



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CCIV.]

PRICE 5c.

PRETORIA, 21 APRIL 1961.
21 APRIL

PRYS 5c.

[No. 6669.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 610.]

[21 April 1961.]

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE INDUSTRY, ORANGE FREE STATE.

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, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Industry shall be binding from the second Monday after the date of publication of this notice, and for the period ending twenty-five months from the said second Monday, 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 subsection (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (b), 3 to 22 (inclusive) and 25 to 37 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending twenty-five months from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Province of the Orange Free State; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of the Orange Free State and from the second Monday after the date of publication of this notice, and for the period ending twenty-five months from the said second Monday, the provisions contained in clauses 3 to 8 (4) (e) (inclusive), 8 (4) (g) to 20 (inclusive), 22, 25 to 28 (inclusive), and 30 to 37 (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 the employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 610.]

[21 April 1961.]

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

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, 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 en vir die tydperk wat vyf-en-twintig maande na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging 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 en 25 tot en met 37 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf-en-twintig maande na genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Provinsie Oranje-Vrystaat; 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 8 (4) (e), 8 (4) (g) tot en met 20, 22, 25 tot en met 28 en 30 tot en met 37 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf-en-twintig maande na genoemde tweede Maandag eindig, in die Provinsie Oranje-Vrystaat, *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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE.

AGREEMENT

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

Vereniging van Meubelfabrikante en Stoffeers, O.V.S.

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

Orange Free State Furniture Workers' Industrial Union

(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 of the Orange Free State.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Province of the Orange Free State by all employers who are members of the employers' organisation and are engaged in the Furniture Industry, and by all employees who are members of the trade union and are employed in that Industry and for whom minimum wages are prescribed in this Agreement.

(b) The provisions of this Agreement, unless inconsistent with the terms of the Apprenticeship Act, 1944, or any regulation made thereunder or contract entered into in terms of the said Act, shall apply to apprentices.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for 25 months or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is 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 amendment to such Act, and unless inconsistent with the context—

"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;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State registered in terms of section nineteen of the Act;

"despatch clerk" means an employee who is responsible for the despatch or packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatch of such goods;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on 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 drive;

"emergency work" means any work necessitated by a breakdown of plant or machinery, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 7 and any other work arising from an unforeseen occurrence owing to causes such as fire, storm, accident, act of violence or theft which must be done without delay;

"establishment" means any premises or portion thereof whether registered as a factory or not, wherein or whereon the Industry, or any part thereof, as herein defined is carried on;

"experience" means the total periods of service an employee has had in a trade or the type of work performed by him in the furniture manufacturing and/or allied industry;

"Fund" means the Holiday Fund for the Furniture Manufacturing Industry of the Orange Free State referred to in clause 12 of this Agreement;

"Furniture Manufacturing 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 re-polishing, making of loose covers and/or cushions and/or curtains and/or the making

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT.

OOREENKOMS

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

Vereniging van Meubelfabrikante en Stoffeers, O.V.S.

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

Orange Free State Furniture Workers Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die provinsie van die Oranje-Vrystaat nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in daardie nywerheid werksaam is en vir wie minimum lone in hierdie Ooreenkoms voorgeskrif is.

(b) Die bepalings van hierdie Ooreenkoms is, tensy strydig met die bepalings van die Wet op Vakleerlinge, 1944, of enige regulasie daarkragtens gemaak of 'n kontrak ingevolge genoemde Wet gesluit, op Vakleerlinge van toepassing.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet vasgestel word en bly vir 25 maande lank van krag af vir sodanige tydperk as wat deur hom bepaal word.

3. WOORDOMSKEYINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf is, dieselfde betekenis as in daardie Wet; by alle verwysings na Wet is ook alle wysigings van daardie Wet ingebreke, en tensy strydig met die samehang, beteken—

„arbeider”, 'n werknemer, uitgesonderd 'n leerlingverpakker, vir wie 'n loon van R7.01 per week in hierdie Ooreenkoms voorgeskrif word;

„besoldiging”, enige betalings in kontant wat aan 'n persoon gedoen word of verskuldig is en wat op watter wyse ook al uit diensverrigting voortspruit;

„Fonds”, die Vakansiefonds vir die Meubelnywerheid van die Oranje-Vrystaat waarna daar verwys word in klousule 12 van hierdie Ooreenkoms.

„inrigting”, enige perseel of gedeelte daarvan, of dit as 'n fabriek geregistreer is al dan nie, waarin of waarop die Nywerheid of gedeelte daarvan, soos hierin omskryf, beoefen word;

„kantoorwerknemer”, 'n werknemer wat skryf, tik, liaseer of enige ander klerklike werk doen, ook 'n kassier en 'n telefonis;

„korttyd”, 'n tydelike vermindering van die getal werkers te wyle aan 'n handelslapse, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat deur ongeluk of ander onvoorsiene noodgeval veroorsaak is;

„leerling”, 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerling-verpakker of proefleerling wat ten tyde van sy indiensneming 'n minderjarige is of was en wat as leerling enige klas werk leer wat uitdruklik in sy leerlinkskap-kontrak gespesifiseer word;

„leerling-verpakker”, 'n verpakker met minder as twee jaar ondervinding van die verpakking van meubels in die meubelnywerheid, en wat onder die toesig van 'n verpakker werk;

„loon”, die gedeelte van die besoldiging wat ten opsigte van sy gewone werke, soos in klousule 7 genoem en vir hom in klousule 37 voorgeskrif, in kontant aan 'n werknemer betaal moet word, of, waar 'n werkgewer gereëld aan 'n werknemer ten opsigte van sodanige werke 'n hoër bedrag as dié wat aldus voorgeskrif is, betaal, sodanige hoër bedrag; „los werknemer”, 'n werknemer wat hoogstens drie drae in 'n week by dieselfde werkgewer in diens is;

„masjien-onderhoudwerktuigkundige” 'n werknemer wat uitsluitlik almal of enigeen van die volgende werksaamhede verrig:—

Defekte opspoor in masjinerie wat in verband met 'n inrigting gebruik word, masjinerie opknop of heelmaak, of toesig oor al hierdie werksaamhede of enigeen daarvan hou;

„magasynmeester of pakhuisbediende”, 'n werknemer met beheer oor voorrade wat verantwoordelik is vir die ontvangs, opberging, opmaak, verpakking of uitpak van goedere in 'n magasyn of pakhuis en vir die aflewering van goedere uit 'n magasyn of pakhuis aan afdelings of vir versending;

„meerderjarige leerling in die die maak van ateljee-rusbanke”, 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerling, leerling-verpakker of proefleerling, wat by sy indiensneming 'n meerderjarige is of was en wat uitsluitlik as leerling werksaam is in die stoffeerprosesse vir die maak van ateljee-rusbanke;

and/or repairing of box-spring mattresses and/or frames of upholstery, wood-machining, veneering, carving in connection with the manufacture and/or repair of furniture, polishing and/or re-polishing of pianos or the manufacture and/or staining, spraying and/or polishing and/or re-polishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning, and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or re-polishing 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, either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

"hourly rate" means in the case of an employee other than a casual employee, his weekly wage divided by 44 during the first 24 months of the period of operation of the Agreement, and divided by 43 during the 25th month of the period of operation of the Agreement and in the case of a casual employee, his daily wage divided by 8;

"labourer" means an employee other than a learner packer for whom a wage of R7.01 per week is prescribed in this Agreement;

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

"learner packer" means a packer who has had less than two years' experience of packing furniture in the Furniture Manufacturing Industry and who works under the supervision of a packer;

"major learner in studio couch making" means an employee other than an apprentice, labourer, learner, learner packer or probationer, who at the time of his engagement is or was a major and is employed exclusively in learning the upholstery processes in the manufacture of studio couches;

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

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

"military training" means the 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 other training or service for which he may volunteer or which he may elect to undergo;

"office employee" means an employee who is engaged in writing, typing, filing or any other clerical work, and shall include a cashier and a telephone operator;

"packer" means an employee other than a labourer, who is engaged in packing furniture in cases, crates, hessian or similar material for despatch and who has had not less than two years' experience of such work;

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

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

"storeman or warehouseman" means an employee in charge of supplies who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and for the delivery of goods from a store or warehouse to departments or for despatch;

"short-time" means a temporary reduction in the number of hours of work due to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

"time-keeper" means a person who is responsible for any apparatus, time recorder and/or register with relation to the work performed by an employee and who may perform any clerical work in this connection;

"unladen weight" means the weight of a motor vehicle or trailer as it appears or is specified on the licence or certificate issued in respect of the vehicle or trailer by an authority empowered by law to issue licences for motor vehicles; provided that in the case of a motor cycle, side car (combination) or motor tricycle, the unladen weight shall be deemed to be less than 1,000 lb.;

"wage" means that portion of the remuneration which is payable to an employee in cash in respect of his ordinary hours of work as specified in clause 7 and prescribed in respect of the employee in clause 37, or whenever an employer regularly pays an employee in respect of such hours of work a higher amount than that so prescribed, such higher amount;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, die vervaardiging, of in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat o.a. die ondergenoemde werksaamhede:—

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van kasveermatrasse en/of rame vir stoffeerwerk, masjien houtwerk, fineerwerk, houtsnijwerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroes of teaters en kabinette vir musiek-instrumente en radio- of draadloosstelle en omvat die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, bōmatrasse, bedkussings, peule en stoelkussings en omvat die bedrywigheide op enige persele waar masjienwerk, houtdraai-, en/of houtsnijwerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak van, herstoffeer of herpoleer van meubels in of in verband met inrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word en die fineer van deure gemaak van reep-laagblokbord of laaghout wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels insluitende die vervaardiging van metaalkatels;

"militêre opleiding", die ononderbroke opleiding wat 'n werknemer verplig is om mee te maak ingevolge artikel een-en-twintig (1) gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar sluit nie enige opleiding wat hy verkies om ingevolge artikel drie-en-twintig van genoemde Wet mee te maak of enig ander opleiding of diens waarvoor hy hom vrywillig aanmeld of verkies om mee te maak in nie;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig bestuur" alle tydperke waarin bestuur word en alle tyd wat die bestuurder aan die vraag of voertuig bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

"noodwerk", enige werk veroorsaak deur 'n onklaarraking van installasie of masjinerie, of in verband met die opknop of regmaak van installasie of masjinerie wat nie gedurende die gewone werke, voorgeskryf in klousule 7, verrig kan word nie, en enige ander werk wat voortspruit uit 'n onvoorsiene voorval vanweë oorsake soos brand, storm, ongeluk, gewelddaad of diefstal en wat sonder versuim verrig moet word;

"ondervinding", die totale tydperke van diens wat 'n werknemer gehad het in 'n beroep of soort werk wat hy verrig, in die meubel- en/of verwante nywerheid.

