the Furniture Manufacturing Industry Eastern Cape Province, to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of such Council for that purpose. Upon expiration of this Agreement the Fund shall be liquidated in the manner set forth in paragraph (c) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.
- (k) Upon liquidation of the Fund in terms of paragraph (a) hereof, the moneys remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

14. PROVISIONS OF TOOLS.

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

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

15. VRYSTELLING.

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

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

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

16. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van enige vorige Ooreenkomste vir die Nywerheid, behou die Raad beheer oor alle of enige leerling-skapstifikate, uitgereik ingevolge sodanige vorige Ooreenkomste, totdat die sertifikate met verloop van tyd verval of andersins deur die Raad ingetrek of herroep is.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te dek, moet elke werkgewer weekliks 1s. van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge, leerlinge en kantoorwerknemers) vir wie 'n loon van £3. 8s. of meer per week voorgeskryf is, aftrek, en 5d. 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 afrekening gedoen moet word waar die totale weeklikse verdienste hoogstens 20s. is nie.

Die werkgewer moet by die som van die bedrae aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die tiende dag van die volgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth stuur, tesame met enige staat wat die Raad van tyd tot tyd kan vasstel.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

- (a) Naam voluit (ingeval die besigheid 'n maatskappy of vennootskap is, moet die naam van die verantwoordelike bestuurder en/of vennote voluit verstrek word);
- (b) adres waar die besigheid gedryf word en die woonadresse van die persone genoem in subklousule (1) (a) van hierdie klousule;
- (c) ambag of ambagte wat hy in die Nywerheid beoefen;
- (d) name van sy werknemers en werk wat hulle doen.

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

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

19. WERKENDE EIENAARS EN VENNOTE.

Alle werkende eienaars en/of vennote moet die erkende werke voorgeskrif in hierdie Ooreenkoms, nakom, ongcag of daar enige persone in die betrokke inrigting in diens is.

20. VERTONING VAN OOREENKOMS.

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

15. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

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

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

(4) The secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (d) furnish the nearest Divisional Inspector of Labour with a copy of every licence issued.

16. EXISTING CERTIFICATES.

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

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 1s. per week from the wages of each of his employees (other than learners, apprentices and office employees) for whom a wage of £3. 8s. 0d. or more is prescribed and 5d. per week from the wages of each of his employees (other than learners and apprentices) for whom a wage of less than £3. 8s. 0d. per week is prescribed; provided that no deduction shall be made in cases where the total weekly earnings do not exceed 20s.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the tenth day of the following month the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, together with such statement as the Council may from time to time determine.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date, shall within one month of commencement of operations by him forward to the Secretary of the Council, the following particulars, which shall be in writing and signed by the employer:—

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

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

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

19. WORKING PROPRIETORS AND PARTNERS.

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

20. EXHIBITION OF AGREEMENT.

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

21. BYHOU VAN REGISTERS.

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

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

23. TOEPASSING VAN OOREENKOMS.

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

24. AGENTE.

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

- (a) enige perseel of plek waar die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike aanleiding het om te glo dat enige persoon daarin werksaam is;
 - (b) elke werknemer wat hy in 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;
 - (c) te eis dat enige kennisgewing, boek, lys of geskrif wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word, en om dit te ondersoek en na te gaan en 'n afskrif daarvan te maak;
 - (d) te eis dat alle betaalstate of boeke getoon word waarin verslag gehou word van die werklike lone wat aan werknemers betaal word wie se lone deur hierdie Ooreenkoms vasgestel is.
- (2) Wanneer die agent so 'n plek betree, inspekteer of ondersoek, kan hy 'n toik met hom saamneem.
- (3) Elke persoon vir wie die bepaling van hierdie Ooreenkoms bindend is, moet die agent al die gemelde fasiliteite verleen.

25. INDIENSNEEMING 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 onderskryf het, die feite aan die Minister van Arbeid kan voorleë, en indien die Minister na raadpleging met die Raad aldus besluit, is hierdie subklousule, met ingang van die datum deur die Minister bepaal, nie op daardie persoon van toepassing nie en moet die veronregte persoon en die Raad van hierdie datum in kennis gestel word.

(2) Vir die toepassing van hierdie klousule, beteken lidmaatskap 'n lid kragtens die konstitusie van die vakverenigings of werkgewersorganisasies.

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

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

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

(4) Hierdie klousule is nie op kantoorwerknemers van toepassing nie.

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

26. PLAASLIKE KOMITEE.

Tensy strydig met die samehang, sluit „Raad” in hierdie Ooreenkoms enige Plaaslike Komitee in; met dien verstande dat alle besluite van 'n Plaaslike Komitee onderworpe is aan goedkeuring deur die Raad; met dien verstande voorts dat enige persoon wat deur 'n besluit van 'n Plaaslike Komitee geraak is, die reg het om by die Raad appél aan te teken.

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 in a legible manner in ink.

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

23. ADMINISTRATION OF AGREEMENT.

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

24. AGENTS.

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

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

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

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

25. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

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

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

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

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

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

26. LOCAL COMMITTEE.

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

27. LONE.

Behoudens die bepalinge van klousule 9 van hierdie deel van die Ooreenkoms, mag geen werknemer lone betaal en mag geen werknemer lone aanneem wat laer is as dié in Deel II van hierdie Ooreenkoms voorgeskryf nie.

28. INDIENSNEMING VAN MINDERJARIGES.

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

29. LEERLINGE.

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

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

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk, 'n sertifikaat uitreik waarin die naam van die werknemer, ouderdom, minimum loon aan hom betaalbaar, die naam van die werkgewer en die tydperk waarvoor die toestemming geldig is, vermeld word; met dien verstande dat die Raad, indien hy dit nodig vind of indien die bepalinge van subklousule (7) nie meer van toepassing is nie, nadat een week skriftelik aan die werkgewer en die werknemer kennis gegee is, enige sertifikaat kan terugtrek wat ooreenkomstig hierdie subklousule uitgereik is, of die tydperk waarvoor die toestemming gegee is, verstryk het of nie.

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

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

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

(ii) Leerlingeskappe in die vervaardiging van beddegoed word toegestaan ten opsigte van ondervermelde:—

(a) Draadvlegwerk;

(b) die vervaardiging van matrasse.

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

(a) Glipsteekwerk, stik en/of inmeekaarsit van oortreksels, klappe, stoelkussings, koorde, gordynvalle, peule of gordyne; maar sluit nie die uitsny van oortreksels in nie;

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

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

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

Die leerlingeskappe in die vervaardiging van beddegoed, in naaiers- of naaisterswerk word toegestaan slegs in 'n verhouding van een leerling tot drie volwasse werknemers in die groep werksaamhede wat in klousules 5 (1) en 7 van Deel II van hierdie Ooreenkoms genoem word.

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

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

(iv) Die bepalinge van subklousule (7) (1) is nie van toepassing nie op inrigtings wat vir 'n tydperk van twaalf agtereenvolgende maande nie bestaan het nie.

(8) Die leerlingtydperk vir die klas werk genoem in klousule 1 van Deel II van hierdie Ooreenkoms, is vier jaar. Die leerlingtydperk vir die klas werk genoem in klousules 5 (1) en 7 van Deel II is twee jaar.

30. VOOR- EN NAMIDDAGPOUSE.

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

31. LEDEGELD AAN VAKVERENIGING.

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

27. WAGES.

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

28. EMPLOYMENT OF MINORS.

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

29. LEARNERS.

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

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

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

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

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

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

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

(a) the weaving of spring wire mesh;

(b) the making of mattresses.

