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UNION OF SOUTH AFRICA

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1512.] [30 September 1960.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

MEUBELNYWERHEID, NATAL.

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 hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing vir 'n tydperk van agtien maande bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (b), 3 tot en met 22, 24, 27 tot en met 30 en 32 tot en met 40 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing vir 'n tydperk van agtien maande 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 Provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 10 (4) (iv), 10 (4) (vi) tot en met 22, 24, 27 tot en met 30 en 32 tot en met 40 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing vir 'n tydperk van agtien maande in die Provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van 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.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1512.] [30 September 1960.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

FURNITURE INDUSTRY, NATAL.

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 Industry, shall be binding from the second Monday after the date of publication of this notice for a period of eighteen months upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (b) 3 to 22 (inclusive), 24, 27 to 30 (inclusive) and 32 to 40 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice for a period of eighteen months upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, from the second Monday after the date of publication of this notice for a period of eighteen months, the provisions contained in clauses 3 to 10 (4) (iv) (inclusive), 10 (4) (vi) to 22 (inclusive), 24, 27 to 30 (inclusive) and 32 to 40 (inclusive) 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.

BYLAË.

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID,
NATAL.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Natal Furniture Manufacturers' Association

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

Furniture Workers' Industrial Union (Natal)

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die Provinsie Natal en die landdrostrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu deur alle werkgewers wat lede is van die werkgewersorganisasie in die Meubelnywerheidsbedryf en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 27 Januarie 1958, of op 'n datum wat deur die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Wet vasgestel kan word, en bly van krag vir 'n tydperk van agtien maande, 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, moet dieselfde betekenis as in daardie Wet hê; 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.

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

„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, of wat beskou word dat dit daarkragtens geregistreer is;

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

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

„opsigter” of „wag”, 'n werknemer wat persele of ander eiendom en/of goedere bewaak;

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

„versendingsklerk”, 'n werknemer wat verantwoordelik is vir die ontvang van goedere vanuit 'n winkel of van afdelings vir versending, en wat toesig kan hou oor die aannekaarsit en/of verpakking van sulke goedere asook die nagaan van pakke en die weeg en adresseer daarvan;

„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 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 kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsncewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadloostoestelle en omvat die vervaardiging of prosesse vir die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, oortreksels, kussings, peule en stoelkussings en omvat die bedrywighede op

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY, NATAL.

AGREEMENT

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

Natal Furniture Manufacturers' Association

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

Furniture Workers' Industrial Union, (Natal)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed within the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu by all employers who are members of the Employers' Organisation and are engaged in the Furniture Industry and by all the employees who are members of the Trade Union and are employed in that Industry and for whom wages are prescribed in this Agreement.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date as may 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 eighteen months, or such period as may be determined by him.

3. DEFINITIONS.

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

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

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

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

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

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

“caretaker or watchman” means an employee who is engaged in guarding premises or other property and/or goods;

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

“despatch clerk” means an employee who is responsible for receiving goods from a store or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the weighing or addressing thereof.

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

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture, 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 of types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities

alle persele waar masjienhoutwerk, houtdraai- en/of hout-sneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstofeer of herpoleer van meubels in of in verband met inrigtings waar die vervaardiging van meubels of enige werk in verband met die produksie van enige artikels vir verkoop, deels of geheel, gedoen word en die sinner 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 metaal-meubels;

- „uurskaal”, in die geval van ’n werknemer, uitgesonderd ’n los werknemer, sy weekloon gedeel deur 44 en in die geval van ’n loswerknemer, sy dagloon gedeel deur 8;
- „jeugdige”, ’n werknemer onder die ouderdom van 21 jaar, uitgesonderd vakleerlinge en arbeiders;
- „arbeider”, ’n werknemer, uitgesonderd leerlinge, wat dié klasse werk verrig waarvoor ’n loon van £2 per week in gebied A en ’n loon van £1. 15s. per week in gebied B in Bylae A hiervan voorgeskryf is;
- „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 wat minder as twee jaar ondervinding gehad het in die Meubelnywerheid en wat onder toesig van ’n verpakker werk;
- „masjienonderhoudwerktuigkundige”, ’n werknemer wat uitsluitlik in diens is op enige of almal van die volgende werksaamhede:—

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

- „militêre opleiding”, ononderbroke opleiding wat ’n werknemer verplig is om te ondergaan ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie enige opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet verkies om te ondergaan of enige opleiding wat hy vrywillig of uit eie keuse ondergaan nie;
- „verpakker”, ’n werknemer, uitgesonderd ’n arbeider, wat goedere vir versending of aflewering verpak;
- „stukwerk”, enige stelsel waarvolgens besoldiging uitsluitlik gebaseer word op hoeveelheid of opbrengs van gedane werk;
- „proefleerling”, ’n werknemer onder 21 jaar oud in diens in ’n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, maar omvat nie ’n vakleerling of ’n arbeider nie;
- „besoldiging”, enige betaling in geld gemaak of verskuldig aan enige persoon wat op enige wyse ook al uit diens voortspruit;
- „korttyd”, ’n vermindering van die getal gewone werke in ’n inrigting toe te skryf aan handelslapse, tekort aan grondstowwe of ’n algemene onklaarmaking van installasie of masjinerie veroorsaak deur ’n ongeluk of ander onvoorsiene noodgeval;
- „magasynman”, ’n werknemer in beheer van magasyn, materiale of afgewerkte produkte en wat verantwoordelik is vir die ontvang, nagaan, uitpak, bêre en uitreik van goedere en die byhou van ’n register ten opsigte daarvan;
- „tydhouer”, ’n werknemer wat verantwoordelik is vir die aantekene van tyd wat deur die werknemers gewerk is;
- „loon”, dié gedeelte van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van die gewone werke in klousule 7 en klousule 40 D vermeld, en vir hom voorgeskryf in klousule 27 of klousule 40 B, na gelang van die geval, of waar ’n werkgewer ’n werknemer gereeld ten opsigte van sy gewone werke ’n hoër bedrag betaal, as dié aldus voorgeskryf, beteken dit sodanige hoër bedrag;
- „werkende eienaar”, of „werkende vennoot”, ’n persoon wat persoonlik enige van die werksaamhede gespesifiseer in hierdie Ooreenkoms in sy eie inrigting verrig.

4. STUKWERK.

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

5. AANSPOORINGSBONUS.

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

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

carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on, and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture, for sale, either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture;

- „hourly rate” means in the case of an employee, other than a casual employee, his weekly wage divided by 44 and in the case of a casual employee, his daily wage divided by 8.
- „juvenile” means an employee under the age of 21 years excluding apprentices and labourers;
- „labourer” means an employee other than learners, performing the classes of work for which a wage of £2. per week in area “A” and a wage of £1. 15s. per week in area “B” is specified in Schedule “A” hereof.
- „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 person packing furniture who has had less than two years’ experience in the Furniture Industry and who works under the supervision of a packer;
- „machine maintenance mechanic” means any employee who is solely employed in all or any of the following operations:—

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

- „military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any training for which he volunteers or which he elects to undergo;
- „packer” means an employee, other than a labourer, who is engaged in packing goods for transport or delivery;
- „piece-work” means any system according to which an employee’s wage is based solely on quantity or output of work done;
- „probationer” means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice or a labourer;
- „remuneration” means any payment in money made or owing to any person which arises in any manner whatsoever out of employment;
- „short-time” means a 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;
- „storeman” means an employee who is in charge of stores, materials or finished products and who is responsible for receiving, checking, unpacking and storing goods and issuing goods and the maintenance of records concerning same.
- „time keeper” means an employee who is responsible for keeping records of the time worked by the employees.
- „wage” means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in Clause 7 and Clause 40, D, and prescribed for him in Clause 27 or Clause 40, B, as the case may be, or where an employer regularly pays to an employee in respect of his ordinary hours of work an amount higher than that so prescribed, it means such higher amount;
- „working proprietor” or „working partner” means an employer or any partner in a partnership who is an employer and who is personally engaged in performing any of the work specified in this Agreement in his own establishment.

4. PIECE-WORK.

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

5. INCENTIVE BONUS.

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

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

(3) Die bepalinge van sodanige aansporingskema, en enige daaropvolgende wysiging daarvan waarop die komitee ooreengekom kan hê, moet op skrif gestel en deur die lede van die komitee onderteken word en moet nie deur die komitee gewysig of deur 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 partye ooreengekom kan word wanneer hulle sodanige ooreenkoms aangaan.

(4) Enige werknemer in diens op 'n aansporingsbonusskema vir enige tydperk moet die volle bedrag betaal word wat deur hom kragtens aansporingsbonusskema verdien is waarvoor kragtens hierdie klousule ooreengekom is; met dien verstande dat enige sodanige werknemer wat aldus in diens is, terwyl hy op sodanige aansporingsbonusskema werk, 'n minimum van 15 persent bokant die voorgeskrewe loon vir die klas werk verrig, gewaarborg moet word.

(5) Die bepalinge van hierdie klousule is nie op vakleerlinge van toepassing nie.

6. BUITEWERK.

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

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

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

(4) Geen werkgewer mag werk in verband met die vervaardiging van meubels uitgee nie, hetsy in die geheel of gedeeltelik, 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 bepalinge in hierdie Ooreenkoms mag geen werkgewer van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as opsigter of wag, of by die aflewering van goedere of boodskappe, vereis of hom toelaat—

(i) om in enige enkele week meer as 44 uur, etenstye uitgesluit, te werk nie; met dien verstande dat behoudens genoemde weeklikse beperking, die daaglikse werkure nie langer as die volgende moet wes nie:—

(a) In inrigtings wat 'n vyfdaagweek werk, 9 uur per dag, van Maandag tot Vrydag; of

(b) in inrigtings wat vir meer as vyf dae per week werk, 8 uur per dag, van Maandag tot Vrydag, en 4 uur op Saterdag; of

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

(iii) 'n vrou, om na vyfuur nm. op Maandag tot Vrydag en eenuur nm. op Saterdag te werk tot die gewone tyd waarop sodanige inrigting begin werk.

(2) Daar word geag dat 'n werknemer langer werk as enige tydperk wat hy werklik werk—

(i) gedurende die hele pouse in sy werk, indien dit hom nie vrystaan om die perseel van sy werknemer gedurende die hele pouse te verlaat nie; of

(ii) gedurende enige ander tydperk waartydens hy op die perseel van sy werkgewer is;

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

(3) Alle werkgewers moet in hulle bedryfsinrigtings op 'n maklik toeganklike plek vir hul werknemers, 'n kennisgewing vertoon in die vorm voorgeskryf in Aanhangsel B van hierdie Ooreenkoms wat die aanvangs- en ophoutyd van werk vir elke dag van die week aantoon asook die etensuur en die voormiddag- en namiddagonderbrekings wat in klousule 30 van hierdie klousule genoem word.