"gewig sonder vraag", die gewig van 'n motorvoertuig of sleepwa, soos dit voorkom, of aangegee is op die lisensie of sertifikaat wat ten opsigte van die voertuig of sleepwa uitgereik word deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik; met dien verstande dat, in die geval van 'n motorfiets, motorfietswyentjie (kombinasie) of motor-drie-wieler, die gewig sonder vraag as onder 1,000 lb. beskou moet word;

"Raad", die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat, geregistreer kragtens artikel negentien van die Wet;

"stukwerk", enige stelsel waarvolgens sodanige besoldiging slegs op die hoeveelheid of omvang van werk bereken word, behalwe soos in klousule 5 van hierdie Ooreenkoms bepaal;

"tydopnemer", 'n persoon wat verantwoordelik is, vir enige apparaat, tydopname-masjien en/of register, wat betrekking het op die werk wat 'n werknemer verrig en wat enige klerklike werk in verband daarmee kan verrig;

"uurloon", in die geval van 'n werknemer, uitgesonderd 'n loswerknemer, sy weekloon gedeel deur 44 gedurende die eerste 24 maande van die geldigheidsduur van die Ooreenkoms, en gedeel deur 43 gedurende die 25ste maand van die geldigheidsduur van die Ooreenkoms en in die geval van 'n loswerknemer, sy dagloon gedeel deur 8;

"vakleerling", 'n werknemer in diens onder 'n skriftelike vakleerlingskapkontrak wat ingevolge die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is of geag word dat dit aldus geregistreer is;

"verpakker", 'n werknemer, uitgesonderd 'n arbeider, wat meubels in kaste of kratte, goingsak of dergelike materiaal verpak vir versending en wat minstens twee jaar ondervinding van sodanige werk het;

"versendingsklerk", 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymekaarmaak, nasien, weeg, verpakking, merk, adresseer of versending van sodanige goedere;

"working proprietor" "working partner" or "working director" means an employer who is personally engaged in any of the operations specified in clause 37 of this Agreement in his own establishment.

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

4. PIECE-WORK.

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

5. INCENTIVE SCHEME.

(1) Subject to the condition that no employee shall 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 of output of work done, provided that no such payment of wages shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon by the employer and the employee as set out in sub-clauses (2) and (3) hereunder.

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

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

(4) Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under incentive bonus rates agreed upon in terms of this 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 terms of this clause shall not apply to apprentices.

6. OUTWORK.

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

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

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

7. HOURS OF WORK, ORDINARY AND OVERTIME, REST INTERVALS AND PAYMENT FOR OVERTIME.

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

(a) to work for more than 44 hours, excluding meal breaks, in any one week during the first 24 months of the period of operation of this Agreement, and 43 hours, excluding meal breaks, in any one week, during the 25th month of the period of operation of this Agreement;

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

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

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

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

„werkende eienaar”, „werkende vennoot” en „werkende direkteure” ’n werkgewer wat in sy inrigting persoonlik enig-een van die werksaamhede verrig wat in klousule 37 van hierdie Ooreenkoms genoem word;

„Wet”, die Wet op Nywerheidsversoenings, 1956, soos gewysig.

(2) By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy aan die klas behoort waarin hy of sy uitsluitlik of hoofsaaklik in diens is.

4. STUKWERK.

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

5. AANSPOIRINGSKEMA.

(1) Onderworpe aan die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou wees nie, kan die werkgewer ’n werknemer se loon baseer op die hoeveelheid of omvang van gedane werk; met dien verstande dat geen sodanige betaling van lone toegelaat mag word nie uitgesonderd in die vorm van ’n aansporingskema oor die voorwaardes waarvan die werkgewer en die werknemer ooreengekom het, soos in subklousules (2) en (3) hiervan uiteengesit.

(2) ’n Werkgewer wat ’n aansporingskema wil invoer, moet ’n gesamentlike komitee bestaande uit verteenwoordigers van die bestuur en die werknemers instel, wat na beraadslaging met die vakvereniging wat ’n party by hierdie Ooreenkoms is en wie se lede by die saak betrokke is, oor die bepalings van so ’n skema kan ooreenkom.

(3) Die voorwaardes van sodanige aansporingskema en enige daaropvolgende wysigings daarvan, waarvoor die komitee kon ooreengekom het moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee gewysig of deur enigen van die partye beëindig word nie, tensy die partye wat die ooreenkoms wil wysig of beëindig eers die ander partye dienoreenkomstig skriftelik daarvan in kennis gestel het soos deur die partye by die aangaan van sodanige ooreenkoms ooreengekom is.

(4) ’n Werknemer wat vir enige tydperk op ’n aansporingsbonus in diens is, moet die volle bedrag betaal word wat hy verdien het volgens die aansporingsbonusskale, waarvoor daar ingevolge hierdie klousule ooreengekom is verdien; met dien verstande dat enige sodanige werknemer aldus in diens, terwyl hy op so ’n aansporingsbonusskema werksaam is, ’n minimum van 15% (vyftien persent) bo en behalwe die voorgeskrewe lone vir die klas werk wat hy verrig gewaarborg moet word.

(5) Die bepalings van hierdie klousule sal nie op vakleerlinge van toepassing wees nie.

6. BUITEWERK.

(1) Geen werkgewer mag van enigen van sy werknemers vereis of hom toelaat om werk in verband met die meubelnywerheid elders as in sy inrigting te onderneem nie, uitgesonderd wanneer sodanige werk die voltooiing is van ’n bestelling wat by die werkgewer geplaas en uit pas, inmeekaarsit, heelmaak of poleer van meubels bestaan in persele wat behoort aan, of geëkkuppeer word deur die persone vir wie die werk onderneem word.

(2) Geen werknemer wat in die meubelnywerheid in diens is, mag enige werk in verband met die meubelnywerheid vir eie rekening verkoop of namens enige ander persoon of firma vir beloning, hetsy vir besoldiging of nie, terwyl hy in diens van ’n werkgewer in sodanige nywerheid, solisiteer of bestellings daarvoor aanvaar of dit onderneem nie.

(3) Geen werkgewer en/of werknemer mag enige werk in verband met die meubelnywerheid in ander persele onderneem as in persele wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of werkkamers wat by die Raad geregistreer is en wat uitsluitlik gebruik word vir werk in die meubelnywerheid, uitgesonderd sodanige buitewerk as wat in subklousule (1) van hierdie klousule bepaal word nie.

7. WERKURE, GEWONE EN OORTYD, RUSPOUSES EN BETALING VIR OORTYD.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van ’n werknemer, uitgesonderd een wat uitsluitlik as wag, of by die aflewering van boodskappe werksaam is, vereis of hom toelaat om onderstaande te doen nie:—

(a) Langer as 44 uur, etensyde uitgesluit, in enige week te werk, vir die eerste 24 maande van die geldigheidsduur van hierdie Ooreenkoms, en 43 uur, etensyde uitgesluit, in enige week te werk, vir die 25ste maand van die geldigheidsduur van hierdie Ooreenkoms.

(b) Vir langer as 8 uur, etensyde uitgesluit, op enige dag te werk, met dien verstande dat in, of op ’n inrigting—

(i) waarin die gewone werkure op enige dag per week hoogstens vyf is, van ’n werknemer vereis of hom toegelaat kan word om ’n bykomende tydperk van hoogstens ’n halfuur op elke van die ander dae van die week te werk; of

(ii) waar van werknemers wat gewoonlik nie op meer as vyf dae in ’n week werk nie, op enige werkdag vereis of hulle toegelaat kan word om ’n bykomende tydperk van hoogstens 1½ uur te werk; of

(c) Om ’n aaneenlopende tydperk van meer as vyf uur sonder ’n ononderbroke pouse van minstens een uur te werk; 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;

(2) An employer shall grant to each of his employees a rest interval of ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which such employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(3) An employer shall not require or permit an employee who is a female to work—

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

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

(4) *Night Shifts.*—Subject to the provisions of sub-clause (3) an employer shall have the right to operate his establishment both in the day or night; provided that any time worked between 6 p.m. and 6 a.m. shall be regarded as a night shift. All employees who are required or permitted to work on a night shift, shall, in addition to the prescribed wage rate, receive a further 10% (ten per cent) of the prescribed rate for all time worked during the night shift; provided that all employees shall be paid for a complete shift whether a complete night shift had been worked or not.

All work performed by any employee after the completion of the day shift in the establishment concerned, shall be regarded as overtime and shall be remunerated at the prescribed rate.

(5) *Overtime.*—All time worked in excess of the weekly or daily hours laid down in clause (7) (1) of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (10) of the Agreement shall be regarded as overtime.

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

(a) ten hours; or

(b) a number of hours (which may exceed ten) fixed by the Council in a written notice to the employer, specifying the employee or the class of employee in respect of which the notice is applicable, and the period for which and the conditions under which it shall be valid; provided that subject to the approval of the Council, the Secretary of the Council may, in cases of urgency, grant such approval; provided further that no employer shall require or permit a female employee to work overtime—

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

(bb) on more than three consecutive days;

(cc) on more than sixty days in the year;

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

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

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

(iii) paid such employee an allowance of R0.15 and allowed her sufficient time to obtain a meal before the overtime is due to commence.