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

(a) slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers;

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

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

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

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

(ii) Where the Council is satisfied that proper facilities exist for the training of learners, and the requisite number of adults and/or employees in receipt of the wages specified in clause 1 of Part II of this Agreement is not available, the ratio of learners may be extended.

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

(iv) The provision of sub-clause (7) (i) shall not apply to establishments which have not been in existence for a consecutive period of twelve months.

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

30. FORENOON AND AFTERNOON BREAKS.

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

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

(1) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om of benewens sy eie werk of in plaas daarvan werk te verrig van 'n ander klas waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas, of
- (b) 'n stygende skaal wat op 'n hoër loon eindig as dié van sy eie klas;

in Deel II van hierdie Ooreenkoms voorgeskryf word, moet aan sodanige werknemer ten opsigte van die dag—

- (i) in die geval genoem in paragraaf (a) minstens die daaglikse loon bereken op die hoër weeklikse skaal; en
- (ii) in die geval genoem in paragraaf (b), minstens die daaglikse loon bereken op die hoogste weeklikse skaal vir die hoër klas—

betaal; met dien verstande dat waar die verskil tussen klasse ooreenkomstig Deel II van hierdie Ooreenkoms op ondervinding, geslag of ouderdom gegrond is, die bepalings van hierdie klousule nie van toepassing is nie.

33. VERMINDERING VAN LONE.

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

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

34. DIENSBEEÏNDIGING.

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

(b) Ondanks die bepalings van subklousule (a) van hierdie klousule kan 'n werkgewer en 'n werknemer ooreenkom om voorsiening te maak vir 'n langer tydperk van kennisgewing as een uur; versuim om sodanige reëling na te kom is 'n oortreding van hierdie klousule; met dien verstande dat 'n werkgewer 'n werknemer kan betaal of dat 'n werknemer aan 'n werkgewer 'n uur se loon kan betaal of dit kan verbeur vir en in plaas van die voorgeskrewe tydperk van kennisgewing of in die geval van enige ooreenkoms aangegaan vir 'n langer tydperk van kennisgewing, 'n ooreenstemmende verhoogde loon vir sodanige langer tydperk van kennisgewing.

(c) Die tydperk van kennisgewing moet nie saamval met en kennis moet ook nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ooreenkomstig klousule 13 (iii) van Deel I van hierdie Ooreenkoms of enige tydperk van militêre opleiding wat 'n werknemer verplig is om te ondergaan.

35. VERBOD OP INDIENSNEMING.

Behoudens die bepalings van artikel drie-en-tig van die Wet, soos gewysig, en ondanks enige andersluidende bepalings in hierdie Ooreenkoms, moet daar nie geag word dat enige bepalings in hierdie Ooreenkoms wat die indiensneming van of diensverskaffing aan 'n werknemer in enige klas werk of op enige voorwaardes belet, die werkgewer vrystel van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy verplig sou wees om te doen as sodanige indiensneming of werkverskaffing nie-belet sou gewees het nie en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of werkverskaffing nie verbied was nie.

36. NAGSKOFWERK.

Indien dit vir 'n werkgewer nodig is om gedurende sowel die dag as dié nag in sy inrigting te laat werk, sal enige skof wat na 5 nm. begin as nagskofwerk beskou word. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is en van wie daar vereis word of wat toegelaat word om nagskofwerk te verrig, moet, benewens die voorgeskrewe loonskaal, 'n bykomende 10% (tien persent) van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

Tyd wat na die voltooiing van sy gewone skof in die betrokke inrigting deur 'n werknemer gewerk word, moet as oortyd beskou word en daar moet daarvoor betaal word teen die skale voorgeskryf in klousule 10.

37. UURSKAAL.

Ondanks enige andersluidende bepalings in hierdie Ooreenkoms moet daar vir alle werk wat deur werknemers gedoen word teen 'n uurskaal betaal word. Die uurskaal moet bepaal word deur die voorgeskrewe weeklikse skaal deur 44 te deel.

38. SPESIALE BONUS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet 'n werkgewer elke week aan elkeen van sy werknemers, benewens die ander besoldiging van sodanige werknemer, 'n spesiale bonus betaal bereken teen die skaal van 5% (vyf persent) van die voorgeskrewe basiese loon van sodanige werknemer.

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION.

(1) An employer, who requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class, or
- (b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in Part II of this Agreement shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a) not less than the daily wage calculated on the higher weekly rate; and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class;

provided that where the difference between classes, is in terms of Part II of this Agreement based on experience, sex or age, the provisions of this clause shall not apply.

33. ABATEMENT OF WAGES.

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

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

34. TERMINATION OF EMPLOYMENT.

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

(b) Notwithstanding the provisions of sub-clause (a) of this clause, an employer and employee may agree to provide for a longer period of notice than one hour; failure to comply with such arrangement shall be a contravention of this clause; provided that an employer may pay to an employee or an employee may pay or forfeit to an employer an hour's wages for and in lieu of the prescribed period of notice or in the case of any agreement for a longer notice, a correspondingly increased wage in lieu thereof.

(c) The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 13 (iii) of Part I of this Agreement, or any period of military training an employee is required to undergo.

35. PROHIBITED EMPLOYMENT.

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

36. NIGHT SHIFT WORK.

Should an employer require to operate his establishment both during the day and night, any shift started after 5 p.m. will be regarded as night shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night shift work must in addition to the prescribed wage rate receive an additional ten per cent (10%) of the prescribed rate for all time worked during the night shift.

Time worked by an employee after the completion of his usual shift in the establishment concerned, shall be regarded as overtime and must be paid for at the rates prescribed in clause 10.

37. HOURLY RATE.

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

38. SPECIAL BONUS.

(1) Subject to the provisions of sub-clause (2) of this clause, an employer shall each week pay to each of his employees in addition to the other remuneration of such an employee, a special bonus calculated at the rate of 5% (five per cent) of such employee's prescribed basic wage.

(2) Ten opsigte van enige werknemer vir wie 'n werkgever bydraes doen tot 'n pensioenfonds deur die Raad goedgekeur, moet daar geag word dat die spesiale bonus in sodanige bydrae ingesluit is, met dien verstande dat die bydrae nie minder is nie as 5% (vyf persent) van die voorgeskrewe basiese loon van sodanige werknemer.

(2) In respect of any employee for whom an employer contributes to a pension fund approved of by the Council, the special bonus shall be deemed to be included in such contribution, provided that the contribution is not less than 5% (five per cent) of such employee's prescribed basic wage.

AANHANGSEL A.

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

Naam en adres van werkgever _____

Week eindigende _____

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

APPENDIX A.

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

Name and address of employer _____

Week ending _____

Index Number Allotted by the Council.	Surname of Employee.	Occupation.	Hourly Rate.	No. of Hours Worked during Week.	Christian Name or Names of Employee.	Total remunera- tion Paid.	Amount on which Holiday Bonus is Paid.	Total No. of Hours ill.	Total Hours Compul- sory Short Time.	Total Hours away on Own Accord.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				
					Amount payable to the Central Fund.....	£ : :				
						£ : :				

AANHANGSEL B.

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

Dag.	Begin tyd.	Ophoutyd.	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	vm.	
Namiddagpouse.....	nm. tot	nm.	

AANHANGSEL C.