8. BEPERKING VAN OORTYD.

(1) Geen oortyd mag gewerk word nie tensy die betrokke werkgewer eers die skriftelike toestemming van die Raad verkry het.

In noodgevallen kan die sekretaris van die betrokke Raad hierdie verlof uitreik, behoudens bevestiging deur die Raad.

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

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

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

6. OUTWORK.

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

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

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

(4) No employer shall give out any work in connection with the manufacture of furniture, either in whole or in part, to persons in premises other than those 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) herein.

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 caretaker or watchman, or in the delivery of goods or messages—

(i) to work more than 44 hours, excluding meal times, in any one week, provided that subject to the said weekly limitation, the daily hours of work shall not exceed—

(a) in establishments working a five day week, 9 hours per day, Monday to Friday; or

(b) in establishments working more than five days per week, 8 hours per day, Monday to Friday, and 4 hours on Saturdays; or

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

(iii) who is a female, to work after five o'clock p.m. Mondays to Fridays, and one o'clock p.m. on Saturdays until the usual starting time of such establishment.

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

(i) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or

(ii) during any other period during which he is on the premises of his employer;

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

(3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form prescribed in Appendix B of this Agreement specifying the starting and finishing time of work for each day of the week, the meal hour and the forenoon and afternoon breaks referred to in clause 30 hereof.

8. LIMITATION OF OVERTIME.

(1) No overtime may be worked unless the employer concerned has obtained the prior permission of the Council in writing.

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

(2) Behoudens subklousule (1) hiervan, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n tydperk van hoogstens 10 uur in enige week, met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om oortyd te werk vir—

- (i) langer as twee uur op enige dag;
- (ii) op meer as drie opeenvolgende dae;
- (iii) op meer as 60 dae in enige jaar;
- (iv) na voltooiing van haar gewone werkure langer as een uur op enige dag, tensy hy—
 - (a) dié werknemer voor middag daarvan in kennis gestel het; of
 - (b) aan die werknemer, voor sy met oortyd moet begin, 'n toereikende ete verskaf het; of
 - (c) aan die werknemer betyds 'n toelae van 2s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

9. KORTTYD.

(1) As dit nodig gevind word om korttyd te werk soos hierin omskryf, moet sodanige korttyd so ver prakties moontlik onder die werknemers in elk van die volgende afdelings verdeel word:—

Dié maak van raamwerke, meubelvervaardiging, masjienbewerking, polering, stoffering, fineerwerk en beddegoedvervaardiging.

As dit nodig gevind word om enige sodanige werknemers te ontslaan, moet dié werknemers wat die laagste lone ontvang, eerste ontslaan word; met dien verstande dat geen werknemer as gevolg van handelslapse ontslaan mag word totdat die werkure op korttyd onder 35 per week oor 'n aaneenlopende tydperk van vier weke daal nie.

(2) 'n Werknemer wat hom op enige dag by die gewone begintyd van die inrigting vir diens aanmeld, en vir wie geen werk beskikbaar is nie, moet minstens vier uur se loon ten opsigte van dié dag betaal word; tensy hy voorheen deur sy werkgewer 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.

10. BETALING VAN BESOLDIGING.

(1) Alle verskuldigde besoldiging moet weekliks tussen 4.30 nm. en 5.30 nm. op Vrydag of by diensbeëindiging indien dit voor die gewone betaaldag val, in kontant betaal word. Wanneer Vrydag 'n dag is waarop nie gewerk word nie, is die betaaldag die laaste werkdag voor Vrydag.

(2) Alle verskuldigde besoldiging moet aan werknemers oorhandig word in verseelde koeverte waarop die naam van die werkgewer 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 werkgewer geen premie vorder of aanneem nie.

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

- (i) Tensy anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van die werk afwesig is behalwe op bevel of versoek van sy werkgewer, 'n aftrekking eweredig met die tydperk van sy afwesigheid bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;
- (ii) met skriftelike toestemming van die werknemer, bedrae vir siekteversekering, pensioen- of ander soortgelyke fondse;
- (iii) bydraes ingevolge artikel 17 van hierdie Ooreenkoms;
- (iv) enige bedrag wat deur 'n werkgewer volgens voorskrif van enige wet, ordonnansie of regsgeding ten behoeve van 'n werknemer betaal moet word;
- (v) met die skriftelike toestemming van sy werknemer, aftrekkings vir die fonds van die vakvereniging ingevolge klousule 31 hiervan;
- (vi) behoudens die bepalinge van klousule 9 en subklousule (2) van klousule 13 hiervan, wanneer die gewone werkure van 'n werknemer verminder word as gevolg van korttyd, 'n aftrekking eweredig met sodanige vermindering.

11. BETALING VIR OORTYD.

(1) Alle tyd gewerk bo die weeklikse of daelikse ure bepaal in klousule 7 (1) van hierdie Ooreenkoms of buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (3) van hierdie Ooreenkoms vertoon moet word, moet as oortyd beskou word en 'n werknemer moet soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:—

- (i) Vir enige tyd na die gewone ophoutyd en tot 10 nm. op enige dag vanaf Maandag tot Vrydag of tot 6 nm. op Saterdag, gewerk teen die skaal van $1\frac{1}{2}$ maal die uurloon van die betrokke werknemer;
- (ii) vir enige tyd tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag of na 6 nm. op Saterdag of enige tyd op Sondag gewerk, teen tweemaal die uurskaal van die betrokke werknemer; met dien verstande dat vir werk op Sondag verrig, die werknemer minstens tweemaal 'n volle dag se loon betaal moet word;

(2) Subject to sub-clause (1) herein, an employer may require or permit an employee to work overtime for a period not exceeding 10 hours in any one week, provided—

No employer shall require or permit a female employee to work overtime:—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year;
- (iv) after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (a) given notice thereof to such employee before midday; or
 - (b) provided such employee with an adequate meal before she has to commence overtime; or
 - (c) paid such employee an allowance of 2s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

9. SHORT TIME.

(1) When it is found necessary to work short time as herein defined, such short time shall as far as is practicable be distributed among the employees in each of the following sections:—

Framemaking, furniture making, machining, polishing, upholstering, veneering and bedding making.

Should it be found necessary to dismiss any of such employees, the employees earning the lowest wages shall be dismissed first 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 two weeks.

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

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

10. PAYMENT OF REMUNERATION.

(1) All remuneration due shall be paid in cash weekly between 4.30 p.m. and 5.0 p.m. on Friday of each week or on termination of employment if this takes place before Friday. Where Friday as a non-working day, payment shall be made on the last working day preceding Friday.

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

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

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

- (i) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (ii) With the written consent of the employee, deductions for sick insurance, pension or other similar funds.
- (iii) Contributions in terms of Clause 18 hereof.
- (iv) Any amount paid by an employer compelled by any law, ordinance, or legal process to make payment on behalf of an employee.
- (v) With the written consent of his employee, deductions to the funds of the trade union in terms of clause 31 hereof.
- (vi) Subject to the provisions of clause 9 and sub-clause (2) of clause 13 hereof, whenever the ordinary hours of work of an employee are reduced on account of short-time, a deduction proportionate to such reduction.

11. PAYMENT FOR OVERTIME.

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) hereof, or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of Clause 7 (3) hereof, shall be regarded as overtime and an employee shall be paid as follows for each hour or part of an hour so worked.

- (i) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and one-half times the hourly rate of the employee concerned.
- (ii) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, or any time worked on Sundays, at double the hourly rate of the employee concerned, provided that for work performed on Sundays the employee shall be paid at least twice a full day's remuneration.

- (iii) vir enige tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag, bo en behalwe die besoldiging verskuldig ten opsigte van elkeen van hierdie dae ingevolge klousule 14 (1) hiervan teen dubbel die uurskaal van die betrokke werknemer.

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

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

13. LEWENSKOSTETOELAE.

(1) Benewens enige besoldiging betaalbaar aan werknemers ingevolge hierdie Ooreenkoms, moet elke werkgewer aan sodanige werknemers lewenskostetoelae van 80 persent van die voorgeskrewe uurloon betaal; met dien verstande dat indien die lewenskostetoelae betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, te eniger tyd 80 persent oorskry, sodanige hoër lewenskostetoelae onmiddellik betaalbaar word aan alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(2) 'n Werknemer moet 'n werknemer die lewenskostetoelae betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op so 'n dag werk as dié werknemer nie vooraf kennis ontvang het dat sy dienste nie op 'n bepaalde werkdag nodig sal wees nie en hy op enige sodanige dag op korttyd geplaas word.

(3) Indien van 'n werknemer vereis word om oortyd te werk, moet hy, benewens die oortydloonskale in klousule 11 hiervan voorgeskryf, 'n lewenskostetoelae ontvang bereken op die voorgeskrewe uurloon vir sodanige tyd gewerk.

14. VAKANSIEDAE.

(1) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag is besoldigde vakansiedae. Elke werknemer moet vir elkeen van hierdie vakansiedae, ondanks die feit dat hulle op 'n Saterdag kan val, betaling ontvang teen die skaal van 8½ maal sy uurskaal afgesien van die feit of die inrigting waar hy in diens is, 'n vyf- of sesdaagse week werk.

(2) Alle inrigtings moet op die volgende tye gesluit word:—

(a) 24 Desember 1960 tot 10 Januarie 1961 (albei dae inbegrepe);

(b) 24 Desember 1961 tot 10 Januarie 1962 (albei dae inbegrepe);

en gedurende sodanige geslote tydperke mag geen werk hoege-naamd verrig word nie.

(3) (i) 'n Fonds bekend as die Vakansiefonds word hierby gestig.

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

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

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

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

(v) Die Vakansiefonds moet aangewend word om tussen die 8ste en 23ste Desember die bedrag wat die werkgewer ten opsigte van sodanige werknemers bygedra het gedurende die jaar wat eindig op die eerste betaaldag wat in November voorkom, aan die werknemers uit te betaal.

(vi) Indien 'n vakleerling 'n vakansiebonus ontvang ingevolge hierdie klousule wat minder is as die besoldiging wat hy sou verdien het as die bedryfsinrigting nie gesluit was nie en hy die gewone werke gedurende genoemde verloftydperk gewerk het, moet sy werkgewer hom, benewens sodanige bonus, 'n bedrag betaal gelyk met die verskil tussen sy genoemde vakansiebonus en die bedrag wat hy sou verdien het in voornoemde omstandig-hede.