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

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

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

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

(8) *Payment for Overtime.*—Save as is otherwise provided overtime shall be paid as follows for each hour or part of an hour so worked:—

(a) (i) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a third 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, at double the hourly rate of the employee concerned. For work performed on Sundays, the employee shall either be paid at least twice a full day's remuneration or double his remuneration in respect of the entire period worked by him on such Sunday, whichever is the larger amount. 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 day's pay due in respect of each of these days at double the hourly rate of the employee concerned.

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

(2) 'n Werkgever moet aan elkeen van sy werknemers 'n rus-pouse van tien minute toestaan wat so na as moontlik aan die middel van die oggend- en namiddagwerktydperke is en waarin van so 'n werknemer nie vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse moet as deel van die gewone werkure beskou word.

(3) 'n Werkgever mag nie van 'n werknemer wat 'n vrou is, vereis of haar toelaat om soos volg te werk nie:—

(i) Tussen 6-uur nm. en 6-uur vm.; of

(ii) na 1-uur nm. op meer as vyf dae in 'n week.

(4) *Nagskofwerk.*—Onderworpe aan die bepalings van sub-klausule (3), mag 'n werkgever sy inrigting sowel gedurende die nag as die dag laat werk; met dien verstande dat enige tyd wat tussen 6-uur nm. en 6-uur vm. gewerk word, as nagskof beskou moet word. Alle werknemers wat verplig of toegelaat word om 'n nagskof te doen, moet, benewens die voorgeskrewe loonskaal, 'n verdere 10% (tien persent) van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk; met dien verstande dat alle werknemers vir 'n volle skof betaal moet word ongeag of 'n volle nagskof gewerk is al dan nie.

Alle werk deur 'n werknemer verrig na voltooiing van die dagskof in die betrokke inrigting, word as oortyd beskou en moet teen die voorgeskrewe skaal besoldig word.

(5) *Oortyd.*—Alle tyd wat bo die ure ten opsigte van 'n week of 'n dag in klausule 7 (1) van die Ooreenkoms voorgeskryf is, of buite die gewone werkure, soos uiteengesit in die kennisgewing wat kragtens klausule 7 (10) van die Ooreenkoms vertoon moet word, word as oortyd gereken.

(6) Ondanks die bepalings van paragrawe (a) en (b) van sub-klausule (1) van hierdie klausule, kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk te werk wat in een week nie die volgende mag oorskry nie:—

(a) Tien uur; of

(b) 'n getal ure (wat meer as tien kan wees) wat die Raad vasstel deur middel van 'n skriftelike kennisgewing aan die werkgever waarin die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, bepaal word; met dien verstande dat die Sekretaris van die Raad, onderworpe aan die goedkeuring van die Raad, in dringende gevalle sodanige toestemming kan verleen; met dien verstande verder dat geen werkgever van 'n vroulike werknemer mag vereis of haar toelaat om oortyd te werk—

(aa) vir meer as 2 uur op 'n dag;

(bb) op meer as drie opeenvolgende dae;

(cc) op meer as 60 dae in die jaar;

(dd) na voltooiing van haar gewone werkure vir meer as 1 uur op 'n dag, tensy hy—

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

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

(iii) aan 'n werknemer betyds 'n toelae van R0.15 betaal het om haar in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

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

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

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

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

(8) *Betaling vir oortyd.*—Behoudens soos andersins bepaal word vir oortyd vir elke uur of gedeelte van 'n uur aldus gewerk, soos volg betaal:—

(a) (i) Vir enige tyd na die gewone ophoutyd en tot 10 nm. op enige dag van Maandag tot Vrydag, of tot 6 nm. op Saterdag gewerk, teen die skaal van 1½ 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 teen dubbel die uurloon van die betrokke werknemer. Vir werk op Sondag verrig moet die werknemer minstens dubbel 'n volle dag se besoldiging betaal word of dubbel sy besoldiging ten opsigte van die hele tydperk wat hy op die Sondag werk, watter ook al die meeste is. Vir enige tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van die dae, teen dubbel die uurloon van die betrokke werknemer;

(iii) vir alle ure gewerk bo en behalwe die daelike ure bepaal in klausule 7 (1) van hierdie Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (i) en (ii) van hierdie subklausule betaalbaar is nie, teen 1½ maal die uurloon.

- (b) Where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee engaged on emergency work.
- (9) The provisions of sub-clause (1) (c), (2), (3), and (4) shall not apply to an employee engaged on emergency work.
- (10) 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 the Agreement specifying the starting and finishing time of work for each day of the week, the meal hour, and the forenoon and afternoon tea-breaks.

8. PAYMENT OF REMUNERATION.

- (1) Remuneration shall be paid in cash weekly between 4.30 p.m. and 5.30 p.m. on the pay day or on termination of employment if this takes place before the ordinary pay day. The pay day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay day shall be the last working day preceding Friday.
- (2) Remuneration due to the employees in terms of the Agreement shall be handed to employees in sealed envelopes bearing on the outside the name of the employer, the date of payment, the name or number of the employee and the amount of money contained therein and how such amount is arrived at.
- (3) No premium for the training of an employee shall be charged or accepted by the employer.
- (4) No charge for damage done to material or deduction of any description, other than the following, shall be made from the remuneration due to an employee:—
- Save where otherwise provided in this Agreement, a pro rata amount for any period which an employee is absent from his work for any reason other than on the instruction or at the request of his employer.
 - Save where otherwise provided in sub-clause (4) (a) of clause 8, a pro rata deduction for the period of absence when during a joint meeting of employees not less than 75 per cent decide to approve the closing of the establishment for any period.
 - With the written consent of the employee, deductions for sick, assurance, pension or other similar funds and for subscriptions.
 - Contributions in terms of clause 16 of the Agreement.
 - Any amount paid by an employer compelled by any law, ordinance or legal process to make such payment on behalf of an employee;
 - With the written consent of the employee, deductions for trade union subscriptions.
 - If the ordinary hours of work prescribed in clause 7 are reduced owing to short-time, an amount proportionate to such reduction.

9. SHORT-TIME.

- (1) When, by reason of slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other urgent necessity, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer shall, subject to the provisions of this clause, employ his employees on short-time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.
- (2) When short-time is worked, the work available shall be distributed amongst the employees affected in any "section", and should it be found necessary to dismiss any employees, the employees to be dismissed first shall be those earning the lowest wages; provided that no employee shall be dismissed on account of short-time until the hours of work on short-time fall below 35 per week over a continuous period of four weeks.
- (3) An employee who on any day reports for duty on 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 hour's wages, unless he was notified by his employer previously that his services would not be required on the day in question.

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who is included in one of the classes mentioned in clause 37 of this Agreement and who at the date of the commencement of this Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, provided that the Council may authorise a reduction of such higher wage to the level of the prescribed wage specified in this Agreement for an employee of his class.

11. COST OF LIVING ALLOWANCE.

- (1) As from the date of coming into operation of this Agreement a cost of living allowance equivalent to 87 per cent of the basic wage payable to an employee in terms of Government Notice No. 435 of 21st March, 1958, shall be deemed to be part

- (b) Indien oortyd wat op 'n daelike basis bereken is, verskil van oortyd op 'n weeklike basis bereken, moet die basis wat vir die betrokke werknemer die gunstigste is, aanvaar word.

- (9) Die bepalinge van subklousule (1) (c), (2), (3), en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

- (10) Elke werkgewer moet in sy inrigting op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing vertoon in die vorm voorgeskrif in Aanhangsel B van die Ooreenkoms waarin die begin- en ophoudtyd van die werk van elke dag van die week, die etensuur en die voormiddag- en namiddagpouse aangegee word.

8. BETALING VAN BESOLDIGING.

- (1) Besoldiging moet weekliks tussen 4.30 nm. en 5.30 nm. op die betaaldag of by diensbeëindiging, indien dit voor die gewone betaaldag plaasvind, in kontant betaal word. Die betaaldag van elke inrigting is Vrydag in elke week, behalwe wanneer Vrydag 'n dag is waarop nie gewerk word nie, wanneer die betaaldag die laaste werksdag voor Vrydag is.

- (2) Besoldiging verskuldig aan die werknemers ingevolge die Ooreenkoms moet aan die werknemers oorhandig word in verskeelde koeferte waarop die naam van die werkgewer, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

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

- (4) Van die besoldiging aan 'n werknemer verskuldig, mag geen bedrag bereken vir skade aan materiaal, of vir watter doel ook al, met uitsondering van die volgende, afgetrek word nie:—

- Behoudens andersluidende bepalinge in hierdie Ooreenkoms, 'n bedrag wat in verhouding is met enige tydperk wat 'n werknemer om 'n ander rede as 'n bevel of versoek van sy werkgewer nie by sy werk is nie.
- Behoudens andersluidende bepalinge in subklousule (4) (a) van klousule 8, 'n aftrekking in verhouding tot die tydperk van afwesigheid, waarop 'n gesamentlike byeenkoms van werknemers, minstens 75 persent besluit om die inrigting vir 'n tydperk te laat sluit.
- Met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekering-, pensioen- of ander soortgelyke fondse en vir ledegeld.
- Bydraes ingevolge klousule 16 van die Ooreenkoms.
- Enige bedrag wat deur die werkgewer kragtens voorskrif van enige Wet, Ordonnansie of regsgeeding ten behoeve van 'n werknemer betaal moet word.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld van die vakvereniging.
- Wanneer die gewone werkure wat in klousule 7 voorgeskrif word, weens korttyd verminder word, 'n bedrag wat in verhouding is tot sodanige vermindering.

9. KORTTYD.

- (1) Wanneer 'n werkgewer weens handelslapse, tekort aan grondstowwe of 'n algemene onklaarraking van installasie en masjinerie vanweë ongeluk of ander dringende noodsaaklikheid nie werk vir sy werknemers vir die volle gewone werkure van die inrigting per week het nie, mag hy onderworpe aan die bepalinge van hierdie klousule sy werknemers op korttyd plaas vir hoogstens die tydperk van sodanige handelslapse, tekort aan grondstowwe of algemene onklaarraking van installasie en masjinerie.