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

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 leerling 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 adenoiede _____
 (e) Toestand van nekkliere _____
 (f) Toestand van tande _____
 (g) Gehoor _____
 (h) Oë _____
 (i) Aansteeklike siekte _____
 (j) Pedikulose _____
 (k) Liggaamlike ontwikkeling _____

Plek _____

Datum _____ 19 _____

Mediese Amptenaar. _____

DEEL II.

LONE.

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

Minimum loon in gebied A.....	£7. 0s. 0d. per week.
Minimum loon in gebied B.....	£6. 3s. 0d. per week.

2. Leerlinge 'n diens om die werksaamhede te leer gedek deur Klousule I van deel II van hierdie Ooreenkoms:—

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

Per week.

3. (i) Jeugdige manlike werknemers in 'n bedryf of tak van 'n bedryf aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die gemagtigde proeftyd..... Gebied A. Gebied B.
 1 0 0 1 0 0

(ii) Alle ander jeugdiges die minimum loon voorgeskryf vir volwasse werknemers in diens vir dieselfde klas werk.

Per week.

4. Werknemers in diens vir:—

	Gebied A.	Gebied B.
	£ s. d.	£ s. d.
(1) Hout- en metaallatte en dwarsstange in posisie aan rame vir stoffeer plaas.....	5 0 0	4 5 0
(2) Klaargemaakte rottangmatte vassit.....	4 12 6	4 0 4
(3) Eendromskuurder, oopbandskuurder, oopskyfskuurder, tolskuurder, lugge vulde skuurder opgerig en bedien.....	4 12 6	4 0 4
(4) Gate boor.....	4 12 6	4 2 10
(5) Topgate slegs met 'n tapgatboormasjien boor.....	4 12 6	4 1 4
(6) Die skarnieruitholmasjien bedien ten einde uithollings vir slotte en skarniere te sny.....	4 12 6	4 1 4
(7) Stoelkussings met veerbinnewerk en/of veereenhede vul.....	4 10 0	3 18 0
(8) Vashout.....	2 10 0	2 4 6
(9) Houttappenne of penne met die hand en of masjien maak en/of punte aansit.....	2 10 0	2 4 6
(10) Houttappenne met die hand inslaan.....	2 10 0	2 4 6
(11) Met die hand en/of draagbare skuurder skuur ongeag of die artikel wat geskuur word, stilstaand of draai.....	2 10 0	2 4 6
(12) Soliede hout met die hand of meganiese proses buig.....	2 10 0	2 4 6
(13) Sokke vir wieletjies klop.....	2 10 0	2 6 0
(14) Gate of barste in meubels met houtvulsel of soortgelyke stof vul.....	2 10 0	2 4 6
(15) Bedyster, koepels en wieletjies vassit.....	2 10 0	2 6 0
(16) Was aansit.....	2 10 0	2 4 6
(17) Rande verf en/of vul.....	2 10 0	2 4 6
(18) Deure en toebehore afhaal voordat poleerwerk begin.....	2 10 0	2 4 6
(19) Met gips of enige ander vulsel vul.....	2 10 0	2 4 6

APPENDIX B.

[Notice required under Clause 7 (4) of Part I of the Industrial Council Agreement.]

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

APPENDIX C.

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

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

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 as to tonsils and adenoids _____
- (e) Condition of glands of neck _____
- (f) Condition of teeth _____
- (g) Hearing _____
- (h) Sight _____
- (i) Communicable disease _____
- (j) Pediculosis _____
- (k) Physical development _____

Place _____

Date _____ 19 _____

Medical Officer. _____

PART II

WAGES.

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

Minimum wage in area A	£7. 0s. 0d. per week.
Minimum wage in area B	£6. 3s. 0d. per week.

Areas A and B.

2. Learners employed in learning the operations covered by Clause 1 of Part II of this Agreement:—
- | | |
|-----------------------------------|------------------|
| For the first year of employment | £ 10 0 per week. |
| For the second year of employment | 2 10 0 per week. |
| For the third year of employment | 3 5 0 per week. |
| For the fourth year of employment | 4 5 0 per week. |
- Thereafter the wage prescribed in Clause 1.

3. (i) Juvenile male employees engaged in a trade or branch of a trade designated under the apprenticeship Act, 1944, during the authorised probation period. 1 0 0 per week.
- (ii) All other juveniles: The minimum wage prescribed for adult employees employed on the same class of work.

Per Week.

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

	Per week.	
	Gebied A. £ s. d.	Gebied B. £ s. d.
(20) Meubels met sure of enige ander bleikmiddel bleik.....	2 10 0	2 4 6
(21) Gepoleerde oppervlaktes uitmekaarhaal.....	2 10 0	2 4 6
(22) Slegs met die hand beits, vul, olie en/of hernuwe.....	2 10 0	2 4 6
(23) Vlegwerk.....	2 10 0	2 4 6
(24) Laaghout vir stoffeerdooelendes aan los sitplekke vasspyker.....	2 10 0	2 4 6
(25) Metaal bespuit.....	2 10 0	2 4 6
(26) Riempiewerk.....	2 10 0	2 6 6
(27) Spiraalvere en/of kettings en/of veerwerktipe sigsag of nie-sak aanhaak.....	2 10 0	2 6 0
(28) Klapperhaar of ander materiaal met masjien uitpluis.....	2 10 0	2 4 0
(29) Die agtergrond van houtsniewerk stippel en pons.....	2 10 0	2 4 6
(30) T & G-randstroke met die hand vasslaan, uitgesonderd verstekhoekafdelings.....	2 10 0	2 4 6

5. Werknemers in:—

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

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

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

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

3 10 0 3 2 0

8. Leerlinge in diens om die klas werk te leer wat in artikel 7 van hierdie artikel genoem word:—

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

	Per Week.	
	Area A. £ s. d.	Area B. £ s. d.
(20) Bleaching of furniture with acids or any other bleaching agent.....	2 10 0	2 4 6
(21) Stripping of polished surface.....	2 10 0	2 4 6
(22) Staining, oiling, filling and/or reviving by hand only.....	2 10 0	2 4 6
(23) Webbing.....	2 10 0	2 4 6
(24) Tacking of plywood on to loose seats for upholstery purposes.....	2 10 0	2 4 6
(25) Spraying of metal.....	2 10 0	2 4 6
(26) Riemple work.....	2 10 0	2 6 0
(27) Hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing.....	2 10 0	2 6 0
(28) Teasing coir or other materials by machine.....	2 10 0	2 4 6
(29) Stipling and punching the background of carving.....	2 10 0	2 4 6
(30) Knocking on of T & G-edge strips by hand excluding mitred corner sections.....	2 10 0	2 4 6