- (iii) For any time worked on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, in addition to the remuneration due in respect of each of these days in terms of Clause 14 (1) hereof, at double the hourly rate of the employee concerned.

12. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who at the date of the commencement of this Agreement is receiving a higher wage than the wage prescribed for his class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, subject to the condition that the Council may authorise a reduction of such higher wage to the amount prescribed in this Agreement for such employee.

13. COST OF LIVING ALLOWANCE.

(1) In addition to any remuneration payable to employees in terms of this Agreement, every employer shall pay to such employees a cost of living allowance of 80 per cent of the prescribed hourly wage; provided that should the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time at any time, exceed 80 per cent, such higher cost of living allowance will immediately become payable to all employees for whom wages are prescribed herein.

(2) An employer shall pay to an employee who has not previously been given notice that his services would not be required on a particular work day and is placed on short-time on any such day, the cost of living allowance payable in respect of the period ordinarily worked by him on such day, irrespective of the number of hours worked by him on such day.

(3) Should an employee be required to work overtime, he shall, in addition to the overtime rates prescribed in Clause 11 hereof, receive a cost of living allowance calculated on the prescribed hourly rate for such time worked.

14. HOLIDAYS.

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays. Every employee shall receive payment for each of these holidays, notwithstanding that they may fall on a Saturday, at the rate of 8½ times his hourly rate irrespective of whether the establishment in which he is employed is working a five or six day week.

(2) All establishments shall close as from—

(a) 24th December, 1960, to 10th January, 1961 (both days inclusive).

(b) 24th December, 1961, to 10th January, 1962 (both days inclusive).

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

(3) (i) A Fund to be known as the Holiday Fund is hereby established.

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

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

(iii) Amounts payable in terms of paragraph (i) herein shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement, and shall not be deducted from the remuneration of such employee.

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

(v) The holiday fund shall be utilised for the purpose of distribution to employees between the 8th and 23rd December the amount contributed by the employer in respect of such employees during the year ending on the first pay day occurring in November.

(vi) If an apprentice should receive a holiday bonus in terms of this clause which is less than the remuneration which he would have earned if the establishment had not been closed and he had worked the ordinary hours of work during the said leave period, his employer shall pay him, in addition to such bonus, an amount equal to the difference between his said holiday bonus and the amount which he would have earned in the conditions aforesaid.

(vii) Vakansiebonusse wat vir 'n tydperk van twee jaar vanaf die datum waarop hulle betaalbaar is, nie opgeëis word nie, kom die Raad se fondse toe; met dien verstande dat die Raad enige vakansiebonusse wat gedurende 'n verdere tydperk van drie jaar na sodanige toekenning tot die Raad se fondse geëis word, uit sy fondse moet betaal.

Vir geval die Raad ontbind is of dit opgehou het om te funksioneer ingevolge artikel vier-en-dertig (2) van die Wet gedurende die tydperk waarin hierdie Ooreenkoms bindend is, moet enige gelde wat oorbly na die verdeling ingevolge paragraaf (v) hiervan, betaal word in die algemene fondse van die Raad en behandel word soos bepaal in paragraaf (vi) van subklousule (4) hiervan.

(4) (i) Die Fonds moet deur die Raad geadminestreer word en alle koste aangaan by die administrasie van die Fonds moet deur die Raad vergoed word.

(ii) Alle gelde wat in die Fonds inbetaal word, moet in 'n bankrekening op naam van die Fonds inbetaal word. Alle betalings uit die Fonds moet geskied per tjek op die Fonds se rekening getrek en sulke tjeks moet deur twee persone behoorlik deur die Raad daartoe gemagtig, geteken word.

Gelde tot die Fonds bygedra kan op vaste deposito belê word of op aanvraag by 'n geregistreerde handelsbank of geregistreerde bouvereniging. Rente wat oploopt uit sulke beleggings word geplaas in die krediet van die algemene fondse van die Raad.

(iii) Die Raad moet 'n openbare rekenmeester aanstel om die reëninge van die Fonds te outiteer.

(iv) So spoedig doenlik na 31 Desember in elke jaar moet die Raad 'n rekening opstel van die inkomste en uitgawe van die Fonds vir die voorafgaande 12 maande asook 'n staat wat die Fonds se bate en laste aantoon, wat deur die openbare rekenmeester gesertifiseer moet word en deur die Voorsitter en Sekretaris van die Raad medeonderteken moet word. Die gesertifiseerde rekenings en state en enige verslag deur die openbare rekenmeester moet daarna te insae lê by die kantoor van die Raad en afskrifte daarvan moet binne drie maande vanaf die afloop van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(v) Ingeval hierdie Ooreenkoms verval weens die verloop van tyd of om enige ander rede gestaak word, moet die Fonds deur die Raad geadminestreer word totdat dit of gelikwyder of deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n soortgelyke doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is of in 'n latere ooreenkoms voortgesit word.

(vi) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms van krag is, ontbind word of ophou om te funksioneer ooreenkomstig die bepalings van subartikel (2) van artikel vier-en-dertig van die Wet, moet die Raad aanhou om die Fonds te administreer, en die lede van sodanige Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir sodanige doeleindes; met dien verstande egter dat enige vakatures wat in sodanige Raad ontstaan, deur die Registrateur uit werkgewers en werknemers in die Meubelnywerheid, Natal, geval kan word ten einde 'n gelyke getal werkgewers- en werknemersvertegenwoordigers en hul plaasvervangers in die ledetal van die Raad te verseker. Ingeval die Raad nie in staat is nie of onwillig is om sy pligte na te kom of ingeval 'n dooie punt bereik word wat, na die mening van die Registrateur, die administrasie van die Fonds onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van sodanige Raad moet uitvoer en wat beklee moet word met al dié bevoegdhede van sodanige Raad wat vir hierdie doel nodig is. By die verstryking van hierdie Ooreenkoms moet die Fonds gelikwyder word soos in paragraaf (c) van hierdie klousule bepaal, en indien die Raad by sodanige verstryking alreeds gelikwyder en sy bates verdeel is, moet die saldo van die Fonds volgens die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(vii) By die likwidasie van die Fonds ingevolge paragraaf (v) hiervan, moet die geld wat na betaling van alle eise, met inbegrip van administrasie- en likwidasiekoste, nog in dié krediet van die Fonds staan, in die algemene fondse van die Raad gestort word.

15. VERSKAFFING VAN GEREEDSKAP.

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

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

16. VRYSTELLINGS.

(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 goeddunke en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

In the event of the Council having been dissolved, or in the event of its having ceased to function in terms of section thirty-four (2) of the Act during the period in which this Agreement is binding, any moneys remaining after the distribution in terms of paragraph (v) herein shall be paid into the general funds of the Council and dealt with as provided for in paragraph (vi) of sub-clause (4) herein.

(4) (i) The Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Fund shall form a charge upon the Council.

(ii) All moneys paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund. All payments from the Fund shall be by cheque, drawn on the Fund's account and such cheques shall be signed by two persons duly authorised by the Council.

Moneys contributed to the fund may be invested on fixed deposits or on call with a registered commercial bank or registered building society. Interest accruing from such investment shall be credited to the general funds of the Council.

(iii) The Council shall appoint a public accountant for the purpose of auditing the accounts of the Fund.

(iv) As soon as possible after the 31st December in each year, the Council shall prepare an account of the revenue and expenditure of the Fund for the preceding 12 months and a statement showing the Funds assets and liabilities, which shall be certified by the public accountant and countersigned by the Chairman and Secretary of the Council. The certified accounts and statements and any report by the public accountant shall thereafter lie for inspection at the office of the Council and copies thereof, shall, within three months of the close of the period covered thereby, be transmitted to the Secretary for Labour, Pretoria.

(v) 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 or continued in a subsequent agreement negotiated within a period of twelve months from the date of expiry of this Agreement.

(vi) 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 or such other persons as the Registrar may designate in terms of section thirty-four (2) of the Act, 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 Registrar from employers and employees in the Furniture Manufacturing Industry, Natal, 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 Registrar, 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 the Agreement, the Fund shall be liquidated in the manner set forth in paragraph (vii) 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.

(vii) Upon liquidation of the Fund in terms of paragraph (v) herein, 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.

15. PROVISION OF TOOLS.

Cabinetmakers' benches, cramps, handscrows, 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 submit when required, an inventory of the tools in his possession, and such information as may be required from time to time by the insurers in respect of the said tools.

16. EXEMPTIONS.

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

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

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

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

(4) Die Sekretaris van die Raad moet—

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

17. LEERLINGSKAPSERTIKATE.

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

18. UITGAWES VAN DIE RAAD.

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

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

19. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

- (i) Naam voluit (ingeval die besigheid 'n maatskappy of vennootskap is, moet die naam van die verantwoordelike bestuurder en/of vennote voluit verstrek word).
- (ii) Adres waar die besigheid gedryf word en die woonadresse van die persone genoem in paragraaf (i) van hierdie artikel.
- (iii) Ambag of ambagte wat hy in die Nywerheid beoefen.
- (iv) 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 drijf, 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 14 dae na sodanige wysiging geskied.

20. WERKENDE EIENAARS EN VENNOTE.

Alle werkende eienaars en/of vennote moet die erkende werke ingevolge klousule 7 (1) van hierdie Ooreenkoms bepaal, nakom.

21. VERTONING VAN OOREENKOMS.

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

22. 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.

23. VERTEENWOORDIGERS VAN VAKVERENIGING OF DIE RAAD.

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

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

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

(4) The Secretary of the Council shall—

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

17. LEARNERSHIP CERTIFICATES.

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

18. EXPENSES OF THE COUNCIL.

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

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

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

- (i) Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished).
- (ii) Address where the business is carried on, and the residential address of the persons referred to in paragraph (i) herein.
- (iii) Trade or trades carried on by him in the Industry.
- (iv) Names of his employees and occupation in which they are employed.

(2) Where the employer is a partnership, information in accordance with sub-clause (1) herein 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) herein and such notification shall be given within 14 days of such alteration.

20. WORKING PROPRIETORS AND PARTNERS.

All working proprietors and/or partners shall observe the hours of work specified in terms of clause 7 (1) hereof.