- (2) Wanneer korttyd gewerk word, moet die beskikbare werk tussen die betrokke werknemers in enige „afdeling” verdeel word en indien dit nodig blyk om enige werknemers af te dank, is die werknemers wat eerste afgedank moet word diegene wat die laagste lone verdien; met dien verstande dat geen werknemer afgedank mag word, omrede van korttyd, alvorens die werkure op korttyd benede 35 ure per week oor 'n ononderbroke tydperk van vier weke daal nie.

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

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

'n Werknemer wat in een van die klasse genoem in klousule 37 van hierdie Ooreenkoms ingesluit is en wat op die aanvangsdatum van hierdie Ooreenkoms, 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet solank hy in diens van dieselfde werkgewer bly en dieselfde klas werk verrig, 'n loon betaal word wat minstens gelyk is aan die loon wat hy op die datum ontvang, met dien verstande dat die Raad 'n vermindering van sodanige hoër loon tot die voorgeskrewe loon vir 'n werknemer van sy klas bepaal, kan magtig.

11. LEWENSKOSTETOELAE.

- (1) Vanaf die datum waarop hierdie Ooreenkoms in werking tree moet 'n lewenskostetoeleae wat gelyk is aan 87 persent van die basiese loon betaalbaar aan 'n werknemer ingevolge Goewermentskennisgewing No. 435 van 21 Maart 1958, 'n deel geag word van die loon wat vir 'n werknemer ingevolge klousule 37

of the wage prescribed for an employee in terms of clause 37 of this Agreement; provided that such cost of living allowance shall be reckoned as cost of living allowance for the purpose of—

- (a) War Measure No. 43 of 1942, as amended from time to time;
- (b) any superseding legislation consolidating cost of living allowances in basic wages.

(2) In addition to the wage prescribed by clause 37 a cost of living allowance of 1 per cent of the hourly rate shall be paid to such employee for every increase of 2 full points in the consumers' price index figure over 101 points for each hour worked; provided that for every decrease of 2 full points in the consumers' price index figure from any figure over 101 points, the cost of living allowance shall *mutatis mutandis* be decreased by the same amounts as the increases prescribed herein. For the purpose of this clause "hourly rate" shall mean the hourly rate as prescribed in Government Notice No. 435 of 21st March, 1958, and "consumers' price index figure" shall mean the weighted average of the nine main areas for all items as published by the Director of Census and Statistics in the *Government Gazette* from time to time.

(3) Any adjustments in the cost of living allowance which an employer is required or permitted to make in terms of this clause, shall become effective as from the commencement of the working week immediately following the publication of amendments to the consumers' price index figure.

(4) Should an employee be required or permitted to work overtime he shall in addition to the overtime remuneration prescribed in terms of clause 7 (8) be paid a cost of living allowance calculated in accordance with the hourly rate for such time worked.

(5) Should the amount of the cost of living allowance payable to an employee in terms of sub-clauses (1) and (2) be less than the amount payable in terms of War Measure No. 43 of 1942 or any amendment thereof, he shall be paid the latter amount.

12. ANNUAL LEAVE AND PUBLIC 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 remuneration for each of these holidays, notwithstanding that they may fall on a Saturday, at the rate of $8\frac{1}{2}$ times his hourly rate regardless of whether the factory in which he is employed is working a five or six day week.

(2) During the currency of this Agreement all establishments shall be closed during the following period:—

1961: Between 15th December 1961, and 7th January, 1962 (both dates inclusive);

and during such closed period no work of any nature shall be performed or undertaken.

(3) A Furniture Industry Holiday Fund for the Orange Free State is hereby established which shall consist of contributions by employers made in terms of this clause and unclaimed moneys paid in by employers in respect of holiday funds under previous agreements.

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

(ii) All moneys paid into the Fund shall be deposited in a banking account in the name of the Fund. All payments shall be made by cheque on the account of the Fund and such cheques shall be signed by two persons duly authorised thereto by the Council.

(iii) A public accountant shall be nominated by the Board to audit the accounts of the Fund.

(iv) As soon as possible after 30th June in each year the Council shall prepare a statement showing details of the income and expenditure of the Fund for the preceding 12 months and a statement showing the Fund's assets and liabilities. Such statements are to be certified by the public accountant and counter-signed by the Chairman of the Council. The certified accounts and statements and any report by the public accountant shall subsequently lie for inspection at the office of the Council and copies thereof shall be sent to the Secretary for Labour, Pretoria, within three months of the termination of the period covered thereby.

(4) An employer shall pay into the holiday fund in respect of each week an amount equal to—

- (a) in the case of an employee entitled to a prescribed wage of R11.22 or more per week, $7\frac{3}{4}\%$ (seven and three-quarter per cent) of the gross remuneration earned by each employee during that week;
- (b) in the case of an employee entitled to a prescribed wage of R11.21 or less per week, $6\frac{3}{4}\%$ (six and three-quarter per cent) of the gross remuneration earned by each employee during that week;

provided that if an 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 the contribution on the gross remuneration the employee would have earned had he remained in full time employment. Provided further that the contribution in respect of illness need not be paid for any period in excess of thirty working days in

van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat sodanige lewenskostoelae as lewenskostoelae sal geld vir die doel van:—

- (a) Oorlogsmaatreef No. 43 van 1942, soos van tyd tot tyd gewysig.
- (b) Enige plaasvervangende wetgewing wat lewenskostoelae met basiese lone konsolideer.

(2) Benewens die loon wat by klousule 37 voorgeskryf word, moet vir elke volle twee punte styging in die verbruikersprysindekssyfer bo 101 punte, 'n lewenskostoelae van 1 persent van die uurloon ten opsigte van elke uur gewerk, aan so 'n werknemer betaal word; met dien verstande dat vir elke volle 2 punte daling in die verbruikersprysindekssyfer van enige syfer bo 101 punte, mag die lewenskostoelae *mutatis mutandis* met dieselfde bedrae verminder word as die verhogings wat hierin voorgeskryf word. Vir die toepassing van hierdie klousule beteken „uurloon" die uurloon soos voorgeskryf in Goewernmentskennisgewing No. 435 van 21 Maart 1958 en beteken „verbruikersprysindekssyfer" die beswaarde gemiddelde van die nege hoofgebiede vir alle items, soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek in die *Staatskoerant* gepubliseer.

(3) Enige aanspassings ten opsigte van lewenskostoelae wat van 'n werkgewer vereis, of wat hy toegelaat word om ingevolge hierdie klousule te maak, moet met ingang van die werkweek wat onmiddellik op die publikasie van wysigings van die verbruikersprysindekssyfer volg, gemaak word.

(4) Indien dit van 'n werknemer vereis, of hy toegelaat word om oortyd te werk, moet hy, benewens die oortydbesoldiging wat by klousule 7 (8) voorgeskryf is, 'n lewenskostoelae wat bereken is op die uurloon vir sodanige tyd gewerk, betaal word.

(5) As die bedrag van lewenskostoelae wat ingevolge subklousule (1) en (2) aan 'n werknemer betaalbaar is, minder is as die bedrag wat ingevolge Oorlogsmaatreef No. 43 van 1942, of enige wysiging daarvan betaalbaar is, moet hy laasgenoemde bedrag betaal word.

12. VERLOF EN OFENBARE VAKANSIEDAE.

(1) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging. Elke werknemer moet vir elkeen van hierdie vakansiedae, ondanks die feit dat hulle op 'n Saterdag kan val, besoldiging ontvang teen die skaal van $8\frac{1}{2}$ maal sy uurloon, afgesien daarvan of die inrigting waar hy in diens is, vyf of ses dae in 'n week werk.

(2) Gedurende die geldigheidsduur van hierdie Ooreenkoms, moet alle inrigtings gedurende die volgende tydperk sluit:—

1961: Van 15 Desember 1961, tot 7 Januarie 1962 (met inbegrip van albei datums)

en gedurende sodanige geslote tydperk mag geen werk van enige aard verrig of onderneem word nie.

(3) 'n Vakansiefonds vir die Meubelnywerheid vir die Oranje-Vrystaat word hierby gestig bestaande uit werkgewers se bydraes wat gedoen word kragtens hierdie klousule en onopgeëiste gelde wat deur werkgewers ten opsigte van vakansiefondse ingevolge voorafgaande ooreenkomste inbetaal is.

(i) Die Fonds moet deur die Raad geadm. nistreer word en alle koste aangegaan 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 moet geskied per tjek op die Fonds se rekening getrek en sulke tjeks moet deur twee persone behoorlik deur die Raad gemagtig, geteken word.

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

(iv) So spoedig doenlik na 30 Junie in elke jaar moet die Raad 'n rekening opstel van die inkomste en uitgawes 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 Voorzitter van die Raad medeonderteken word. Die gesertifiseerde rekenings en state en enige verslag deur die openbare rekenmeester moet daarna ter 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.

(4) 'n Werkgewer moet in die vakansiefonds ten opsigte van elke week 'n bedrag inbetaal wat gelyk is aan die volgende:—

- (a) In die geval van 'n werknemer wat geregtig is op 'n voorgeskryfde loon van R11.22 of meer per week, $7\frac{3}{4}$ persent (sewe en 'n drie kwart persent) van die bruto besoldiging wat deur elke werknemer gedurende daardie week verdien is.
- (b) In die geval van 'n werknemer wat geregtig is op 'n voorgeskryfde loon van R11.21 of minder per week, $6\frac{3}{4}$ persent (ses en 'n drie kwart persent) van die bruto besoldiging wat deur elke werknemer gedurende daardie week verdien is.