5. Employees engaged in:—

(1) Bedding making, which means the manufacture by hand or mechanical appliance either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, cotton wadding, hair, fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushion bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations.....	4 10 0	3 18 0
(2) Weaving of spring mesh.....	4 10 0	3 18 0
(3) Stuffing filling into mattress cases whether by hand or machine.....	4 10 0	3 18 0
(4) Side stitching.....	4 10 0	3 18 0
(5) Tufting, whether by hand or machine.....	4 10 0	3 18 0
(6) Operating a border quilting machine.....	4 10 0	3 18 0
(7) Operating a top quilting machine.....	4 10 0	3 18 0
(8) Preparing frames and rollers for the top quilting machine.....	4 10 0	3 18 0
(9) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....	4 10 0	3 18 0
(10) Filling of cushions with spring interiors and/or spring units.....	4 10 0	3 18 0
(11) Laying out filling material upon a spring unit.....	4 10 0	3 18 0
(12) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress.....	4 10 0	3 18 0
(13) Tape edging a spring interior mattress.....	4 10 0	3 18 0
(14) Roll edging by hand or machine.....	4 10 0	3 18 0
(15) Cutting tops, borders and cases.....	3 10 0	3 2 0
(16) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....	3 10 0	3 2 0
(17) Sewing mattress handles to borders.....	3 10 0	3 2 0
(18) Sewing of quilted borders on to mattress units prior to tape edging.....	3 10 0	3 2 0
(19) Closing up, by hand or machine, the mouth of a mattress.....	3 10 0	3 2 0
(20) Joining border lengths.....	3 10 0	3 2 0
(21) Closing pillows, cushions, bolsters.....	3 10 0	3 2 0
(22) Bolting by hand of bed mattress frames studio couch frames and cots.....	2 10 0	2 10 0
(23) Preparing spools for a border quilting machine.....	2 10 0	2 6 0
(24) Cutting quilted borders to length.....	2 10 0	2 6 0
(25) Punching holes in mattress borders.....	2 10 0	2 6 0
(26) Fitting ventilators and handles to mattress borders.....	2 10 0	2 6 0
(27) Feeding the interlacing machine.....	2 10 0	2 6 0
(28) Cutting and making of pads irrespective of materials used.....	2 10 0	2 6 0
(29) Positioning of lathes, cross bars or fixing webbing to mattress or bed frames.....	2 10 0	2 6 0
(30) Staining mattress frames.....	2 10 0	2 4 6
(31) Affixing lugs to mattress frames.....	2 10 0	2 6 0
(32) Positioning and securing a mesh to a mattress frame.....	2 10 0	2 6 0
(33) Hanging loops on needles in compression tufting.....	2 10 0	2 6 0
(34) Loading, wheeling and operating a cloth spreading machine.....	2 10 0	2 6 0
(35) Operating a teasing machine.....	2 10 0	2 6 0
(36) Attending a loop making machine.....	2 10 0	2 6 0
(37) Attaching loops to buttons or tufts.....	2 10 0	2 6 0
(38) Fitting castors and sockets.....	2 10 0	2 6 0
(39) Staining and/or varnishing by hand, frames for bedding.....	2 10 0	2 4 6
(40) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....	2 10 0	2 6 0
(41) Fixing bed irons.....	2 10 0	2 6 0
(42) Attaching spring units to bed frames.....	2 10 0	2 6 0

6. Learners employed in learning the classes of work referred to in section 5:—

For the first six months of employment.....	1 10 0	1 6 0
For the second six months of employment.....	2 0 0	1 15 6
For the third six months of employment.....	2 10 0	2 5 0
For the fourth six months of employment.....	3 0 0	2 15 0
Thereafter the wage prescribed in section 5 (1).		

7. Employees engaged in any operation or process either in whole or in part, performed by hand or mechanical appliance in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers.....

	3 10 0	3 2 0
--	--------	-------

8. Learners employed in learning the class of work referred to in section 7:—

For the first six months of employment.....	1 5 0	1 1 3
For the second six months of employment.....	1 15 0	1 10 9
For the third six months of employment.....	2 5 0	2 0 3
For the fourth six months of employment.....	2 15 0	2 10 0
Thereafter the wages prescribed in section 7.		

Per week.

Gebied A. Gebied B.
£ s. d. £ s. d.

9. Werknemers in:—

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

10. Werknemers in diens:—

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

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

Per maand.

Gebied A (1). Gebied B.

Mans:—

Eerste jaar diens.....	7 0 0	5 14 6
Tweede jaar diens.....	10 0 0	8 14 0
Derde jaar diens.....	13 5 0	11 15 9
Vierde jaar diens.....	16 10 0	14 9 6
Vyfde jaar diens.....	20 3 0	16 15 0
Daarna.....	23 10 0	18 19 0

Vrouens:—

Eerste jaar diens.....	7 0 0	5 11 9
Tweede jaar diens.....	8 13 4	7 1 0
Derde jaar diens.....	9 10 0	8 4 8
Vierde jaar diens.....	11 10 0	10 16 8
Daarna.....	13 10 0	12 7 0

		Per Week.	
		Area A.	Area B.
		£ s. d.	£ s. d.
9. Employees engaged in:—			
(1) Cleaning and sweeping of premises.....			
(2) Cleaning machinery, plans, tools, spray guns and utensils.....			
(3) Oiling and greasing machines and/or vehicles.....			
(4) Lime washing.....			
(5) Loading and/or unloading vehicles.....			
(6) Handling materials.....			
(7) Pushing or pulling a vehicle or handcart.....			
(8) Delivery by manually propelled vehicles.....			
(9) Unpacking, baling and unbaling raw materials.....			
(10) Cleaning and blowing down of equipment.....			
(11) Attending boiler, incinerator and or oven.....			
(12) Loading and unloading kilns.....			
(13) Making tea or other similar beverages.....			
(14) The treatment of timber for preservation.....			
(15) Packing articles into cartons and/or cardboard containers.....			
(16) Packing articles into cartons and thereafter filling and closing such cartons and containers..			
(17) Washing and/or wiping off glue.....			
(18) Stripping second-hand upholstery and bedding.....			
(19) Assisting a furniture machinist in handling materials before and after machining.....	1 17 6	1 11 1	
(20) Cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire hoop iron and all similar materials			
(21) Riveting or making threads on iron bolts and rods.....			
(22) Operating presses of any type.....			
(23) Baling and dipping of upholstery springs.....			
(24) Attending to dust bags and/or cyclones from sanding machines.....			
(25) Glueing sandpaper discs.....			
(26) Wrapping in paper or cardboard.....			
(27) Insertion of rubber units into mattress cases.....			
(28) Cutting of rubber units.....			
(29) Taping of veneers and attending veneer press.....			
(30) Removing, washing and/or cleaning off glue and paper from pressed veneers.....			
(31) Straightening and/or cutting hoop-iron used for webbing.....			
(32) Filling of pillows, cushions and bolsters with substances or materials other than springs interiors and/or spring units.....			
(33) Beating and/or teasing coir by hand.....			
(34) Cleaning metal rods.....			
(35) Weighing pillows, bolsters, quilts and cushions.....			
(36) Teasing coir or any other materials by hand.....			
(37) Stripping bedding.....			
(38) Removing glue from furniture.....			
(39) Bending, punching, rivetting, drilling and/or assembling metal parts.....	1 17 6	1 13 1	
(40) Glue mixing, weighing and preparing.....			
(41) The application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employees referred to in sub-clause 45 hereunder			
(42) Operating the tenon squashing machine.....	1 17 6	1 11 1	
(43) Marking by template pattern and/or jig in preparation for machining.....			
(44) Marking of pattern, template and/or jig.....			
(45) The putting together or assembling of furniture parts which are to be cramped, clamped or pressed provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in Clause 1 of this part who are engaged in cramping, clamping or pressing shall not exceed two to one.....			
(46) Making and jointing sandpaper or discs and belts for open belt sanders.....			
(47) Straining of materials.....	1 17 6	1 13 1	
(48) Taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing.....			
(49) Tapeless jointing by machine.....			
(50) Loading and unloading vacuum bag and press of any kind.....			
(51) Washing of gum or other tapes.....			
(52) Stacking parts after pressing.....	1 17 6	1 11 1	
(53) Assisting upholsterer in holding cover.....	1 17 6	1 13 1	
(54) Rubbing on of glue blocks.....			
10. Employees employed:—			
(1) In welding other than spot welding.....	7 0 0	6 3 0	
(2) In spot welding.....	4 6 3	4 6 3	
(3) In the maintenance of machinery.....	7 0 0	6 3 0	
(4) As despatch clerk, storeman, timekeeper.....	4 0 0	3 11 0	
(5) As caretaker, watchman.....	3 4 6	3 0 0	
(6) As packer.....	3 0 0	2 12 0	
(7) As learner packer.....	2 0 0	1 13 0	
(8) In connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	2 10 0	2 6 0	
(9) As office messenger.....	1 10 0	1 7 6	