21. EXHIBITION OF AGREEMENT.

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

22. KEEPING OF RECORDS.

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

23. TRADE UNION REPRESENTATIVES OF THE COUNCIL.

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

24. TOEPASSING VAN OOREENKOMS.

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

25. 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—

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

26. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Lede van die vakvereniging stem in om slegs van lede van die werkgewersorganisasie werk aan te neem, en lede van die werkgewersorganisasie stem in om slegs lede van vakverenigings in diens te neem; met dien verstande dat 'n lid van die werkgewersorganisasie enige ander werknemers in diens mag neem wat nie as lede van die vakvereniging aangeneem kan word nie.

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

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

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

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

(5) Die bepalings van hierdie klousule is nie van toepassing ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika 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.

27. LONE.

(1) Behoudens die bepalings van klousule 10 hiervan, mag geen werkgewer laer lone betaal en mag geen werknemer laer lone aanvaar as dié wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf is nie.

(2) Die weekloon van 'n kantoorwerknemer word bereken deur sy maandloon deur vier en een-derde te deel.

28. INDIENSNEMING VAN MINDERJARIGES.

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

29. LEERLINGE.

(1) Geen werkgewer mag enige werknemer as leerling in diens neem nie, tensy dié werknemer in besit is van 'n sertifikaat 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 Aanhangsel C. Die koste van die mediese ondersoek moet deur die Raad gedra word.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk, 'n sertifikaat uitreik waarin vermeld word die naam van die werknemer, ouderdom, klas werk waarin hy in diens geneem word, minimum loon aan hom betaalbaar, die naam van die werkgewer en die tydperk waarvoor die toestemming geldig is.

24. 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.

25. AGENTS.

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

The Agent shall have the right to—

- (i) enter, inspect and examine any premises in which the Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
 - (ii) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee who he finds in or about the premises or place and require such employees to answer the questions put;
 - (iii) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect and copy the same;
 - (iv) require the production of and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remuneration paid to each employee.
- (2) The agent, when entering, inspecting or examining any such premises or place may take with him an interpreter.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

26. EMPLOYMENT OF TRADE UNION LABOUR.

(1) Members of the trade union agree to accept employment with members of the employers' organisation only and members of the employers' organisation agree to employ members of the trade union only; provided that a member of the employers' organisation may employ any other employees who are not eligible for membership of the trade union.

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

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

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

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

27. WAGES.

(1) Subject to the provisions of clause 10 hereof, no employer shall pay and no employee shall accept wages lower than those prescribed in Schedule "A" of this Agreement.

(2) The weekly wage of an office employee shall be calculated by dividing his monthly wage by four and one-third.

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 Council.

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, class of work in which he is to be engaged, minimum wage payable to him, the name of the employer and the period for which the permission shall be effective.

(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, moet die duur van al sy vorige diens in die Nywerheid na die goeddunke van die Raad in aanmerking geneem word.

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

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

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

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

- (a) Glipsteekwerk, stik en innemkaarsit van oortreкке, klappe, kussings, koorde, gordynvalle, peule of gordyne;
- (b) die uitsny van matrasslope en -oortreksels en bedkussings.

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

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

- (b) Een leerling vir elke drie volwasse werknemers in diens in die werksaamhede bepaal in klousules (XI) (i) en (XIII) (i) van Bylae A van dié Ooreenkoms.

- (c) Een meerderjarige leerling vir elke drie vakmanstofferders wanneer hulle ateljeerusbanke maak.

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

(8) 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.

(9) Leerlinge word nie toegestaan aan inrigtings wat nie vir 'n ononderbroke tydperk van twaalf maande bestaan het nie of ten opsigte waarvan die Raad goeie en voldoende rede het om te glo dat onvoldoende opleidingsfasiliteite bestaan vir die opleiding van 'n leerling.

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

(b) Die leerlingtydperk vir die klas werk wat in paragrawe (ii) en (iii) van subklousule (6) hiervan genoem word, moet twee jaar duur.

30. VOOR- EN NAMIDDAGPOUSE.

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

31. LEDEGELDE AAN DIE VAKVERENIGING.

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

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

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

33. VERMINDERING VAN LONE.

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

(2) Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag van geen werknemer as deel van sy dienskontrak vereis word om by sy werkgewer of by enige plek aangewys deur sy werkgewer, te looier of in te woon, of om enige goedere van sy werkgewer te koop of enige eiendom van hom te huur nie.

34. BEÏNDIGING VAN DIENSKONTRAK.

(1) 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.

(2) Ondanks die bepaling van subklousule (1) van hierdie klousule kan 'n werkgewer en 'n werknemer ooreenkom om voorsiening te maak vir 'n langer tydperk van kennisgewing as een uur; en mits sodanige ooreenkoms op skrif is, is versuim om sodanige reëling na te kom 'n oortreding van hierdie klousule.

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

(5) In determining the minimum wage payable to a learner, any previous experience in the industry may in the discretion of the Council be taken into consideration.

(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 operations in respect of which learnerships in bedding making shall be granted are—

- (a) the weaving of spring wire mesh;
- (b) the making of mattresses.

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

- (a) slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains;
- (b) the cutting of mattress cases and covers and pillows.

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

- (a) Two learners to every five employees in receipt of the wage specified in clauses (I) (i), (II), (III), (IV) (i), (V) (i), (VI) (i), (VII), (VIII), (IX) (i) of Schedule A to this Agreement.

- (b) One learner to every three adult employees in receipt of the wages specified in clauses (XI) (i) and (XIII) (i) of Schedule A to this Agreement.

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

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

(8) The Council shall have the right, when it is satisfied the proper facilities for training is not provided, or for any other good and sufficient reason, after one week's notice, in writing, has been given to the employer and the employee, withdraw any certificate issued in terms of this clause whether or not the period for which permission was granted has expired.

(9) Learners shall not be granted to establishments which have not been in existence for a consecutive period of twelve months or which the Council has good and sufficient reason to believe have inadequate facilities for training a learner.

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

(b) The period of learnership for the classes of work referred to in paragraphs (ii) and (iii) of sub-clause (6) herein, 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 THE TRADE UNION.

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

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION.

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

33. ABATEMENT OF WAGES.

(1) No employee shall, while in the employ of an employer, give to, and no such 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 remuneration which must in terms of this Agreement be paid to such employee.

(2) Save as is provided in the Native (Urban Areas) Consolidation Act, 1945, 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 CONTRACT OF EMPLOYMENT.

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

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

(3) 'n Werkgewer of werknemer kan die dienskontrak beëindig sonder kennisgewing deur aan die werknemer te betaal, of aan die werkgewer te betaal of te verbeur, na gelang van die geval, in plaas van kennisgewing, 'n bedrag gelyk met minstens die loon vir een uur of vir so 'n langer tydperk as waaroor die werkgewer en sy werknemer ingevolge subklousule (2) hiervan ooreengekom het.

(4) Die kennisgewing in subklousules (1) en (2) hiervan genoem, moet nie saamval nie met—

- (a) enige tydperk van militêre opleiding;
- (b) die vakansietydperk in klousule 14 (2) van die Ooreenkoms genoem;
- (c) enige tydperk van siekte van hoogstens een week in enige jaar.

35. VERBOD OP INDIENSNEMING.

Daar sal nie beskou 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 sal 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.

36. INDIENSNEMING VAN HANDSKUURDERS, BEITSERS EN/OF TAPKLOPPERS.

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

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

37. BASIS VAN BESOLDIGING.

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

38. UURSKAAL.

Vir alle werk deur werknemers verrig, moet teen 'n uurskaal betaal word wat in klousule 3 hiervan omskryf word.

39. ULTRA VIRES.

As enige bepaling van hierdie Ooreenkoms deur enige bevoegde geregshof as *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms as die Ooreenkoms geag en bly van krag solank hierdie Ooreenkoms in werking is.

40. MOTORVOERTUIGBESTUURERS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende bepalings van toepassing op motorvoertuigbestuurders in die gebiede wat in klousule 1 van hierdie Ooreenkoms vermeld word:—

A. Woordomskrywings.

Bo en behalwe die woordomskrywings in klousule 3 van hierdie Ooreenkoms vervat en tensy die teenoorgestelde bedoeling blyk, is die volgende woordomskrywings op motorvoertuigbestuurders van toepassing:—

- „Los werknemer”, die bestuurder van 'n motorvoertuig wat op hoogstens twee dae in enige week by dieselfde werkgewer in diens is;
- „noodsaaklike dienste”, enige werk wat weens oorsake soos bv. brand, storm, ongeluk, gewelddaad of diefstal, sonder versuim gedoen moet word, en enige werk wat nodig is in verband met die vervoer van masjinerie om enige ernstige ontwrigting in enige bedryf te voorkom, of vervoer vir die doeleindes van nasionale verdediging of polisiedienste;
- „werkure”, alle tydperke waarin daar bestuur word en enige tyd wat die bestuurder bestee aan ander werk in verband met die motorvoertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te werk as dit van hom vereis word;
- „motorvoertuig”, 'n voertuig wat gebruik word vir die vervoer van goedere en wat op 'n ander wyse aangedryf word as deur mense- of dierekrag, en omvat 'n trekker en voorhaker;
- „loonvrag”, die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ingevolge enige motortransportsertifikaat of vrystellingssertifikaat wat ten opsigte van sodanige voertuig uitgereik is deur die Sentrale Padvervoerraad of enige plaaslike vervoerraad kragtens die bepalings van die Motortransportwet, 1930, of ingevolge 'n sertifikaat van geskiktheid wat ten opsigte van sodanige voertuig uitgereik is deur enige plaaslike owerheid, watter een van die netto dravermoë of netto vrag ook al die grootste mag wees;
- „stukwerk” of „taakwerk”, enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer is op die gewig, volume of getal artikels of goedere wat vervoer is of op die getal ritte onderneem of op die mylafstand wat afgeleë is;

(3) An employer or employee may terminate the contract of employment without notice by paying to the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice an amount equal to not less than the wages for one hour or for such longer period as agreed upon by the employer and his employee in terms of sub-clause (2) herein.

(4) The notice referred to in sub-clause (1) and (2) herein, shall not run concurrently with—

- (a) any period of military training;
- (b) the holiday period referred to in clause 14 (2) of the Agreement;
- (c) any period of illness not exceeding one week in any one year.

35. PROHIBITED EMPLOYMENT.

Subject to the provisions of section 83 of the Act, no provision in this Agreement which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited.

36. EMPLOYMENT OF HAND SANDPAPERERS, STAINERS AND DOWEL KNOCKERS.

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

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

37. BASIS OF PAYMENT.

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

38. HOURLY RATE.

All work performed by employees shall be paid for at an hourly rate as defined in clause 3 hereof.