Met dien verstande dat indien 'n werknemer korttydwerk verrig of van die werk af wegbly weens siekte, en op versoek van die werkgewer in staat is om 'n doktersertifikaat te toon, die werkgewer die bydrae op die bruto besoldiging moet betaal wat die werknemer sou verdien het as hy voltyds in diens gebly het. Voorts met dien verstande dat die bydrae ten opsigte van siekte nie vir enige tydperk bo 30 werksdae in 'n jaar betaal hoef te word nie.

any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A of this Agreement.

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

(6) (a) Amounts payable in terms of sub-clauses (4) (a) and (4) (b) hereof shall be paid not later than the twentieth day of each month following that in respect of which they are due, to the Secretary of the Council.

(b) Amounts payable in terms of sub-clauses (4) (a) and (b) hereof 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.

(c) The Council shall keep a record of each employee in respect of whom payments are made in terms of sub-clause (4) hereof to the Holiday Fund.

(d) The Holiday Fund shall be utilised for the purpose of distributing to employees a holiday bonus on the following basis and operating over the following periods:—

Between the 8th and the 16th December each employee shall be paid a holiday bonus equal to the amount paid into the Holiday Fund in terms of sub-clauses (4) and (5) hereof in respect of him during the year ending the first pay day occurring in November; provided that, subject to the provisions of sub-clause (8) of this clause, payment in respect of applications received subsequent to the 16th December shall be made as soon as possible after receipt thereof.

(e) The Council may invest any of the moneys belonging to the fund from time to time on fixed deposit or on call with a bank or registered building society under the provisions of section 21 (3) of the Act and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the fund.

(7) The Council shall not be liable to make payment to employees in terms of sub-clause (6) (d) hereof, unless application is made to the Council within a period of 6 months from the date of accrual of the holiday bonus by the employee concerned, stating the names of the employers in whose employment he was during the period in respect of which the claim is made and the periods during which he was so employed.

(8) Notwithstanding anything to the contrary herein contained, employees shall forfeit unclaimed holiday bonuses to the Council's general fund if application for payment is not made within a period of 6 months from the date of accrual of the holiday bonus or the date of coming into operation of this agreement, whichever is the later; provided that the Council shall consider claims lodged after the date of forfeiture on their merits and make such payment as it shall deem fit.

(9) In the event of the dissolution of the Council or in the event of its ceasing to function in accordance with the terms of sub-section (2) of section thirty-four of the Act in any period during which this Agreement is in force the Council or such persons as the Registrar may designate shall continue to administer the funds, and members of the Council existing 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 vacancy occurring in such Council may be filled by the Registrar from employers and employees in the Furniture Industry in the Orange Free State so as to ensure an equality of employer and employee representatives and of 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 the Council for such purposes. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (10) (i) of this clause and if upon such expiration the Council has already been liquidated 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.

(10) (i) Should this Agreement expire through effluxion of time, or for any other reason, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created or continued under a subsequent Agreement.

(ii) Upon liquidation of the Fund in terms of sub-clause (i) hereof, the moneys remaining to the credit of the Fund after payment of all claims, shall be paid into the general funds of the Council.

(11) Should the estate of an employer be sequestered or a company which is an employer be liquidated and the moneys payable to the Council by such employer in terms of sub-clause

Wanneer so 'n betaling geskied, moet die werkgewer 'n staat verstrek wat in die vorm van Aanhangsel A van hierdie Ooreenkoms voorgeskryf is.

(5) Indien 'n vakleerling in die eerste jaar van sy vakleerling-skap 'n verlofbonus moet ontvang wat minder is as die loon wat hy sou verdien het as die inrigting nie gesluit was nie en hy gedurende genoemde verloftydperk die gewone werke sou gewerk het, moet sy werkgewer hom 'n bedrag betaal gelyk aan die verskil tussen sy genoemde verlofbonus en die bedrag wat hy in die genoemde omstandighede sou verdien het.

(6) (a) Bedrae betaalbaar ingevolge subklousules (4) (a) en (4) (b) hiervan, moet voor of op die twintigste dag van elke maand wat volg op dié ten opsigte waarvan dit verskuldig is, aan die Sekretaris van die Raad betaal word.

(b) Bedrae betaalbaar ingevolge subklousules (4) (a) en (b) hiervan, moet bo en behalwe enige besoldiging wat aan 'n werknemer kragtens hierdie Ooreenkoms betaalbaar is, deur die werkgewer betaal word en mag nie van die besoldiging van so 'n werknemer afgetrek word nie.

(c) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie bedrae ingevolge subklousule (4) hiervan aan die Vakansiefonds betaal word.

(d) Die Vakansiefonds word aangewend om aan werknemers 'n verlofbonus op onderstaande grondslag en oor die ondergenoemde tydperk te betaal:—

Tussen 8 en 16 Desember moet aan elke werknemer 'n verlofbonus betaal word wat gelyk is aan die bedrag wat ingevolge subklousules (4) en (5) hiervan ten opsigte van hom in die Vakansiefonds inbetaal is ten opsigte van die jaar wat eindig op die eerste betaaldag wat in November voorkom; met dien verstande dat, behoudens die bepalinge van subklousule (8) van hierdie klousule, betaling ten opsigte van aansoek wat na 16 Desember ontvang word, so spoedig moontlik na die ontvangs daarvan gedoen moet word.

(e) Die Raad mag van die geld wat aan die Vakansiefonds behoort, van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of geregistreerde bougenootskap belê ingevolge die bepalinge van artikel een-en-twintig (3) van die Wet, en rente wat deur sulke beleggings opgebring word, moet die algemene fonds van die Raad toekom ter vergoeding van die Raad se administrasie van die Fonds.

(7) Die Raad is nie vir die betaling aan werknemers kragtens subartikel (6) (d) hiervan aanspreeklik nie, tensy aansoek deur die betrokke werknemer by die Raad gedoen word binne 'n tydperk van 6 maande na die datum waarop die verlofbonus verskuldig is, met vermelding van die name van die werkgewers in wie se diens hy was gedurende die tydperk ten opsigte waarvan die eis ingestel word en die tydperke wat hy aldus in diens was.

(8) Ondanks andersluidende bepalinge hierin vervat, verbeur werknemers onopgeëiste verlofbonusse aan die Raad se algemene fonds tensy aansoek om betaling gedoen word binne 'n tydperk van 6 maande na die datum waarop die verlofbonus verskuldig is, of die datum waarop hierdie Ooreenkoms in werking tree, na gelang van die jongste datum; met dien verstande dat die Raad eise wat na die vervaldatum ingestel word, na verdienste behandel en sodanige betaling na goeë dunde moet doen.

(9) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms van krag is, ontbind word of ophou om te funksioneer ooreenkomstig die bepalinge van subartikel (2) van artikel vier-en-dertig van die Wet, moet die Raad of sodanige persone as wat die Registrateur mag aanwys aanhou om die fondse te administreer, en lede van die 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 van die Orange-Vrystaat, geval kan word ten einde 'n gelyke getal werkgewers- en werknemers-vertenwoordigers en hul plaasvervangers in die ledetal van die Raad te verseker. In geval 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 bekleed moet word met al die bevoegdhede van sodanige Raad wat vir hierdie doel nodig is. By die verstryking van hierdie Ooreenkoms, moet die Fonds gelikwedeer word soos in subklousule (10) (ii) van hierdie klousule bepaal, en indien die Raad by sodanige verstryking alreeds gelikwedeer en sy bates verdeel is, moet die saldo van die Fonds volgens die bepalinge van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak het.

(10) (i) Ingeval hierdie Ooreenkoms vervel weens die verloop van tyd of om enige ander rede gestaak word, moet die Fonds deur die Raad geadministreer word totdat dit of gelikwedeer 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.

(ii) By die likwidasie van die Fonds ingevolge subklousule (i) hiervan, moet die geld wat na betaling van alle eise nog in die krediet van die Fonds staan, in die algemene fondse van die Raad gestort word.

(11) Indien die boedel van 'n werkgewer gesekwestreer of 'n maatskappy wat 'n werkgewer is, gelikwedeer word en die geld wat sodanige werkgewer ingevolge subklousule (4) (a) en (b)

(4) (a) and (b) hereof in respect of any period of employment (of not more than 12 months) of an employee have not been paid, the employee in respect of whom the moneys are due, shall upon such sequestration or liquidation be deemed to be entitled to 1½ days leave for each month of such period of not more than twelve months.

13. PROVISION OF TOOLS.

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

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

14. EXEMPTIONS.

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

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

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

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

15. EXISTING CERTIFICATES.

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

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct R0.13 per week from the wages of each of his employees (other than apprentices or learners), for whom a wage of R11.22 or more per week is prescribed and R0.06 per week from the wages of each of his employees (other than learners, and apprentices), for whom a wage of less than R11.22 per week is prescribed; provided that no deduction shall be made in cases where the total weekly earnings do not exceed R2.00.

To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 20th 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 the period worked by each in respect of the amount forwarded.

17. 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:—

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

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

hiervan aan die Raad verskuldig is ten opsigte van enige diens-tydperk (van hoogstens 12 maande) van 'n werknemer, nie betaal is nie, word die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië geag geregtig te wees op 1½ dae verlof vir elke maand van sodanige tydperk van hoogstens twaalf maande.

13. VERSKAFING VAN GEREEDSKAP.

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

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

14. VRYSTELLINGS.

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

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

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes ingevolge die bepalinge van subklousule (2) van hierdie klousule vasgestel waarop die vrystelling verleen is;
 - (d) die tydperk waarvoor die vrystelling geldig is; en
 - (e) die rede waarom die vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word 'n afskrif hou; en
 - (c) wanneer vrystelling aan 'n werknemer verleen word, een afskrif van die sertifikaat aan die betrokke werkgever stuur en een aan die Afdelingsinspekteur van Arbeid in wie se regsgebied sy inrigting geleë is.

15. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van enige vorige Ooreenkoms vir die Nywerheid, behou die Raad beheer oor alle of enige leerlingakap-sertifikaat, uitgereik ingevolge sodanige vorige ooreenkomste tot dat dié sertifikaat met die verstryking van tyd verval of andersins deur die Raad ingetrok of herroep is.

16. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te dek, moet elke werk-gegewer weekliks R0.13 van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge of leerlinge) vir wie 'n loon van R11.22 of meer per week voorgeskrif is, aftrek en R0.06 per week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge en leerlinge) vir wie 'n loon van minder as R11.22 per week voorgeskrif is; met dien verstande dat geen aftrekking gemaak mag word waar die totale weeklikse verdienste hoogstens R2.00 is nie.

Die werkgever moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 20ste dag van elke maand, aan die Sekretaris van die Raad stuur tesame met sy loonregister of 'n uittreksel daarvan waarin die name van die werknemers en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, vermeld word.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge enige vorige Ooreenkoms gedoen het nie, en elke werk-gegewer wat na daardie datum tot die nywerheid toetree, moet binne een maand na hy met werksaamhede begin het, onderstaande besonderhede, wat skriftelik en deur die werkgever onder-teken moet wees, aan die Sekretaris van die Raad stuur:—

- (a) Naam voluit (ingeval die besigheid 'n maatskappy of vennootskap is, moet die naam van die verantwoordelike bestuurder en/of vennote voluit verstrek word).
- (b) Adres waar die besigheid gedryf word en die woonadresse van die persone genoem in subklousule 1 (a) van hierdie klousule.
- (c) Ambag of ambagte wat hy in die nywerheid beoefen.
- (d) Name van sy werknemers en bedrywe waarin hulle in diens is.

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

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

18. WORKING PROPRIETORS, PARTNERS AND DIRECTORS.

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

19. EXHIBITION OF AGREEMENT.

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

20. TIME AND WAGE REGISTER.

(1) Every employer shall keep in the form prescribed by the regulations under the Act, a record of the earnings paid to and the time worked by each of his employees.

(2) Every employer shall retain the complete record referred to in sub-clause (1) of this clause for a period of three years subsequent to the date of any entry therein.

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

22. 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.

23. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage-sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

24. EMPLOYMENT OF TRADE UNION LABOUR.

(1) (a) No member of the trade union shall accept employment with any employer who is not a member of the employers' organisation, and no employer shall employ an employee who is not a member of the trade union; provided that any member of the employers' organisation may employ any employee who is 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 employer's 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.

Both the 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 members of the organisation concerned that his card and/or certificate of membership is no longer valid for the purpose of this section.

(4) The provisions of this clause shall not apply in respect of—

- (i) office employees;
- (ii) immigrants during the first year after the date of their entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

25. WAGES.

Subject to the provisions of clauses 8, 9, 14, 15, 16 and 29 of this Agreement, no employer shall pay and no employee shall accept lower remuneration than that prescribed in this Agreement.

26. EMPLOYMENT OF MINORS.

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

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

18. WERKENDE EIENAARS, VENNOTE, EN DIREKTEURE.

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

19. VERTONING VAN OOREENKOMS.

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

20. TYD- EN LOONREGISTER.

(1) Elke werkgewer moet in die vorm voorgeskryf by die regulasies kragtens die Wet, 'n register byhou van die verdienste wat betaal is aan elkeen van sy werknemers en die tyd wat deur hulle gewerk is.

(2) Elke werkgewer moet die volledige register genoem in subklousule (1) van hierdie klousule, bewaar vir 'n tydperk van 3 jaar na die datum van enige inskrywing wat daarin voorkom.

21. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

Elke werkgewer moet aan enigen van sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met vergaderings van die Raad na te kom.

22. TOEPASSING VAN OOREENKOMS.

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

23. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om by die uitvoering van die bepalings van hierdie Ooreenkoms behulpsaam te wees en dit is die plig van elke werkgewer en elke werknemer om sulke persone toe te laat om so 'n inrigting binne te gaan, sodanige ondersoeke in te stel en te voltooi en om sulke dokumente, boeke, loonstate, tydregisters en betaalkaarte te ondersoek en om sodanige persone te ondervra, en asoek om al sulke dade te verrig as wat nodig kan wees vir die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

24. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Geen lid van die vakvereniging mag in diens tree by enige werkgewer wat nie lid van die werkgewersorganisasie is nie en geen werkgewer mag 'n werknemer wat nie lid van die vakvereniging is, in diens neem nie; met dien verstande dat 'n lid van die werkgewersorganisasie enige werknemer in diens mag neem wat nie tot lidmaatskap van die vakvereniging toelaatbaar is 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, deur die Sekretaris van die betrokke organisasie onderteken, dien as bewys van lidmaatskap van die vakvereniging of die werkgewersorganisasie.

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. By ontvangs van sulke lys moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie in kennis stel dat sy kaart en/of sertifikaat van lidmaatskap nie langer vir die doel van hierdie artikel geldig is nie.

(4) Die bepalings van hierdie klousule is nie van toepassing nie ten opsigte van—

- (i) kantoorwerknemers;
- (ii) immigrante gedurende die eerste jaar na die datum waarop hulle die Unie van Suid-Afrika binnegekom het; met dien verstande dat, indien 'n immigrant te eniger tyd na die eerste drie maande na die aanvang van sy diens in die nywerheid, uitnodiging van die betrokke vakvereniging, tot lidmaatskap daarvan, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

25. LONE.

Behoudens die bepalings van klousule 8, 9, 14, 15, 16 en 29 van hierdie Ooreenkoms, mag geen werkgewer aan 'n werknemer laer besoldiging betaal en geen werknemer mag laer besoldiging aanneem as wat in hierdie Ooreenkoms voorgeskryf is nie.

26. INDIENSNEMING VAN MINDERJARIGES.

Geen persoon onder die ouderdom van 16 jaar mag in die Nywerheid in diens wees nie.

27. 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 wat sy indiensneming as sodanig magtig.

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

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

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

(5) For the purpose of ascertaining the minimum wage payable to a learner, any previous experience in similar work may in the discretion of the Council be taken into consideration.

(6) (a) 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.

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

- (i) the weaving of spring wire mesh;
- (ii) the making of mattresses.

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

- (i) slipstitching, sewing and joining covers, flies, cushions, cords, pelmets, bolsters, or curtains, but shall exclude the cutting of covers; and
- (ii) the cutting of mattress cases and covers, and pillows.

(7) The Council may on application authorise the employment of learners in the ratio of one learner for every two employees.

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

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

(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 Secretary of the Council when it is no longer operative.

29. SUBSCRIPTION TO TRADE UNION.

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

30. ABATEMENT OF REMUNERATION.

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

(2) Subject to the Natives 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.

31. TERMINATION OF EMPLOYMENT.

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

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

(c) An employer or an employee may terminate the contract of employment without notice by payment to the employee or payment or forfeiture to the employer, as the case may be, in lieu of notice, an amount equal to at least the wage for one hour or for such longer period as the employer and his employee may have agreed upon in terms of sub-clause (b) hereof.

(d) The period of notice shall not run concurrently with nor shall such notice be given during an employee's absence on leave granted in terms of clause 12 (2) of this Agreement, or during any period of military training an employee is required to undergo.

32. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, his employer shall upon the termination of the contract of employment furnish him with a certificate of service, showing the full names of the employer and the employee, the nature of the

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

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

(5) Ten einde die minimum loon, aan 'n leerling betaalbaar te kan vasstel, moet die duur van al sy vorige ondervinding van soortgelyke werk na goedgekenke van die Raad in aanmerking geneem word.

(6) (a) Gedurende sy leerlingenskap mag 'n leerling nie langer as drie maande, sonder goedkeuring van die Raad, in verband met dieselfde werksaamheid in diens wees nie.

(b) Leerlingeskappe in die vervaardiging van beddegoed word toegestaan ten opsigte van ondervermelde groepe werksaamhede:—

- (i) Veermaaswerk vleg; en
- (ii) matrassie maak.

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

- (i) Glipsteekwerk, stik en inmeekaarsit van oortrekkie, klappe, kussings, koorde, gordynvalle, peule of gordyne maar sluit nie die uitsny van oortrekkie in nie; en
- (ii) die uitsny van matrasslope en -oortreksels en bedkussings.

(7) Op aansoek kan die Raad die indiensneming van leerlinge in die verhouding van een leerling tot elke twee werknemers magtig.

28. INDIENSNEMING VAN HANDSKUURDERS, BEITSERS EN/OF TAPPENKLOPPERS.

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

(2) 'n Duplikaat van elke sertifikaat van toestemming wat ingevolge hierdie klousule uitgereik is, moet gegee word aan die werkgever wat dit aan die Sekretaris van die Raad moet stuur wanneer dit nie meer geldig is nie.

29. LEDEGELD AAN 'N VAKVERENIGING.

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

30. VERMINDERING VAN BESOLDIGING.

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

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

31. DIENSBEEÏNDIGING.

(a) Een uur kennis moet deur die werkgever of werknemer gegee word om 'n dienskontrak te beëindig; met dien verstande dat dit nie inbreuk mag maak op die reg van enige werkgever of werknemer om 'n dienskontrak om redes wat wetlik as voldoende beskou word, op staande voet te beëindig nie;

(b) Ondanks die bepalings van subklousule (a) van hierdie klousule, kan 'n werkgever en werknemer skriftelik ooreenkom om voorsiening te maak vir 'n langer tydperk van kennisgewing as een uur en versuim om so 'n ooreenkoms na te kom, is 'n oortreding van hierdie klousule.

(c) 'n Werkgever of werknemer kan die dienskontrak beëindig sonder kennisgewing deur aan die werknemer te betaal, of aan die werkgever te betaal of te verbeur, na gelang van die geval, in plaas van kennisgewing, 'n bedrag gelyk aan minstens die loon vir een uur of vir so 'n langer tydperk as dié waarvoor die werkgever en sy werknemer ingevolge subklousule (b) hiervan ooreengekom het.

(d) Die kennisgewingstermyn mag nie saamval nie met, en kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof, wat ingevolge klousule 12 (2) van hierdie Ooreenkoms toegestaan is of gedurende enige tydperk van militêre opleiding wat 'n werknemer verplig is om mee te maak.

32. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet sy werkgever by beëindiging van die dienskontrak 'n dienssertifikaat aan hom uitreik wat die name van die werkgever en werknemer voluit, die aard van die diens, die datums van aan-

employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, provided that the employer shall furnish such a certificate of service to an employee whose wage is on a rising scale on the basis of experience or length of employment.

33. PROHIBITED EMPLOYMENT.

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

34. BASIS OF PAYMENT.

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

35. HOURLY RATE.

Notwithstanding anything to the contrary in this Agreement, all work performed by employees shall be paid for at an hourly rate. The hourly rate to be determined by dividing the actual weekly rate by 44 for the first 24 months of this Agreement and by 43 for the unexpired period of the Agreement.

36. DIFFERENTIAL RATES.

An employee, other than a casual employee, who is required or permitted to perform work for which a higher rate of remuneration is prescribed in clause 37 of this Agreement than his usual rate of remuneration, shall be paid at such higher rate in respect of the whole day on which such higher rate of work is performed, and an employee who on any day is required or permitted to perform work in respect of which different rates of remuneration are prescribed in clause 37, shall be paid the higher or highest of such rates.

For the purpose of this sub-clause, the remuneration payable to an employee, other than a casual employee, in respect of any day on which such higher-rated work is performed, shall be not less than one-sixth of the higher or highest weekly wage prescribed for such work in the case of an employee who usually works a six-day week and not less than one-fifth of such weekly wage in the case of an employee who usually works a five-day week, and the remuneration payable to a casual employee in respect of any day on which such higher-rated work is performed, not less than one-fifth of the higher or highest weekly wage prescribed for such work in the case of an employee who usually works a six-day week and not less than one-fourth of such weekly wage in the case of an employee who usually works a five-day week.

vang en beëindiging van die kontrak, asook die loonskaal op die datum van sodanige beëindiging aangee; met dien verstande dat die werkgewer sodanige sertifikaat aan 'n werknemer moet uitreik wie se loon op 'n stygende skaal op die basis van ondervinding of duur van diens gegrond is.

33. VERBOD OP INDIENSNEMING.

Behoudens die bepalinge van artikel drie-en-tagtig van die Wet en ondanks strydige bepalinge in hierdie Ooreenkoms, onthef geen bepalinge wat die indiensneming of diensverskaffing van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, die werkgewer van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy verplig sou wees om te betaal of na te kom indien die indiensneming of diensverskaffing nie verbode was nie en die werkgewer moet voortgaan om die besoldiging te betaal en die voorwaardes na te kom asof die indiensneming of diensverskaffing nie verbied was nie.

34. BASIS VAN BETALING.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, geskied betaling vir alle werk wat verrig word teen die skaal van voorgeskrewe lone vir die werksaamheid of werksaamhede verrig en is nie gebaseer op die tegniese bedrewenheid of kwalifikasies van die betrokke werknemer nie.

35. UURLOON.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet vir alle werk deur werknemers verrig, teen 'n uurloon betaal word; die uurloon word bepaal deur die werklike weekloon deur 44 te deel vir die eerste 24 maande van hierdie Ooreenkoms en deur 43 vir die onverstrekte tydperk van die Ooreenkoms.

36. DIFFERENSIËLE LONE.

'n Werknemer, uitgesonderd 'n los werknemer, wat verplig of toegelaat word om werk te verrig waarvoor 'n hoër loonskaal as sy gewone loonskaal in klousule 37 van hierdie Ooreenkoms voorgeskryf word, moet teen sodanige hoër loonskaal betaal word ten opsigte van die hele dag waarop sodanige hoër werk-skaal verrig word; en 'n werknemer wat op enige dag verplig of toegelaat word om werk te verrig ten opsigte waarvan verskillende loonskale in klousule 37 voorgeskryf word, moet die hoër of hoogste sodanige skale betaal word.

Vir die toepassing van hierdie subklousule, is die besoldiging wat aan 'n werknemer, uitgesonderd 'n los werknemer betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word, minstens een-sesde van die hoër of hoogste weekloon voorgeskryf vir sodanige werk in die geval van 'n werknemer wat gewoonlik 'n sesdagweek werk en minstens een-vyfde van sodanige weekloon in die geval van 'n werknemer wat gewoonlik 'n vyfdagweek werk, en die besoldiging wat aan 'n los werknemer betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word, minstens een-vyfde van die hoër of hoogste weekloon voorgeskryf vir sodanige werk in die geval van 'n werknemer wat gewoonlik 'n sesdagweek werk en minstens een-vierde van sodanige weekloon in die geval van 'n werknemer wat gewoonlik 'n vyfdagweek werk.

APPENDIX A.

[Statement submitted in terms of clause 12 (3) of the agreement.]

Name and address of employer _____

Week ending _____

Index Number allotted by the Council.	Surname of Employee.	Christian Name or Names of Employee.	Occupation.	Hourly Rate.	Number of Hours Worked during Week.	Total Remuneration paid.	Amount on which Holiday Bonus is paid.	Total Number of Hours Ill.	Total Hours of compulsory Short-time.	Total Hours away on Own Accord.	Amount payable to Central Fund.	Pension Fund Contribution.
						R						

AANHANGSEL A.

[Staat ingedien ingevolge klousule 12 (3) van die Ooreenkoms.]

Naam en adres van werkgewer _____

Week wat eindig op _____

Indeksnummer deur Raad toege-wys.	Familie naam van werknemer.	Voornaam of -name van werknemer.	Bedryf.	Uurloon.	Getal ure gedurende week gewerk.	Totale besoldiging betaal.	Bedrag waarop verlof-bonus betaal word.	Totale getal ure siek.	Totale getal ure verpligte korttyd.	Totale getal ure weg uit eie beweging.	Bedrag betaalbaar aan die Sentrale fonds.	Pensioen-fonds-bydrae.
						R						

APPENDIX B.

[Notice required under Clause 7 (8) of the Agreement.]

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

AANHANGSEL B.

[Kennisgewing vereis ingevolge klousule 7 (8) van die Ooreenkoms.]

Dag.	Begintyd.	Ophoutyd.	Etenstyd.
Maandag.....	vm.	nm.	nm. tot nm.
Dinsdag.....	vm.	nm.	nm. tot nm.
Woensdag.....	vm.	nm.	nm. tot nm.
Donderdag.....	vm.	nm.	nm. tot nm.
Vrydag.....	vm.	nm.	nm. tot nm.
Saterdag.....	vm.	nm.	nm. tot nm.
Voormiddagpouse.....	vm. tot	vm.	
Namiddagpouse.....	nm. tot	nm.	

APPENDIX C.

MEDICAL CERTIFICATE UNDER CLAUSE 27 (2) OF 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) Conditions of glands of neck _____
- (f) Condition of teeth _____
- (g) Hearing _____
- (h) Sight _____
- (i) Communicable disease _____
- (j) Pediculosis _____
- (k) Physical development _____

Place _____
Date _____ 19____

Medical Officer.

AANHANGSEL C.

DOKTERSERTIFIKAAT INGEVOLGE KLOUSULE 27 (2) VAN OOREENKOMS.

Ek sertifiseer dat ek (naam voluit) _____

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

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

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

Plek _____
Datum _____

Mediese beampte.

37. WAGES.

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

Per Week.

- (1) (a) *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 (b) of this clause..... R27.58
- (b) *Sundry Operations*—
- (i) Bolting of school desks, folding chairs, and chair legs to chairs of the type known as "kitchen bent-wood", "Globe", "Standard", "Sturdy" and "Super"..... R9.35
 - (ii) Making and/or pointing of wooden dowels and pins by hand and/or machine..... R9.35
 - (iii) Knocking in wooden dowels by hand..... R7.01
 - (iv) Sandpapering by hand regardless of whether the article papered is stationary or rotating..... R9.35
 - (v) Bending of solid timber by hand or mechanical process..... R9.35
 - (vi) Removing glue from furniture..... R7.01
 - (vii) Glue mixing, weighing and preparing..... R7.01
 - (viii) The applications of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts..... R7.01
 - (ix) Knocking of sockets for casters..... R9.35
 - (x) Filling of holes or cracks in furniture with wood filler or similar substance..... R9.35
 - (xi) Fixing bed iron, domes and casters..... R9.35
 - (xii) Assistants assisting in the assembling of component parts of furniture for the purpose of joining these by means of clamps or presses; provided that the ratio of employees performing the work and employees receiving the wage prescribed in clause 37 (1) shall not exceed 2 to 1; provided that such assistants shall not be deemed assistants in the absence of the said employee who is entitled to the prescribed wage as prescribed in clause 37 (1) with the stipulation that the said assistants shall not be entitled to bore holes..... R7.01
 - (xiii) Fixing corner blocks to chairs, provided screws are not used..... R9.35
- (2) *Setting Out*, which means the preparation of a plan for the manufacture of furniture, by means of a rod, board, lath batton or strip, generally cut to a fixed length, upon which are marked either the heights, widths, or other dimensions of the article to be manufactured..... R27.58
- (3) *Marking Out*—
- (a) 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..... R27.58
 - (b) Repetitive marking out of shoulder and/or knee blocks and/or pieces with a design or pattern..... R7.01
- (4) (a) *Furniture Machining*, which means any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, including the operation of multiple drum machines, open belt sanders, but excluding the undermentioned sundry operations..... R27.58
- (b) *Sundry Furniture Machining Operations*—
- (i) Setting up and operating single drum sander..... R17.30
 - (ii) Setting up and operating hinge recessing machine for the purpose of cutting recesses for locks and hinges..... R17.30
 - (iii) Boring holes..... R17.30
 - (iv) Making and jointing sandpaper rolls or discs and belts for open belt sander and glueing sandpaper rolls..... R7.01
 - (v) Setting up and operating any type of vibrating-reciprocating hand-sandpapering machine manipulated by hand..... R9.35
 - (vi) Setting up and operating drum, disc, triangle and portable sanding machines..... R11.22
- (5) (a) *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 of all types and classes of furniture, but excluding the undermentioned sundry operations..... R27.58
- (b) *Sundry Polishing Operations*—
- (i) Waxing..... R9.35
 - (ii) 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..... R9.35
 - (iii) The removal of doors and fittings in preparation for polishing..... R9.35
 - (iv) Filling in with plaster of paris or any other filling material..... R9.35
 - (v) Hand-sandpapering..... R9.35
 - (vi) Bleaching of furniture with acids or any other bleaching agent..... R9.35
 - (vii) Stripping..... R9.35
 - (viii) Spraying of metal..... R9.35
 - (ix) Staining, filling, oiling and/or reviving by hand only..... R9.35
 - (x) Straining of materials..... R7.01
 - (xi) Cleaning spray guns..... R7.01
- (6) (a) *Furniture Upholstering*, which means any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used and includes, *inter alia*, cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes, other than wooden or metal laths and crossbars, filling, cane weaving, covering, buttoning, tacking, stapling, studding, and padding, attaching of units to frames other than bed frames but excluding the work performed by a seamstress and the undermentioned sundry operations..... R27.58
- (b) *Sundry Furniture Upholstering Operations*—
- (i) Positioning of webbing and substitutes other than wooden or metal laths and crossbars..... R11.22
 - (ii) Attaching units to frames other than bed frames..... R27.58
 - (iii) Positioning of wooden and metal laths and crossbars to frames for upholstery..... R18.70
 - (iv) Filling of cushions with spring interiors and/or spring units..... R22.44
 - (v) Fixing of ready made cane mats..... R17.30
 - (vi) Riemple work..... R9.35
 - (vii) Hooking on of helical springs and/or chain and/or no-sag springs and/or hoop iron or other similar materials for the sole purpose of serving as a support for a loose cushion or support for a bed base or studio couch..... R9.35
 - (viii) Teasing coir or other materials by hand and/or machine..... R7.01
 - (ix) Unwinding filling materials in rope form..... R7.01
 - (x) Banding upholsterers' beading..... R7.01
 - (xi) Making buttons and tufts..... R7.01
 - (xii) Loading, wheeling and operating a cloth spreading machine..... R9.35
 - (xiii) Tufting by hand or machine..... R17.30
 - (xiv) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine..... R17.30
 - (xv) Laying out filling materials on spring unit..... R17.30