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

		Per Month.	
		Area A.	Area B.
		£ s. d.	£ s. d.
Male:—			
First year of employment.....		7 0 0	5 14 6
Second year of employment.....		10 0 0	8 14 0
Third year of employment.....		13 5 0	11 15 9
Fourth year of employment.....		16 10 0	14 9 6
Fifth year of employment.....		20 3 0	16 15 0
Thereafter.....		23 10 0	18 19 0
Female:—			
First year of employment.....		7 0 0	5 11 9
Second year of employment.....		8 13 4	7 1 0
Third year of employment.....		9 10 0	8 4 8
Fourth year of employment.....		11 10 0	10 16 8
Thereafter.....		13 10 0	12 7 0

DEEL III.

BESTUURDERS VAN MOTORVOERTUIG.

Ondanks enige andersluidende bepalings in hierdie Ooreenkoms, is die volgende bepalings van toepassing op bestuurders van motorvoertuie in Gebiede A en B.

1. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking in hierdie Deel gebruik en wat omskryf is in die Wet op Nywerheidsversoening, 1956, dieselfde betekenis as in daardie Wet en tensy strydig met die samehang beteken—

- „los werknemer”, ’n werknemer wat op hoogstens drie dae in enige week by dieselfde werkgever in diens is;
- „dag”, ’n tydperk van vier-en-twintig uur bereken vanaf die tyd waarop die werknemer begin werk;
- „noodwerk”, enige werk wat noodsaak word deur ’n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval of in verband met die nasien of herstel van installasie of masjinerie wat nie gedurende die gewone werkkure voorgeskryf in klousule 4, verrig kan word nie en enige ander werk wat weens onvoorsiene omstandighede soos ’n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word of wat nodig is vir die instandhouding en/of voorsiening van krag, ligte, water, telefone, openbare gesondheid, sanitêre, skoonmaak-, openbare vervoer- of lughawendienste, of vir die uitvoering van bestellings vir die voorsiening van goedere aan, of die verskaffing van dienste in verband met skepe, treine, lugdienste, hospitale, of die weermag van die Unie;
- „inrigting”, enige plek waar die Meubelnywerheid beoefen word en omvat enige plek waar ’n persoon in diens is in almal of enige van die klasse werk gespesifiseer in Deel II van hierdie Ooreenkoms;
- „werkure”, alle tydperke waarin daar bestuur word en enige tyd wat die bestuurder bestee aan ander werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te werk;
- „lisensieverleningsowerheid”, enige owerheid wat by wet gemagtig is om lisensies uit te reik ten opsigte van voertuie en/of sleepwaens;
- „motorvoertuie bestuur”, 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 deur die bestuurder bestee 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;
- „militêre opleiding”, die ononderbroke opleiding waartoe ’n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;
- „stukwerk” of „taakwerk”, 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 afgelê of op die aantal myle wat afgelê is;
- „sleepwa”, enige vervoermiddel getrek deur ’n voertuig;
- „eie gewig”, die gewig van enige voertuig en/of sleepwa soos uitgedruk in ’n lisensie of sertifikaat uitgereik deur ’n lisensieverleningsowerheid ten opsigte van sodanige voertuig of sleepwa; met dien verstande dat die eie gewig in die geval van ’n twee- of driewielmotorvoertuig, uitgesonderd ’n voorhaker, onder 1,000 lb. geag word;
- „voertuig”, ’n vervoermiddel gebruik vir die vervoer van goedere en wat voortbeweeg word anders as deur die krag van mens of dier en omvat ’n voorhaker en/of trekker;
- „loon”, dié gedeelte van die besoldiging betaalbaar in geld aan ’n werknemer ten opsigte van die gewone werkure vasgestel in klousule 4.

(2) Ten einde ’n werknemer vir die toepassing van hierdie Deel te klassifiseer, word daar geag dat hy in dié klas is waarin hy uitsluitlik of hoofsaaklik in diens is.

2. LONE.

(1) Die minimum loon betaalbaar deur ’n werkgever aan elkeen van ondergenoemde klasse van sy werknemers moet die volgende wees:—

- (a) *Werknemers, uitgesonderd los werknemers.*—’n Werknemer wat ’n voertuig, uitgesonderd ’n stoomvoertuig, bestuur waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens wat deur sodanige voertuie getrek word:—

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

PART III.

DRIVERS OF MOTOR VEHICLES.

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

1. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Part which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

- „casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- „day” means the period of twenty-four hours calculated from the time the employee commences work;
- „emergency work” means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 4 and any other work arising from any unforeseen occurrence due to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay/or which is necessary to ensure the maintenance and/or provision of power, light, water, telephone, public health, sanitary, cleansing, public transport or airport services, or for the fulfilment of orders for the supply of goods to, or the provisions of services in connection with ships, trains, air services, hospitals, or the Union armed forces;
- „establishment” means any place where the Furniture Industry is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement;
- „hours of work” includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work;
- „licensing authority” means any authority empowered by law to issue licences in respect of vehicles and/or trailers;
- „motor transport driving” means the driving of vehicles used for the transportation of goods and which are propelled by other than human or animal power, and includes any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required;
- „military training” means continuous training which an employee is required to undergo in terms of section 21 (1), read with sub-sections (1) and (2) of section 22 of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- „piece-work or task-work” means any system under which an employee’s remuneration is based on the weight, volume or number of articles or goods conveyed or on the number of journeys undertaken or the mileage covered;
- „trailer” means any conveyance drawn by a vehicle;
- „unladen weight” means the weight of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer; provided that in the case of a two or three-wheeled motor vehicle (other than a mechanical horse) the unladen weight shall be deemed to be under 1,000 lb.;
- „vehicle” means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a mechanical horse and/or tractor;
- „wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 4.

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

2. WAGES.

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

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

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

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

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

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van 'n klas van sy werknemers vereis of hom toelaat om, of benewens sy eie werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor daar—

(a) of 'n hoër loon as dié van sy eie klas, of

(b) 'n stygende loonskaal wat op 'n hoër loon eindig as dié van sy eie klas;

voorgeskryf is in Deel II van hierdie Ooreenkoms, moet aan sodanige werknemer ten opsigte van daardie dag die volgende betaal—

(i) in die geval in paragraaf (a) genoem, minstens die dagloon bereken op die hoër weeklikse tarief; en

(ii) in die geval in paragraaf (b) genoem, minstens die dagloon bereken op die hoogste weeklikse tarief vir die hoogste klas;

met dien verstande dat waar die verskil in klasse ooreenkomstig Deel II van hierdie Ooreenkoms op ondervinding, geslag of ouderdom gebaseer is, die bepaling van hierdie klousule nie van toepassing is nie.