39. ULTRA VIRES.

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

40. DRIVERS OF MOTOR VEHICLES.

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles whether employed on a casual or weekly basis in the areas specified in clause 1 of this Agreement:—

A. Definitions.

In addition to the definitions contained in clause 3 of this Agreement and unless the contrary intention appears, the following definitions shall apply to drivers of motor vehicles:—

- “Casual employee” means a driver of a motor vehicle who is employed by the same employer on not more than two days in any week;
- “driver of motor vehicle” means an employee who is engaged in driving a motor vehicle as defined herein.
- “essential services” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade, or transportation for the purpose of national defence or police services;
- “hours of work” include all periods of driving and any time spent by the driver on other work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required;
- “motor vehicle” means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a tractor and a mechanical horse;
- “pay-load” means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or, by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net carrying capacity or net load may be the greater;
- “piece-work” or “task-work” means any system under which an employee's remuneration is based on the weight, volume or number of articles or goods conveyed or on the number of journeys undertaken or on the mileage covered;

„sleepwa”, 'n vervoermiddel wat aan 'n voertuig gekoppel is of daardeur getrek word, maar omvat nie die eerste vervoermiddel wat aan 'n trekker of aan 'n voertuig wat as 'n „voorhaker” bekend staan gekoppel is of daardeur getrek word nie;
„weeklikse werknemer”, 'n werknemer wat by die week in diens geneem word.

B. Besoldiging.

(1) Geen werkgewer moet lone wat laer is as dié wat voorgeskryf is vir onderstaande klasse werknemers betaal nie en geen werknemer moet dit aanneem nie:—

(a) Bestuurder van 'n motorvoertuig, uitgesonderd dié wat deur stoom aangedryf word, om 'n loonvrag met die volgende gewig te trek of te dra:—

Per week.

	£	s.	d.
(i) minder as 6,000 lb.	4	0	0
(ii) 6,000 lb. tot en met 10,000 lb.	4	5	0
(iii) meer as 10,000 lb. en tot en met 14,000 lb.	5	0	0
(iv) meer as 14,000 lb.	6	0	0

(b) Bestuurder van stoomaangedrewe voertuig 6 0 0

(c) 'n Los werknemer wat 'n voertuig, uitgesonderd 'n stoomaangedrewe voertuig bestuur wat gemagtig is om 'n loonvrag van die volgende gewig te dra of te trek:—

Per dag.

	£	s.	d.
(i) Minder as 6,000 lb.	0	16	0
(ii) 6,000 lb. en tot en met 10,000 lb.	0	17	0
(iii) meer as 10,000 lb. en tot en met 14,000 lb.	1	0	0
(iv) meer as 14,000 lb.	1	4	0

(d) Los werknemer wat 'n stoomaangedrewe voertuig bestuur 1 4 0

(2) *Sleepwaens*.—'n Werknemer wat 'n voertuig bestuur waaraan een of meer as een sleepwa gekoppel is, moet bo en behalwe die besoldiging op hom van toepassing ingevolge hierdie klousule, minstens twee sjelings en ses pennies per dag vir elke sleepwa ontvang met 'n maksimum van tien sjelings in enige week.

(3) *Differensiële skale*.—Die bepaling van klousule 32 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op bestuurders van voertuie; met dien verstande dat die besoldiging betaalbaar aan 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van enige enkele dag nie minder mag wees nie as een sesde van die weeklikse besoldiging wat hierin voorgeskryf is.

(4) *Verblyftoelae*.—Wanneer die werk van 'n werknemer hom ook al verhoinder om na sy huis terug te keer vir sy nagrus, moet daar aan hom minstens die volgende verblyftoelae betaal word:—

s. d.

(a) Waar dit vir die werknemer nodig is om 'n aandete en 'n slaapplek te verkry.	12	6
(b) Waar dit vir die werknemer nodig is om 'n aandete, slaapplek en ontbyt te verkry	15	0
(c) Waar dit vir die werknemer nodig is om 'n slaapplek, onkthyt, middag- en aandete te verkry	17	6

C. Betaling van besoldiging.

Die bepaling van klousule 10 is van toepassing; met dien verstande dat 'n los werknemer sy besoldiging in kontant moet ontvang by diensbeëindiging.

D. Werkure.

(1) Die gewone werkure van 'n werknemer moet nie dié in klousule 7 hiervan voorgeskryf, oorskry nie.

(2) *Maaltydure*.—Aan 'n werknemer moet een uur toegestaan word vir 'n maaltyd na vyf uur se werk, waartydens geen werk verrig moet word nie; met dien verstande dat indien 'n werkgewer van sy werknemer vereis om meer as een uur vir 'n maaltyd te neem, alle tyd bo en behalwe een uur as deel van die gewone werkure geag moet word.

(3) *Werkure moet opeenvolgend wees*.—Behoudens die bepaling van subklousule (2) moet alle werkure op enige dag opeenvolgend wees.

E. Oortyd.

(1) Alle ure gewerk bo en behalwe die weeklikse of daaglikse getal gewone ure wat in klousule 7 voorgeskryf word, moet as oortyd geag word.

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

- (a) twee uur op enige dag;
- (b) nege uur in enige week nie.

(3) *Noodsaaklike dienste*.—Die bepaling van subklousule (2) is nie van toepassing gedurende die verrigting van noodsaaklike dienste nie.

F. Betaling vir oortyd.

(1) 'n Werknemer wat oortyd werk, moet ooreenkomstig klousule 11 hiervan besoldig word.

(2) *Betaling vir noodsaaklike dienste*.—Aan 'n werknemer wat noodsaaklike dienste verrig, moet ten opsigte van elke uur of gedeelte van 'n uur oortyd bo en behalwe die beperking in subklousule (2) van klousule E vermeld, minstens die volgende betaal word:—

- (a) In die geval van 'n weeklikse werknemer, dubbel die weeklikse besoldiging voorgeskryf in klousule B (1) (a) en (b), verdeel deur vier-en-veertig;
- (b) in die geval van 'n los werknemer, dubbel die besoldiging voorgeskryf in klousule B (1) (c) en (d), verdeel deur nege.

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

„weekly employee” means an employee who is employed by the week.

B. Remuneration.

(1) No employer shall pay and no employee shall accept wages lower than those prescribed for the undermentioned classes of employees:—

(a) Driver of a motor vehicle, other than steam propelled, authorised to carry or haul a pay-load of:

Per Week.

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

(b) Driver of steam propelled vehicle 6 0 0

(c) A casual employee driving a motor vehicle, other than steam propelled, authorised to carry or haul a pay-load of:—

Per Day.

	£	s.	d.
(i) under 6,000 lb.	0	16	0
(ii) 6,000 lb. and up to and including 10,000 lb.	0	17	0
(iii) over 10,000 lb. and up to and including 14,000 lb.	1	0	0
(iv) over 14,000 lb.	1	4	0

(d) Casual employee driving a Steam propelled vehicle 1 4 0

(2) *Trailers*.—An employee who drives a vehicle to which there is attached one or more trailers shall be paid in addition to the remuneration applicable to him in terms of this clause, not less than two shillings and sixpence per day for each trailer with a maximum of ten shillings in any week.

(3) *Differential Rates*.—The provisions of clause 32 hereof, shall apply *mutatis mutandis* to employees who drive motor vehicles, provided the remuneration payable to an employee, other than a casual employee, in respect of any one day shall be not less than one-sixth of the weekly remuneration prescribed herein.

(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 a subsistence allowance of not less than—

s. d.

(a) where it is necessary for the employee to obtain an evening meal and a bed	12	6
(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast	15	0
(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal	17	6

C. Payment of Remuneration.

The provisions of clause 10 shall apply; provided that a casual employee shall be paid his remuneration in cash on termination of employment.

D. Hours of Work.

(1) The ordinary hours of work of an employee shall not exceed those prescribed in clause 7 hereof.

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

(3) *Hours of Work to be Consecutive*.—Subject to the provisions of sub-clause (2) herein, all hours of work on any day shall be consecutive.

E. Overtime.

(1) All hours worked in excess of the weekly or daily number of ordinary hours prescribed in clause 7 hereof, shall be deemed to be overtime.

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

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

(3) *Essential Services*.—The provisions of sub-clause (2) shall not apply during the performance of essential services.

F. Payment for Overtime.

(1) An employee who works overtime shall be paid in accordance with clause 11 hereof.

(2) *Payment for Essential Services*.—An employee engaged on essential services shall be paid, in respect of each hour or part thereof of overtime in excess of the limitation referred to in sub-clause (2) of clause E, not less than—

- (a) in the case of a weekly employee, double the weekly remuneration prescribed in clause B (1) (a) and (b) divided by forty four.
- (b) in the case of a casual employee, double the remuneration prescribed in clause B (1) (c) and (d) divided by nine.

G. Rustydperke.

'n Werkgewer moet aan 'n werknemer, uitgesonderd 'n werknemer wat in klousule E (3) vermeld word, die volgende toestaan:—

- (a) Minstens twaalf agtereenvolgende ure rustyd in enige tydperk van vier-en-twintig uur, bereken vanaf die tydstop waarop die werknemer op enige dag met sy werk begin;
- (b) een volle dag vir rus in elke sewe opeenvolgende dae.

H. Vakansie.

Die bepalings van klousule 14 van hierdie Ooreenkoms is van toepassing op motorvoertuigbestuurders; met dien verstande dat in die geval van los werknemers die werkgewer aan sodanige werknemer verlofbetaling moet betaal teen die skaal van 8 persent van die besoldiging wat hy gedurende sy diens verdien het.

J. Siekieverlof.

(1) 'n Werknemer wat drie jaar diens by dieselfde werkgewer voltooi het en wat weens siekte of ongeluk van sy werk afwesig is, uitgesonderd 'n ongeluk wat kragtens die Ongevallewet, 1941, soos gewysig, vergoedbaar is, en wat nie veroorsaak is deur die werknemer se eie nalatigheid of wangedrag nie, moet siekieverlof ontvang van altesaam hoogstens ses werkdade in enige enkele jaar diens en moet ten opsigte van elke dag 'n bedrag van minstens een-sesde van die weekloon ontvang wat hy onmiddellik voor die datum van sodanige verlof ontvang het; met dien verstande dat 'n werkgewer van sy werknemer kan vereis om 'n doktersertifikaat in te handig ten opsigte van enige afwesigheid van meer as twee dae ter stawing van sodanige ongeluk of siekte.