(4) *Onderhoudstoelae.*—As die werk van 'n werknemer belet dat hy na sy huis terugkeer vir sy nagrus moet hy, benewens die loon voorgeskryf in subklousule (1), 'n onderhoudstoelae van minstens die volgende betaal word:—

Gebied A. Gebied B.

	s. d.	s. d.
(a) As dit vir die werknemer nodig is om aandete en 'n bed te verkry	12 6	11 3
(b) As dit vir die werknemer nodig is om aandete, 'n bed en oggendete te verkry	15 0	13 6
(c) As dit vir die werknemer nodig is om 'n bed, oggendete, middagete en aandete te verkry	17 6	15 9

(5) *Berekening van maandloon.*—As die loon aan 'n werknemer verskuldig ooreenkomstig klousule 3 (1), maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen die tarief van vier en een derde maal die loon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas.

3. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos bepaal in klousules (3) en (4) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of as die werkgewer en sy werknemer skriftelik daartoe ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of binne dertig minute nadat hy opgehou werk het op die gewone betaaldag van die inrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n koevert of houer wees of vergesel gaan van 'n staat met die werkgewer se naam daarop, die werknemer se naam of sy nommer in die betaalstaat, die werknemer se bedryf, die getal gewone ure en oortydure wat die werknemer gewerk het, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling gedoen word.

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

(3) *Premies.*—Geen bedrag moet regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

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

(5) *Kos en inwoning.*—Behoudens die bepaling van die Naturële (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of in die Naturellearbeid Regelingswet, 1911, moet 'n werkgewer nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet en/of inwone nie.

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

(a) met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, voorsorgs- of pensioenfonds; met dien verstande dat in die geval van 'n aftrekking vir siektebystands- of voorsorgsfonds ooreenkomstig die tweede voorbehoudsbepaling van klousule 6 (1), die skriftelike toestemming van die werknemer nie verkry hoef te word nie;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes tot die fondse van vakverenigings;

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

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

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage, higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in Part II of this Agreement shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class;

provided that where the difference between classes is, in terms of Part II of this Agreement based on experience, sex or age, the provisions of this clause shall not apply.

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

Area A. Area B.

	s. d.	s. d.
(a) Where it is necessary for the employee to obtain an evening meal and a bed	12 6	11 3
(b) Where it is necessary for the employee to obtain an evening meal, bed and breakfast	15 0	13 6
(c) Where it is necessary for the employee to obtain bed, breakfast, 'unch and evening meal	17 6	15 9

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

3. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clause 5 (3) and (4) any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, monthly, during the hours of work or within thirty minutes of ceasing work, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or other container or accompanied by a statement, showing the employer's name, employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, and the period in respect of which payment is made.

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

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

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

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

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

(a) With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds; provided that in case of a deduction for sick benefit or provident funds in terms of the second proviso to clause 6 (1) the written consent of the employee need not be obtained.

(b) With the written consent of an employee deductions for contributions to the funds of the trade unions, may be made.

- (c) uitgesonderd waar anders in hierdie Ooreenkomis bepaal, telkens wanneer 'n werknemer uit sy werk afwesig is, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die grondslag van die weekloon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (d) 'n aftrekking van enige bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (e) enige bedrag wat ooreenkomstig die gemeenreg verreken kan word teen enige skuld deur 'n werknemer aan 'n werkgewer betaalbaar;
- (f) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Geloftedag of Kersdag waarop 'n werknemer verplig of toegelaat word om nie te werk nie, van die loon wat hy sou ontvang het as hy op sodanige dag gewerk het;
- (g) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Naturellearbeid Regelsingwet, 1911, verplig word, om kos en/of inwoning van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae—

	Per week. Gebiede.		Per maand. Gebiede.	
	A.	B.	A.	B.
	s. d.	s. d.	s. d.	s. d.
Kos.....	4 0	3 7	17 4	15 7
Inwoning.....	2 0	1 10	8 8	7 10
Kos en inwoning.....	6 0	5 5	26 0	23 5

- (h) behoudens die bepalings van klousule 8 van Deel I, 'n aftrekking eweredig met die bedrag van korttyd gewerk.

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

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

- (a) in die geval van 'n werknemer wat 'n sesdagweek werk—
- agt-en-veertig in enige week vanaf Maandag tot en met Saterdag;
 - agt en 'n half op vyf dae in enige week en vyf en 'n half op die orige dag;
- (b) in die geval van 'n werknemer wat 'n vyfdagweek werk—
- agt-en-veertig in enige week vanaf Maandag tot en met Vrydag;
 - nege en driekwart op enige dag; met dien verstande dat die getal werkure in enige week nie meer as agt-en-veertig mag wees nie.

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

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

(3) *Etensonderbrekings.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n pouse van minstens een uur waarin so 'n werknemer nie verplig of toegelaat moet word om enige werk te verrig nie, en dié pouse word geen deel van die gewone werkure of oortydwerk geag nie; met dien verstande—

- dat indien so 'n pouse langer as een uur is, enige tydperk van meer as een en 'n kwart uur gewone werkure geag word;
- dat werktye wat onderbreek word deur pouses van minder as 'n uur, aaneenlopend geag word.

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

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

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

- tien uur in 'n week;
- twee uur op 'n dag;

met dien verstande dat in die geval van 'n werknemer wat in diens is vir die vervoer van meubels, die beperking van twee uur per dag op enigeen van die eerste vier en enigeen van die laaste vier werkdag in 'n maand met hoogstens twee uur oorskry kan word, indien die totale getal ure oortyd deur sodanige werknemer gewerk, deur sodanige verlenging nie drie-en-veertig en een derde in die maand, nie te bowe gaan nie.

(7) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd gewerk, besoldiging betaal teen 'n skaal van minstens een en 'n derde maal sy gewone loon; met dien verstande dat indien die oortyd bereken op 'n daaglikse grondslag, in enige week verskil van die oortyd bereken op 'n weeklikse grondslag, die grondslag geneem moet word met die grootste bedrag vir die week gee.

- (c) Except where otherwise provided in this Agreement, whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (d) A deduction of any amount which an employer by any statutory law or an order of any competent court is required or permitted to make.
- (e) Any amount which may be set off in accordance with common law against any debt owing to an employer by an employee.
- (f) A deduction in respect of any public holiday, other than New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day.
- (g) When an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week. Areas.		Per Month. Areas.	
	A.	B.	A.	B.
	s. d.	s. d.	s. d.	s. d.
Board.....	4 0	3 7	17 4	15 7
Lodging.....	2 0	1 10	8 8	7 10
Board and lodging....	6 0	5 5	26 0	23 5

- (h) Subject to the provisions of clause 8 of Part I a deduction proportionate to the amount of short-time worked.

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

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

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

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

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

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

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

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

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

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

- ten hours in any week;
- two hours on any day;

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

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

(8) *Voorbehoudsbepalings.*—Die bepalinge van subklousule (3), (4) en (6) is nie van toepassing op 'n werknemer wat in diens is om noodwerk te verrig nie.

5. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgever aan sy werknemer op iedere voltooide tydperk van een jaar in sy diens vyftien opeenvolgende werkdag verlov met volle betaling toestaan.

(2) Die verlov genoem in subklousule (1) moet toegestaan word op 'n tyd wat die werkgever moet vasstel; met dien verstande dat—

- (i) as sodanige verlov nie vroeër toegestaan is nie, dit só toegestaan moet word dat dit begin binne twee maande ná voltooiing van die jaar diens waarop dit betrekking het;
- (ii) die tydperk van verlov nie moet saamval met siekteverlov wat ingevolge klousule 6 toegestaan is of met enige tydperk van militêre opleiding wat hy ondergaan nie;
- (iii) as Nuwejaarsdag, Goede Vrydag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlov val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd met volle betaling gevoeg moet word;
- (iv) 'n werkgever al die dae geleentheidsverlov wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van een jaar waarop die verloftyd betrekking het, van sodanige tydperk van verlov kan aftrek.

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

(4) Aan 'n werknemer wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgever beëindig word voordat die verloftydperk genoem in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar, behoudens soos bepaal in die vierde voorbehoudsbepaling tot subklousule (2) by sodanige diens beëindiging in plaas van 'n ten opsigte van elke voltooide maand van sodanige tydperk van minder as een jaar, minstens vyf vier-en-twintigstes van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(5) 'n Werknemer wat ooreenkomstig subklousule (1) geregtig geword het op 'n tydperk van verlov, en wie se dienskontrak eindig voordat sodanige verlov toegestaan is, moet by sodanige diensbeëindiging ten opsigte van verlov die bedrae betaal word wat in subklousules (1) en (4) genoem word.

(6) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” geag enige tydperk of tydperke insluit waartydens 'n werknemer—

- (a) met verlov afwesig is ooreenkomstig subklousule (1);
- (b) enige militêre opleiding ondergaan;
- (c) van sy werk afwesig is op las of versoek van sy werkgever;
- (d) met siekteverlov afwesig is ooreenkomstig klousule 6;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (a), (c) en (d), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en daar word geag dat die diens begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op 'n tydperk van jaarlikse verlov ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het op verlov ingevolge so 'n wet;
- (ii) in die geval van 'n werknemer wat voor die datum van die inwerkingtreding van hierdie Ooreenkoms in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlov voorsiening maak maar wat nog nie op verlov ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgever in diens getree het of op die datum van die inwerkingtreding van hierdie Ooreenkoms, naamlik op die jongste van die twee datums.

6. SIEKTEVERLOF.

(1) Na twee maande diens by hom moet 'n werkgever aan sy werknemer wat van sy werk afwesig is deur siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, die volgende toestaan—

- (a) in die geval van 'n werknemer wat 'n werkweek van ses dae het, twaalf werkdag;
- (b) in die geval van 'n werknemer wat 'n werkweek van vyf dae het, tien werkdag;

siekteverlov altesaam gedurende enige enkele jaar diens by hom, en moet so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het; met dien verstande dat 'n werkgever van sy werknemer kan vereis om 'n sertifikaat, geteken deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die werknemer se siekte aantoon ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voor te lê as voorwaarde van die betaling deur hom van enige

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

5. ANNUAL LEAVE.

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

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

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

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

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

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) undergoing any military training;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 6;

amounting in the aggregate to not more than ten weeks in any year in respect of items (a), (c) and (d) plus the period of any military training undergone in that year and shall be deemed to commence—

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

6. SICK LEAVE.

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

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

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of any such absence: Provided further that where, in any establishment, there exists

bedrag ten opsigte van enige sodanige afwesigheid; voorts met dien verstande dat waar daar in enige inrigting kragtens 'n ooreenkoms tussen 'n werkgever en sommige van, of al sy werknemers of tussen 'n werkgever en 'n geregistreerde vakvereniging, 'n siektebystands- of voorsorgsfonds bestaan of ingestel kan word waartoe die werkgever ten opsigte van elkeen van sy werknemers wat bystand daarkragtens ontvang, 'n bedrag bydra wat minstens die bedrag is wat deur sodanige werknemer betaal of betaalbaar is, en waaruit sodanige werknemer in die geval van afwesigheid of afwesighede van werk as gevolg van siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, skadeloosstelling betaalbaar is) geregtig is om altesaam in enige enkele jaar minstens die bedrag te ontvang gelyk aan sy volle loon vir twee weke ten opsigte van sodanige afwesigheid of afwesighede, in omstandighede wat vir die werknemer nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie ten opsigte van sodanige werknemers van toepassing moet wees nie; voorts met dien verstande dat indien 'n werkgever ingevolge enige wet hospitaaigeld ten opsigte van 'n werknemer genoem in sodanige wet moet betaal, die bedrag aldus betaal afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van siekte verskuldig is, maar hoogstens die bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor daar hierin voorsiening gemaak word.

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

7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op en daar moet aan hom verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag; met dien verstande dat daar op enige sodanige dag van 'n werknemer vereis kan word om te werk; voorts met dien verstande dat in die geval van 'n werknemer wat 'n vyfdagweek werk, as sodanige vakansiedag op die sesde dag van die week val, die bepalings van hierdie subklousule nie van toepassing is nie.

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

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

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

- 'n bedrag betaal van minstens dubbel die loon betaalbaar aan hom ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word; of
- minstens een en 'n derde maal sy gewone loon betaal vir elke uur of gedeelte van 'n uur aldus gewerk ten opsigte van die totale tydperk op sodanige Sondag gewerk en binne sewe dae van sodanige Sondag een dag vakansie aan hom toegestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loon asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het;
- wanneer 'n los werknemer op 'n Sondag werk moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 2 (1) vir 'n los werknemer voorgeskryf is.

8. STUKWERK OF TAAKWERK.

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

- In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk of taakwerk verrig word, dié weekloon voorgeskryf in klousule 2 (1) vir 'n werknemer van sy klas;
- in die geval van 'n los werknemer, vir elke dag waarop stukwerk of taakwerk gedoen is, dié loon in klousule 2 (1) vir 'n los werknemer voorgeskryf; plus vyf persent.
- 'n Werkgever moet 'n bylae van die skale vir stukwerk en taakwerk in subklousule (1) genoem, op 'n opvallende plek in sy inrigting opgeplak hou.
- Die werkgever mag die skale genoem in subklousule (1), nie sonder die toestemming van die werknemer verminder nie.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke en/of beskermende klere wat hy vereis dat sy werknemers dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke, en/of beskermende klere bly die eiendom van die werkgever.

or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee, and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees: Provided further that where an employer is, by any law, required to pay, and pays hospital fees in respect of any employee referred to in such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

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

7. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

- pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday; or
- pay him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week;
- whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed in clause 2 (1) for a casual employee.

8. PIECE-WORK OR TASK-WORK.

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

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work or task-work rates referred to in sub-clause (1).

(3) The employer shall not reduce the rates referred to in sub-clause (1) without the consent of the employee.

9. UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING.

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

10. DIENSSERTIFIKAAT.

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

11. LOGBOEK.

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

DAAGLIKSE LOG.

Naam van werkgever.....
Naam van bestuurder.....
Soort voertuig en die eie gewig daarvan.....

Getal sleepwaens gehaak aan die voertuig en die eie gewig van elke sleepwa.....

Begintyd van werk.....
Ophoutyd van werk.....
Getal gewone ure gewerk.....
Getal oortydure gewerk.....
Etenuur vanaf.....vm./nm. tot.....vm./nm.
Teenspoed, ongelukke en/of ander vertraginge.....

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

Handtekening van bestuurder.....

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

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

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

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur diensopsegging gee, en daarna minstens een week diensopsegging vir beëindiging van die dienskontrak, of 'n werkgever of 'n werknemer kan die kontrak, sonder opsegging beëindig deur in plaas van diens op te sê, die werkgever aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgever minstens die volgende betaal of verbeur, na gelang van omstandighede—

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

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

met dien verstande dat dit nie onderstaande raak nie:—

(i) 'n Werkgever of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig om 'n rede wat wetlik as voldoende erken word;

(ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n gelyke diensopseggingstermyn aan albei kante en vir langer as 'n week;

(iii) die toepassing van verbeurings of boetes wat kragtens wet toegepas kan word op 'n werknemer wat van sy werk wegloop.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) aangegaan is, moet die betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waaroor daar ooreengekom is.