(2) Vir die toepassing van hierdie klousule, word dit geag dat die uitdrukking „diens” die volgende omvat:—

- (a) Enige tydperk van militêre opleiding;
- (b) die vakansietydperk in klousule 14 (2) van die Ooreenkoms genoem;
- (c) enige tydperk waartydens 'n werknemer afwesig is op bevel of versoek van sy werkgewer,

wat altesaam in enige jaar hoogstens drie weke beloop ten opsigte van items (b) en (c), plus die tydperk van enige opleiding in (a) genoem, wat in dié jaar ondergaan word.

K. Uniforms.

'n Werkgewer wat sy werknemer verplig om 'n uniform te dra, moet dit verskaf, was en stryk en skoonmaak sonder enige vergoeding en dit bly die eiendom van die werkgewer.

L. Dienssertifikaat.

'n Werkgewer moet by die beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat verskaf met die volle naam van die werkgewer en die werknemer daarop, die datum waarop die dienskontrak begin het, die datum van die beëindiging daarvan en die skaal van besoldiging ten tyde van sodanige beëindiging.

M. Logboek.

(1) Elke werkgewer moet vir die gebruik van elke werknemer 'n logboek verskaf met duplikaatfolio's wat so na as prakties moontlik die volgende vorm moet aanneem:—

Daaglikse Log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Soort voertuig en gemagtigde loonvrag.....
 Getal sleepwaens aan voertuig gekoppel.....
 Hoe laat begin werk.....
 Getal gewone ure gewerk.....
 Etensuur (ure) vanaf.....vm./nm. tot.....vm./nm.
 Onklaarrakings, ongelukke en/of ander vertragsings.....

Handtekening van bestuurder.....

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

(2) Elke werknemer moet, nadat die logboek in subklousule (1) vermeld aan hom verskaf is, tensy hy deur siekte of ander onvermydelike rede daartoe verhinder is, hierdie daaglikse logboek in duplikaat byhou so na as prakties moontlik in die voorgeskrewe vorm, ten opsigte van elke dag se werk, en moet binne vier-en-twintig uur vanaf die voltooiing van die dag se werk waarop dit betrekking het 'n afskrif daarvan wat in duplikaat ingevul is, aan sy werkgewer oorhandig.

(3) Elke werkgewer moet die ingevulde afskrif van die daaglikse log vir 'n tydperk van drie jaar bewaar vanaf die datum waarop dit ingevul is.

N. Toepassing.

Die bepalings van klousules 5, 9, 15, 17, 23, 26, 29, 31, 36 en 38 van hierdie Ooreenkoms is nie op motorvoertuigbestuurders van toepassing nie.

G. Rest Periods.

An employer shall give an employee, other than an employee referred to in clause E (3)—

- (a) at least twelve consecutive hours for rest in any period of twenty-four hours calculated from the time the employee commences work on any day.
- (b) one complete day for rest in every seven consecutive days.

H. Holidays.

The provisions of clause 14 hereof, shall apply to Motor Vehicle Drivers, provided that in the case of casual employees the employer shall pay to such employee on termination of his employment leave pay at the rate of 8 per cent of the remuneration earned by him during his employment.

J. Sick Leave.

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

(2) For the purpose of this clause, the expression "employment" shall be deemed to include—

- (a) any period of military training;
- (b) the holiday period referred to in clause 14 (2) of the Agreement;
- (c) any period during which an employee is absent on the instructions or at the request of the employer, amounting to in the aggregate in any year to not more than three weeks in respect of items (b) and (c) plus the period of any training referred to in (a) undergone in that year.

K. Uniforms.

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

L. Certificate of Service.

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

M. Log Book.

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

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

Signature of Driver.....

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

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

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

N. Application.

The provisions of clauses 5, 9, 15, 17, 23, 26, 29, 31, 36 and 38 of this Agreement shall not apply to drivers of motor vehicles.

BYLAE A.

LONE.

Die lone wat vir die ondergenoemde werksaamhede voorgeskryf is, is van toepassing op Gebiede A en B ingevolge klousule 27 van die Ooreenkoms:—

		Per week.			
		Gebied A.		Gebied B.	
		£	s. d.	£	s. d.
(I)	(i) <i>Meubels maak</i> , wat enige werksaamheid of proses in die vervaardiging en/of inmeekaarsit van meubels beteken, hetsy in die geheel of gedeeltelik, met die hand, met handgereedskap of meganiese toestelle gedoen, maar nie die werksaamhede omvat wat in subartikel (ii) van hierdie artikel genoem word nie..	7	0 0	6	0 0
	(ii) <i>Diverse werksaamhede in verband met meubels maak</i> :—				
	(a) Vasbout en styf vasdraai van moere, uitgesonderd handvatsels wat daaraan vas is.....	3	0 0	3	0 0
	(b) Maak en/of skerpmaak van houttappenne met die hand en/of masjien.....	2	10 0	2	6 0
	(c) Houttappenne met die hand inslaan.....	2	10 0	2	6 0
	(d) Skuurpapierbewerking met die hand afgesien daarvan of die artikel wat geskuur word, stilstaan of draai.....	2	10 0	2	6 0
	(e) Soliede hout met die hand of met 'n meganiese proses buig.....	2	10 0	2	6 0
	(f) Mowwe vir wietletjies slaan.....	2	10 0	2	6 0
	(g) Gate of barste in meubels met houtvulsel of soortgelyke middels vul.....	2	10 0	2	6 0
	(h) Bedysters, hoepels en wietletjies inmeekaarsit.....	2	10 0	2	6 0
	(i) Lym van meubels verwyder.....	2	0 0	1	15 0
	(j) Lym meng, weeg en berei.....	2	0 0	1	15 0
	(k) Die aansit van lym en lymhardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmeekaarsit van meubelonderdele.....	2	0 0	1	15 0
	(l) Met klampwerk help, mits nie meer as een assistent deur 'n vakman gebruik word nie.....	2	0 0	1	15 0
(II)	<i>In bestek bring</i> , wat beteken die bereiding van 'n plan om meubels te vervaardig, deur middel van 'n stang, of ander geskikte materiaal, waarop alle of enigen van die afmetings van die artikel wat vervaardig moet word, afgemerk is.....	7	0 0	6	0 0
(III)	<i>Afmerk</i> , wat beteken die merk of skryf van meubelstukke of in die geheel of gedeeltelik volgens afmetings deur middel van duimstok, meetstok, reiplank, leipatroon, stelmasjien, of enige ander toestel, vir die doel om masjienwerk, pas of inmeekaarsit, te doen.....	7	0 0	6	0 0
(IV)	(i) <i>Masjienbewerking van meubels</i> , wat beteken enige werksaamheid of proses verrig deur enige soort of klas masjien by die vervaardiging van meubels te gebruik, hetsy in die geheel of gedeeltelik, maar wat die werksaamhede uitsluit wat in subklousule (ii) van hierdie klousule genoem word.....	7	0 0	6	0 0
	(ii) <i>Diverse masjienbewerkings van meubels</i> :—				
	(a) Enkeldromskuurder oprig en bedien, oopbandskuurder, oopskyfskuurder, tolskuurder.....	4	12 6	4	0 0
	(b) Gate boor.....	4	12 6	4	2 6
	(c) Lugge vulde skuurder en draagbare skuurder bedien.....	3	0 0	2	12 0
	(d) Skuurpapierrolle of -skywe en -bande vir oopbandskuurder maak en las.....	2	0 0	1	15 0
	(e) Herhalingsafmerk met leipatroon of patroon.....	2	0 0	1	15 0
(V)	(i) <i>Meubels poleer</i> , wat beteken enige werksaamheid of proses met die hand of meganiese toestel verrig in die totstandbring van 'n gepoleerde en/of afgewerkte oppervlakte, deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, enemmel, kleurstof, 'n pasta wat as 'n skuurmiddel werk en/of poleermiddel, of albei, of soortgelyke stowwe, en dit omvat die greineer en pas van kleure van alle soorte en klasse meubels, maar wat die werksaamhede genoem in subklousule (ii) van dié klousule uitsluit..	7	0 0	6	0 0
	(ii) <i>Diverse poleerwerksaamhede</i> :—				
	(a) Aansit van was.....	2	10 0	2	6 0
	(b) Die verf en/of vul van rande van lamelbord en/of laaghout om 'n oppervlakte vir poleerwerk te berei en/of lakverniswerk en/of greinwerk en/of pas van kleure.....	2	10 0	2	6 0
	(c) Die verwydering van deure en toebehore ter bereiding vir poleerwerk.....	2	10 0	2	6 0
	(d) Met gips of ander vulmateriaal vul.....	2	10 0	2	6 0
	(e) Handskuurwerk.....	2	10 0	2	6 0
	(f) Meubels met sure of enige ander bleikmiddel bleik.....	2	10 0	2	6 0
	(g) Stroop.....	2	10 0	2	6 0
	(h) Beits, vul, olie en/of met die hand alleen hernuwe.....	2	10 0	2	6 0
	(i) Metaal bespuit.....	2	10 0	2	6 0
	(j) Materiale deursyg.....	2	0 0	1	15 0
	(k) Spuittoestelle skoonmaak.....	2	0 0	1	15 0
(VI)	(i) <i>Meubels stoffeer</i> , wat enige werksaamheid of proses beteken by die bedekking van enige soort meubel, of in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit omvat o.a. die sny van alle oortreksels en los oortreksels, stik en/of met die hand las of met meganiese toestel, vlegwerk wat omvat die in posisie plaas van vlegwerk en plaasvervangers behalwe hout- of metaallatte en dwarsstawe, vul, rottang vleg, bedek, knope aanwerk, ryg, stapel, stutwerk en stoppels, een hede aan rame heg, maar wat die werksaamhede genoem in subklousule (ii) van dié klousule uitsluit.....	7	0 0	6	0 0
	(ii) <i>Diverse stoffeerwerksaamhede i.v.m. meubels</i> :—				
	(a) Vlegwerk en plaasvervangers, uitgesonderd hout- metaallatte en dwarsstawe, in posisie plaas..	7	0 0	6	0 0
	(b) Eenhede aan rame heg, uitgesonderd aan bedrame.....	7	0 0	6	0 0
	(c) Hout- en metaallatte en dwarsstawe aan rame in posisie plaas.....	5	0 0	4	5 0
	(d) Kussings met veerbinnewerk en/of veereenhede vul.....	5	0 0	4	5 0
	(e) Klaarvervaardigde rottangmatte aansit.....	4	12 6	4	0 0
	(f) Met die hand of masjien klossies maak.....	4	10 0	4	0 0
	(g) Deurvlegte kussinkies aan veereenhede of met die hand of masjien, heg, stik of stapel.....	4	10 0	3	15 0
	(h) Vulmateriaal op 'n veereenheid spreid.....	4	10 0	3	15 0
	(i) Riempiewerk.....	2	10 0	2	6 0
	(j) Spiraalvere, nie-sak, sigsag, en/of ketting en/of hoepelyster of ander dergelyke materiaal vas- haak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir 'n bedvoetstuk of ateljee-rusbank.....	2	10 0	2	6 0
	(k) 'n Doekspreimasjien laai, stoot en bedien.....	2	10 0	2	7 4
	(l) Klapperhaar of ander materiale met die hand uitpluis.....	2	0 0	1	15 0
	(m) Vulmateriaal in touvorm losdraai.....	2	0 0	1	15 0
	(n) Bandwerk met stoffeerders se kraallyste.....	2	0 0	1	15 0
	(o) Knoppe en klossies maak.....	2	0 0	1	15 0
	(p) Stoffeerder help deur oortreksel vas te hou.....	2	0 0	1	15 0
	(q) Skuimrubber of lateks volgens grootte sny en saamvoeg.....	2	0 0	1	15 0
	(r) Klapperhaar of ander materiaal met 'n masjien uitpluis.....	2	10 0	2	6 0
Vir die toepassing van hierdie klousule en klousules (XI) en (XV) beteken 'n veereenheid 'n onafhanklike inrigting van spiraalvere of deurlopende vere so onderling verbind, verbonde of vervaardig om 'n veerfondament en/of binnewerk te verskaf vir gebruik in 'n binneveermatras- kussing, sit of enige ander bed- en/of sittoestel.					
(VII)	<i>Meubelsnywerk en/of houtsneewerk</i> , wat enige werksaamheid of proses beteken, of in die geheel of gedeeltelik, gedoen met die hand, handgereedskap of meganiese toestel om 'n vorm, patroon, medaljon of kopie van enige voorwerp te maak waarvan die doel is om enige soort of klas meubels te versier of te verfraai maar met uitsluiting van die ondergenoemde werksaamheid.....	7	0 0	6	0 0
	(i) Agtergrond van houtsneewerk stipfel of pons.....	2	10 0	2	6 0

		Per Week.	
		Gebied A.	Gebied B.
		£ s. d.	£ s. d.
(VIII)	Houtdraaiwerk i.v.m. meubels, wat enige werksaamheid of proses beteken, met die hand of meganiese proses gedoen in die vervaardiging van 'n afgewerkte artikel of onderdeel in verband met meubels van alle soorte	7 0 0	6 0 0
(IX)	(i) Fineer van meubels, wat enige werksaamheid of proses beteken, met die hand of meganiese toestel gedoen, by oorlegwerk van alle soorte meubels en meubelonderdele, of in die geheel of gedeeltelik met fineerwerk maar wat die werksaamhede genoem in subklousule (ii) van dié klousule uitsluit.	7 0 0	6 0 0
	(ii) Diverse fineerwerksaamhede:—		
	(a) Fineer met die hand in posisie plaas.....	2 0 0	1 15 0
	(b) Masjienvoegwerk sonder gombande.....		
	(c) Perse van enige soort bedien.....		
	(d) Vakuumsak en enige soort pers laai en ontlai.....		
	(e) Gom- of ander bande was.....		
	(f) Onderdele na perswerk stapel.....		
	(g) Lym met die hand of masjien spreï.....		
	(h) Lym verwyder.....		
(X)	(i) Leerlinge in diens om die klasse werk te leer genoem in klousules (I) tot en met (IX):—		
	Vir die eerste jaar diens.....	1 10 0	1 10 0
	Vir die tweede jaar diens.....	2 10 0	2 10 0
	Vir die derde jaar diens.....	3 5 0	3 5 0
	Vir die vierde jaar diens.....	4 5 0	4 5 0
	Daarna.....	7 0 0	6 0 0
(XI)	(i) Beddegoedvervaardiging beteken die vervaardiging met die hand of meganiese toestel of 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 materiaal; of enige samestelling van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, vol spiraalvere, maasvere, spiraalvere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, oortrekke, spreie, die aanslaan en/of haak aan springveermatrasse, spiraalvere en spiraalvere aan rame vir beddegoed:—		
	Veermaas weef.....	4 10 0	3 15 0
	Vulsel in matrasslope stop, hetsy met die hand of masjien kante toestik.....		
	Klossies maak, hetsy met die hand of masjien.....		
	'n Randdeurstikmasjien bedien.....		
	'n Masjien vir die deurstik van bokante, bedien.....		
	Rame en rollers vir die masjien wat bokante deurstik, voorberei.....		
	Deurvlegkussinkies aan veereenhede vassit, vasnaat of vaskram, hetsy met die hand of masjien...		
	Deurgestikte matrasrande aan veereenhede vassit.....		
	Vulmateriaal op 'n veereenheid uitsprei.....		
	Matrasbokante vassit, hetsy deurgestik of nie, in die posisie vir die bou van 'n voorafvervaardigde binnekant of binneveermatras.....		
	'n Binneveermatras se rande met band omstik.....		
	Rolrante met die hand of masjien aanbring; maar uitgesonderd die werksaamhede in subklousule (ii) hiervan genoem.....		
	(ii) Diverse werksaamhede i.v.m. beddegoedvervaardiging:—		
	(1) Bostukke, rande en oortreksels uitsny.....	3 10 0	3 1 0
	(2) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasoortreksels, ateljeerus-bankoortrekke en onderdele.....	3 10 0	3 1 0
	(3) Matrashandvatsels aan rande stik.....	3 10 0	3 1 0
	(4) Randlengtes saamvoeg.....	3 10 0	3 1 0
	(5) Die bek van die matras toewerk, met die hand of masjien.....	3 10 0	3 1 0
	(6) Bedkussings, stoelkussings en peule toewerk.....	3 10 0	3 1 0
	(7) Bedmatrasrame met die hand vasbout.....	2 10 0	2 10 0
	(8) Spoel vir 'n randstikwerkmasjien berei.....	2 10 0	2 6 0
	(9) Gestikte rande volgens lengte sny.....	2 10 0	2 6 0
	(10) Gate in matrasrande inslaan.....	2 10 0	2 6 0
	(11) Luggate en handvatsels aan matrasrande aansit.....	2 10 0	2 6 0
	(12) Deurvlegmasjien voer.....	2 10 0	2 6 0
	(13) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	2 10 0	2 6 0
	(14) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....	2 10 0	2 6 0
	(15) Matrasrame beits.....	2 10 0	2 6 0
	(16) Hingsels aan matrasrame heg.....	2 10 0	2 6 0
	(17) 'n Matras aan 'n matrasraam in posisie plaas en heg.....	2 10 0	2 6 0
	(18) Oë aan naalde in drukdeurstikmasjien hang.....	2 10 0	2 6 0
	(19) Doekspreimasjien laai, stoot en bedien.....	2 10 0	2 6 0
	(20) 'n Pluismasjien bedien.....	2 10 0	2 6 0
	(21) 'n Oogmaakmasjien bedien.....	2 10 0	2 6 0
	(22) Oë aan knope of klossies heg.....	2 10 0	2 6 0
	(23) Wieleltjies en mowwe aansit.....	2 10 0	2 6 0
	(24) Rame vir beddegoed met die hand beits en/of vernis.....	2 10 0	2 6 0
	(25) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmekaar sit, aanslaan of vashaak, afgesien van die materiale waarvan dié rame gemaak is.....	2 10 0	2 6 0
	(26) Bedysters aansit.....	2 10 0	2 6 0
	(27) Veereenhede aan bedrame heg.....	2 10 0	2 6 0
	(28) Bedkussings, stoelkussings en peule met stowwe of materiale, uitgesonderd veerbinnewerke en/of veereenhede, vul.....	2 0 0	1 15 0
	(29) Bedkussings, stoelkussings en peule weeg.....	2 0 0	1 15 0
	(30) Beddegoed stroop.....	2 0 0	1 15 0
	(31) Ketting, draad, hoepelyster of enige dergelyke materiale vir stoelvere sny.....	2 0 0	1 15 0
	(32) Klapperhaar of enige ander materiale met die hand uitpluis.....	2 0 0	1 15 0
(iii)	Leerlinge in diens om die klasse werk te leer wat in klousule (i) genoem word:—		
	Vir die eerste ses maande diens.....	1 10 0	1 5 0
	Vir die tweede ses maande diens.....	2 0 0	1 15 0
	Vir die derde ses maande diens.....	2 10 0	2 5 0
	Vir die vierde ses maande diens.....	3 0 0	2 15 0
	Daarna.....	4 10 0	3 15 0
(XII)	(i) Meubelnaaier of -naaister, beteken werknemer 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 aanmeekaarvoeg van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne.....	3 10 0	3 1 0
	(ii) Leerlinge in diens om die klas werk te leer wat in paragraaf (i) van hierdie klousule genoem word:—		
	Vir die eerste ses maande diens.....	1 5 0	1 0 0
	Vir die tweede ses maande diens.....	1 15 0	1 10 0
	Vir die derde ses maande diens.....	2 5 0	2 0 0
	Vir die vierde ses maande diens.....	2 15 0	2 10 0
	Daarna.....	3 10 0	3 1 0

16

AANHANGSEL B.

KENNISGEWING VEREIS INGEVOLGE KLOUSULE 7 (3) VAN DIE OOREENKOMS.

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

AANHANGSEL C.

DOKTERSERTIFIKAAT VEREIS INGEVOLGE KLOUSULE 29 (2) VAN DIE OOREENKOMS.

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

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

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

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

Plek.....
 Datum..... 19.....

Mediese Beampste.

Hierdie Ooreenkoms, namens die partye op 14 April 1960 onderteken.

B. J. RESSELL, Voorster.
 J. C. BOLTON, Ondervoorster.
 BEN W. MATTHEWS, Sekretaris.

SCHEDULE A.

WAGES.