(3) Die diensopsegging in subklousule (1) genoem, word van krag op die dag waarop dit gegee word; met dien verstande dat die diensopseggingstermyn nie met die werknemer se afwesigheid met jaarlikse verlof kragtens die bepalings van klousule 5, of met siekteverlof kragtens klousule 6 of met enige militêre opleiding wat hy moet ondergaan, moet saamval nie.

Hierdie Ooreenkoms namens die partye op hede die 22ste dag van Junie 1959 onderteken.

D. P. FRYE, *Voorsitter*,
F. J. LANDMAN, *Ondervoorsitter*,
A. S. YOUNG, *Sekretaris*.

10. CERTIFICATE OF SERVICE.

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

11. LOG-BOOK.

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

DAILY LOG.

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

Number of trailers attached to vehicle and unladen weight of each trailer.....

Time of starting work.....

Time of finishing work.....

Number of ordinary hours worked.....

Number of hours of overtime.....

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

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

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

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

This Agreement signed on behalf of the parties on the 22nd day of June, 1959.

D. P. FRYE, *Chairman*,
F. J. LANDMAN, *Vice-Chairman*,
A. S. YOUNG, *Secretary*.

No. 36.] [8 Januarie 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

MEUBELVERVAARDIGINGSNYWERHEID,
OOSTELIKE KAAPPROVINSIE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelvervaardigingsnywerheid, Oostelike Kaapprovinsie, gepubliseer by Goewermentskennisgewing No. 35 van 8 Januarie 1960, vir die persone wie se werkkure daarby gereël word, nie minder gunstig as die betrokke bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 37.] [8 Januarie 1960.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE INGEVOLGE OORLOGSMAAT-
REËL No. 43 VAN 1942, SOOS GEWYSIG.

MEUBELVERVAARDIGINGSNYWERHEID,
OOSTELIKE KAAPPROVINSIE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, handelende kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, hierby die bepalings van genoemde regulasies op in dié mate dat 'n lewenskostetoelae nie ingevolge daarvan betaalbaar is nie op die spesiale bonus betaalbaar aan enige persoon ingevolge klousule 38 van die Ooreenkoms vir die Meubelvervaardigingsnywerheid (Oostelike Kaapprovinsie), gepubliseer by Goewermentskennisgewing No. 35 van 8 Januarie 1960.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 36.] [8 January, 1960.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, Eastern Cape Province, published under Government Notice No. 35, dated the 8th January, 1960, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

No. 37.] [8 January 1960.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the provisions of the said regulations to the extent that a cost of living allowance shall not be payable in terms thereof on the special bonus payable to any person in terms of clause 38 of the Agreement for the Furniture Manufacturing Industry (Eastern Cape Province), published under Government Notice No. 35 of the 8th January, 1960.

M. VILJOEN,
Deputy-Minister of Labour.



Wapen van die
Unie van Suid-Afrika
In Kleure

Groot 11½ duim by 9 duim

+
Herdruk volgens plan opgemaak
 deur die Kollege van Heraldiek

+
PRYS:

4s. per kopie, posvry in die Unie
4s. 6d. per kopie buite die Unie

Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad



Union of South Africa
Coat of Arms
In Colours

Size: 11½ Inches by 9 inches

+
Reprinted to design prepared
by the College of Heraldic

+
PRICE:

4s. per copy, post free within the Union
4s. 6d. per copy outside the Union

Obtainable from the Government Printer
Pretoria and Cape Town

Publikasies

wat deur die STAATSDRUKKER uitgegee word,
handel oor 'n verskeidenheid van onderwerpe
wat vir Boere, Prokureurs, Onderwysers,
Besigheidsmense, Nyweraars en die Algemene
Publiek van groot belang is

Hierdie publikasies sluit die volgende in:—

- ★ Offisiële Jaarboek van die Unie van Suid-Afrika
- ★ Gedenkwaardighede van Suid-Afrika
- ★ Die Afrikaanse Woordeboek
- ★ Blomplante van Suid-Afrika
- ★ Argiefjaarboek van Suid-Afrikaanse Geskiedenis
- ★ Handel en Nywerheid (*Maandeliks*)

Asook

- Geologiese Publikasies
- Wette en Regulasies
- Landkaarte
- Statistiese Verslae
- Loonvasstellings
- Gekose Komitee Verslae
- Departementele Verslae (*Jaarliks*)
- Kommissie Verslae, ens.

Verdere besonderhede en pryse aangaande hierdie publikasies is verkrygbaar van die STAATSDRUKKER, Pretoria of Kaapstad

Publications

issued by the GOVERNMENT PRINTER deal with
various subjects of great interest to Businessmen,
Industrialists, Farmers, Attorneys, Teachers and
the Public in General

These publications include the following:—

- ★ Official Year Book of the Union of South Africa
- ★ The Monuments of South Africa
- ★ Die Afrikaanse Woordeboek
- ★ Flowering Plants of Africa
- ★ Archives Year Book for South African History
- ★ Commerce and Industry (*Monthly*)

Also

- Geological Publications
- Acts and Regulations
- Maps
- Statistical Reports
- Wage Determinations
- Reports of Select Committees
- Departmental Reports (*Annual*)
- Commission Reports, etc.

Further particulars regarding these publications and prices are obtainable from the GOVERNMENT PRINTER, Pretoria or Cape Town

Leesstof vir die Boer en sy Vrou!

Die Departement van Landbou, Pretoria, publiseer die volgende gesinsblad (in Afrikaans en Engels) in belang van boere in die besonder, van die landboubedryf in die algemeen en van alle vroue —

BOERDERY in Suid-Afrika

waarby ingelyf is „Die Vrou en haar Huis”

'n Maandblad bevattende kort, praktiese artikels, spesiaal bedoel vir die boer en sy vrou wat goeie, deskundige advies verlang en geskryf in eenvoudige, nie-tegniese taal; ryklik toegelig met foto's Elke boer behoort met sy Departement in voeling te bly en die advies te verkry wat dit in staat is om te gee, deur middel van—



INTEKENGELD
in die Unie van Suid-Afrika (met inbegrip van Suidwes-Afrika),
18s. per jaar.

intekengeld kan direk
aan die Hoof, Afdeling
Publisiteit, Departement
van Landbou, Pos-
sak 144, Pretoria, gepos-
word.

BOERDERY IN SUID-AFRIKA waarby ingelyf is „Die Vrou en haar Huis”

Reading matter for Farmer and Wife!

The Department of Agriculture, Pretoria, issues the following family publication (in English and Afrikaans) in the interest of farmers in particular, for the agricultural industry in general and for every woman —

FARMING in South Africa

incorporating “The Woman and her Home”

A monthly journal of short, practical articles, intended particularly for the farmer and his wife who want sound, expert advice in plain, non-technical language; richly illustrated with photo's Every farmer should keep in touch with his Department, and obtain the advice it is able to give, by reading—



SUBSCRIPTIONS
in the Union of South
Africa (including South
West Africa), 18s. per
annum.

Subscriptions may be
posted direct to the
Chief, Division of Publi-
city, Department of
Agriculture, Private Bag
144, Pretoria.

FARMING IN SOUTH AFRICA incorporating “The Woman and her Home”