The wages prescribed for the operations and occupations set out hereunder, shall in accordance with clause 27 of this Agreement apply to Areas A and B:—

	Per Week.	
	Area A.	Area B.
	£ s. d.	£ s. d.
(I) (i) Furniture making, which means any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools, or mechanical appliances, but which excludes the operations mentioned in sub-clause (ii) herein.....	7 0 0	6 0 0
(ii) Sundry furniture making operations:—		
(a) Bolting and tightening of nuts, excluding handles attached thereto.....	3 0 0	3 0 0
(b) Making and/or pointing of wooden dowels and pins by hand and/or machine.....	2 10 0	2 6 0
(c) Knocking in wooden dowels by hand.....	2 10 0	2 6 0
(d) Sandpapering by hand regardless of whether the article papered is stationary or rotating....	2 10 0	2 6 0
(e) Bending of solid timber by hand or mechanical process.....	2 10 0	2 6 0
(f) Knocking in of sockets for casters.....	2 10 0	2 6 0
(g) Filling of holes or cracks with wood filler or similar substance.....	2 10 0	2 6 0
(h) Fixing bed irons, domes and castors.....	2 10 0	2 6 0
(i) Removing glue.....	2 0 0	1 15 0
(j) Preparing, weighing and mixing glue.....	2 0 0	1 15 0
(k) The applications of glue and glue hardeners by hand brush or machine, but expressly excluding the putting together or assembling parts of furniture.....	2 0 0	1 15 0
(l) Assisting in clamping or cramping, provided not more than one assistant is used by a journeyman.....	2 0 0	1 15 0
(II) Setting out, which means the preparation of a plan for the manufacture of furniture, by means of a rod, or other suitable material, upon which are marked all or any of the dimensions of the article to be manufactured	7 0 0	6 0 0
(III) Marking out, which means the marking or scribing of articles of furniture either in whole or in part to dimensions by means of foot rule, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling.....	7 0 0	6 0 0
(IV) (i) Furniture machining, which means any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations mentioned in sub-clause (ii) herein.....	7 0 0	6 0 0
(ii) Sundry furniture machining operations:—		
(a) Setting up and operating single drum sander, open disc sander, bobbin sander.....	4 12 6	4 0 0
(b) Boring holes.....	4 12 6	4 2 6
(c) Operating air-filled sander and portable sander.....	3 0 0	2 12 0
(d) Making and jointing sandpaper rolls or discs and bolts for open belt sander.....	2 0 0	1 15 0
(e) Repetitive marking by template or pattern.....	2 0 0	1 15 0
(V) (i) Furniture polishing, which means any operation or process performed by hand or mechanical appliance, in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain, a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations mentioned in sub-clause (ii) herein.....	7 0 0	6 0 0
(ii) Sundry polishing operations:—		
(a) Waxing.....	2 10 0	2 6 0
(b) The painting and/or filling of edges of laminated board, and/or plywood, to prepare a surface for polishing and/or lacquering, and/or graining, and/or matching of colours.....	2 10 0	2 6 0
(c) The removal of doors and fittings prior to preparation for polishing.....	2 10 0	2 6 0
(d) Filling in with plaster of paris or any other filling material.....	2 10 0	2 6 0
(e) Hand sandpapering.....	2 10 0	2 6 0
(f) Bleaching of furniture with acids or any other bleaching agent.....	2 10 0	2 6 0
(g) Stripping.....	2 10 0	2 6 0
(h) Staining, filling, oiling and/or reviving by hand.....	2 10 0	2 6 0
(i) Spraying of metal.....	2 10 0	2 6 0
(j) Straining of materials.....	2 0 0	1 15 0

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

		Per Week.	
		Area A.	Area B.
		£ s. d.	£ s. d.
(9) Cutting quilted borders to length.....		2 10 0	2 6 0
(10) Punching holes in mattress borders.....		2 10 0	2 6 0
(11) Fitting ventilators and handles to mattress borders.....		2 10 0	2 6 0
(12) Feeding the interlacing machine.....		2 10 0	2 6 0
(13) Cutting and making of pads, irrespective of materials used.....		2 10 0	2 6 0
(14) Positioning of laths, crossbars, or fixing webbing to mattress or bed frames.....		2 10 0	2 6 0
(15) Staining mattress frames.....		2 10 0	2 6 0
(16) Affixing lugs to mattress frames.....		2 10 0	2 6 0
(17) Positioning and securing a mesh to a mattress frame.....		2 10 0	2 6 0
(18) Hanging loops on needles in compression tufting.....		2 10 0	2 6 0
(19) Loading, wheeling and operating a cloth spreading machine.....		2 10 0	2 6 0
(20) Operating a teasing machine.....		2 10 0	2 6 0
(21) Attending a loop-making machine.....		2 10 0	2 6 0
(22) Attaching loops to buttons or tufts.....		2 10 0	2 6 0
(23) Fitting castors and sockets.....		2 10 0	2 6 0
(24) Staining and/or varnishing by hand, frames for bedding.....		2 10 0	2 6 0
(25) 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
(26) Fixing bed irons.....		2 10 0	2 6 0
(27) Attaching spring units to bed frames.....		2 10 0	2 6 0
(28) Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....		2 0 0	1 15 0
(29) Weighing pillows, bolsters and cushions.....		2 0 0	1 15 0
(30) Stripping bedding.....		2 0 0	1 15 0
(31) Cutting chain, hoop iron or any other similar materials for chair springs.....		2 0 0	1 15 0
(32) Teasing coir or any other materials by hand.....		2 0 0	1 15 0
(iii) <i>Learners</i> employed in learning the class of work referred to in paragraph (i) herein:—			
For the first six months of employment.....		1 10 0	1 5 0
For the second six months of employment.....		2 0 0	1 15 0
For the third six months of employment.....		2 10 0	2 5 0
For the fourth six months of employment.....		3 0 0	2 15 0
Thereafter.....		4 10 0	3 15 0
(XII) (i) <i>Seamster or seamstress</i> , which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains.....			
		3 10 0	3 1 0
(ii) <i>Learners</i> employed in learning the class of work referred to in paragraph (i) herein:—			
For the first six months of employment.....		1 5 0	1 0 0
For the second six months of employment.....		1 15 0	1 10 0
For the third six months of employment.....		2 5 0	2 0 0
For the fourth six months of employment.....		2 15 0	2 10 0
Thereafter.....		3 10 0	3 1 0
(XIII) <i>Labouring</i> , which means:—			
(1) Cleaning and sweeping of premises.....			
(2) Cleaning machinery, plant, tools and utensils.....			
(3) Oiling and greasing machines and/or vehicles.....			
(4) Lime washing.....			
(5) Loading and/or unloading vehicles.....			
(6) Handling materials.....			
(7) Pushing or pulling a vehicle or handcart.....			
(8) Delivery by manually propelled vehicles.....			
(9) Delivery of letters and parcels.....			
(10) Unpacking, baling and unbalancing raw materials.....			
(11) Cleaning and blowing down of equipment.....			
(12) Attending boiler, incinerator and/or oven.....			
(13) Loading and unloading kilns.....			
(14) Making tea or other similar beverages.....			
(15) The treatment of timber for preservation.....			
(16) Packing articles into cartons and/or cardboard containers.....			
(17) Packing articles into cartons and thereafter filling and closing such cartons and containers.....			
(18) Washing and/or wiping off glue.....		2 0 0	1 15 0
(19) Stripping second-hand upholstery and bedding.....			
(20) Assisting a furniture machinist in handling materials before and after machining.....			
(21) Cutting metal rods, cutting hinges, metal strips, wire, hoop iron and all similar materials.....			
(22) Riveting or making threads on iron bolts and rods.....			
(23) Operating presses of any type.....			
(24) Baling and dipping of upholstery spring.....			
(25) Attending to dust bags and/or cyclones from sanding machines.....			
(26) Glueing sandpaper discs.....			
(27) Wrapping in paper or cardboard.....			
(28) Taping of veneers and attending veneer press.....			
(29) Removing, washing and/or cleaning off glue and paper from pressed veneers.....			
(30) Straightening and/or cutting hoop iron used for webbing.....			
(31) Filling of cushions with substances or materials other than spring interiors and/or spring units.....			
(32) Beating and/or teasing coir by hand.....			
(33) Spreading glue by hand or machine.....			
(34) Cleaning metal rods.....			
(35) Weighing pillows, bolsters, cushions and quilts.....			
(XIV) <i>Miscellaneous</i> :—			
(a) Employees engaged in welding other than spot welding.....		7 0 0	6 0 0
(b) Employees engaged in spot welding.....		4 6 3	4 6 3
(c) Machine maintenance mechanic.....		7 0 0	6 0 0
(d) Despatch clerk, storeman, time-keeper.....		4 0 0	3 10 0
(e) Caretaker, watchman.....		3 4 6	3 0 0
(f) Packer.....		3 0 0	2 12 0
(g) Learner packer.....		2 0 0	1 15 0
(h) Bending, punching, riveting, drilling and/or assembling metal parts.....		2 0 0	1 15 0
(i) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....		2 10 0	2 6 0
(XV) (i) <i>Juvenile</i> , male employees engaged in a trade designated under the Apprenticeship Act, 1944, as amended, during the authorised probation period.....			
		1 10 0	1 10 0
(ii) All other juveniles.....			
		The minimum wage prescribed in this Agreement for employees employed on the same class of work.	

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

		Per Month.		
		Areas A and B.		
		£	s.	d.
Male—				
	First year of employment.....	10	0	0
	Second year of employment.....	12	10	0
	Third year of employment.....	15	0	0
	Fourth year of employment.....	17	10	0
	Fifth year of employment.....	20	0	0
	Thereafter.....	23	10	0
Female—				
	First year of employment.....	10	0	0
	Second year of employment.....	10	15	0
	Third year of employment.....	11	10	0
	Fourth year of employment.....	12	5	0
	Thereafter.....	13	10	0

APPENDIX A.

[Statement submitted in terms of clause 14 (3) (i) of the Agreement.]

Name and address of employer.

Week ending

[illegible]

APPENDIX B.

NOTICE REQUIRED IN TERMS OF CLAUSE 7 (3) OF THE AGREEMENT.

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

APPENDIX C.

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

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

Sex _____ Race _____ who states that his/her present age is _____
with the following results:—

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

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

Place _____
Date _____ 19__

Medical Officer.

The Agreement, signed on behalf of the parties on the 14th April, 1960.

B. T. RESSELL, *Chairman.*
J. C. BOLTON, *Vice-Chairman.*
BEN W. MATTHEWS, *Secretary.*

No. 1513.] [30 September 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

MEUBELNYWERHEID, NATAL.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Natal, gepubliseer by Goewermenskennisgewing No. 1512 van 30 September 1960, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1513.] [30 September 1960.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

FURNITURE INDUSTRY, NATAL.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Furniture Industry, Natal, published under Government Notice No. 1512 of the 30th September, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

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