37. LONE.

Die minimum loon wat deur 'n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, is soos hieronder uiteengesit:—

Per week.

- (1) (a) *Meubels maak*, wat enige werkzaamheid of proses in die vervaardiging en/of inmekaar sit van meubels beteken, hetsy in die geheel of gedeeltelik, met die hand, met handgereedskap of meganiese toestelle, maar nie die werk-saamhede omvat wat in subartikel (b) van hierdie klousule genoem word nie..... R27.58
- (b) *Diverse werkzaamhede*:—
 - (i) Vasbout van skoolbanke, voustoele; en stoelpote aan stoele van die soort bekend as „Kitchen Bent-wood”, „Globe”, „Standard”, „Sturdy” en „Super”..... R9.35
 - (ii) Maak en/of skerpmak van houtpenne en boutte met die hand en/of masjien..... R9.35
 - (iii) Houtpenne met die hand inslaan..... R7.01
 - (iv) Skuurpapier bewerking met die hand, afgesien daarvan of die artikel wat geskuur word, stilstaan of draai..... R9.35
 - (v) Soliede hout met die hand of meganiese proses buig..... R9.35
 - (vi) Lym van meubels verwyder..... R7.01
 - (vii) Lym meng, weeg en berei..... R7.01
 - (viii) Die aansit van lym en lym hardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmeekaarsit van meubelonderdele..... R7.01
 - (ix) Mowwe vir wietjies inslaan..... R9.35
 - (x) Gate of barste in meubels met houtvulsel of soortgelyke middels vul..... R9.35
 - (xi) Bedysters, knoppe en wietjies inmeekaarsit..... R9.35
 - (xii) Handlanger behulpzaam met meubelonderdele inmekaar of bymekaar sit vir die doel om aanmekaar te voeg deur middel van klampe of druktoestelle; met dien verstande dat die verhouding van werknemers wat die werk uitvoer en werknemers wat die loon ontvang wat voorgeskryf word in klousule 37 (1) nie meer as 2 tot 1 mag wees nie; met dien verstande dat sodanige handlangers nie as hand-langers geag word by die afwesigheid van genoemde werknemer wat geregtig is op die voorgeskrewe loon soos voorgeskryf in klousule 37 (1); met die bepaling dat genoemde handlangers nie geregtig is om gate te boor nie..... R7.01
 - (xiii) Hockblokkies aan stoele vasslaan, mits geen skroewe gebruik word nie..... R9.35
- (2) *In bestek bring*, wat beteken die bereiding van 'n plan om meubels te vervaardig, deur middel van 'n stang, plank, lat, roede of strook, gewoonlik volgens vasgestelde lengte gemaak, waarop of die hoogtes, wydtes of enige ander afmeting van die artikels wat vervaardig moet word, afgemerk is..... R27.58
- (3) *Afmerk*:—
 - (a) Wat beteken die maak van merke aan hout vir meubelstukke of in die geheel of gedeeltelik volgens afmetings deur middel van duinstok, meetstok, reiplank, leipatroon, stelmasjien, of enige ander toestel vir die doel om masjienwerk, pas of inmeekaarsitwerk te verrig..... R27.58
 - (b) Herhalingsafmerk van skouer- en/of knieblokke en/of stukke met 'n ontwerp of patroon..... R7.01
- (4) (a) *Meubels met masjiene maak*, wat enige werkzaamheid of proses beteken, verrig deur enige soort of klas masjien by die vervaardiging van meubels te gebruik; hetsy in die geheel of gedeeltelik, met inbegrip van die werking van meervoudige drom-masjiene, oopbeltskuurders, maar uitgesonderd die ondergenoemde diverse bedrywighede..... R27.58
- (b) *Diverse masjienwerkzaamhede by die maak van meubels*:—
 - (i) Enkeldromskuurder oprig en bedien..... R17.30
 - (ii) Skarnier-uitholmasjien oprig en bedien vir die doel om inhamme te sny vir slotte en skarniere..... R17.30
 - (iii) Gate boor..... R17.30
 - (iv) Skuurpapierrolle-of-skywe en -bande vir oopbandskuurder maak en las en skuurpapier rolle vasgom..... R7.01
 - (v) Enige soort trillende heen-en-weergaande handskuurpapier-masjien wat met die hand gedraai word, oprig en bedien..... R9.35
 - (vi) Tol-, skyf-, driehoek- en draagbare skuurmasjien oprig en bedien..... R11.22
- (5) (a) *Meubels poleer*, wat enige werkzaamhede of proses beteken, met die hand of meganiese toestel verrig in die totstandbring van 'n gepoleerde en/of afgewerkte oppervlakte deur middel van skellak, verf, duco, lakvernis, ennemmel, sellulose, vernis, beits, 'n paste wat as 'n skuurmiddel en/of poleermiddel of albei werk; of soort-gelyke stowwe, en dit omvat die greiner en pas van kleure van alle soorte en klasse meubels, maar uitgesonderd ondergenoemde diverse bedrywighede..... R27.58
- (b) *Diverse poleerwerkzaamhede*:—
 - (i) Wasbestraking..... R9.35
 - (ii) Die verf en/of vul die rande van reeplaag- en/of laaghout om 'n oppervlakte vir poleerwerk te berei en/of lakverniswerk en/of greinwerk en/of pas van kleur..... R9.35
 - (iii) Die verwydering van deure en toebehore ter bereiding vir poleerwerk..... R9.35
 - (iv) Met gips of enige ander vulsel vul..... R9.35
 - (v) Handskuurwerk..... R9.35
 - (vi) Meubels met sure of enige ander bleikmiddel bleik..... R9.35
 - (vii) Uitmekaarhaal..... R9.35
 - (viii) Metaal bespuit..... R9.35
 - (ix) Beits, vul, olie en/of met die hand alleen herstel..... R9.35
 - (x) Filtreer van materiaal..... R7.01
 - (xi) Spuittoestelle skoonmaak..... R7.01
- (6) (a) *Meubels stoffeer*, wat enige werkzaamheid of proses beteken by die bedekking van enige soort meubel, of in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit omvat o.a. die sny van alle oortreksels en los oortreksels, stik en/of met die hand las of met 'n meganiese toestel, vlegwerk wat die in posisie plaas van vlegwerk en plaasvervangers omvat, uitgesonderd hout of metaallatte en dwarsstawe, vul, rottangvleg, bedek, knope aanwerk, ryg, vaskram, beslagnaels inslaan en opstop, eenhede aan rame heg, uitgesonderd bedrame, maar behalwe die werk deur die naaister verrig en die ondergenoemde diverse werkzaamhede..... R27.58
- (b) *Diverse stoffeerwerkzaamhede i.v.m. meubels*:—
 - (i) Vlegwerk en ander plaasvervangers as hout- of metaallatte en dwarsstawe in posisie plaas..... R11.22
 - (ii) Eenhede aan ander rame as bedrame heg..... R27.58
 - (iii) Hout- en metaallatte en dwarsstawe aan rame vir stoffering plaas..... R18.70
 - (iv) Kussings met veerbinnewerk en/of vereenhede vul..... R22.44
 - (v) Klaarvervaardigde rottangmatte aansit..... R17.30
 - (vi) Riempiewerk..... R9.35
 - (vii) Spiraalvere en/of ketting- en/of „nie-sak-” vere en/of hoepelyster of ander dergelyke materiaal vashaak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir binnevoetstuk of ateljeerusbank..... R9.35
 - (viii) Klapperhaar of ander materiaal met die hand en/of masjien uitpluis..... R7.01
 - (ix) Vulsel in touvorm losdraai..... R7.01
 - (x) Bandwerk met stoffeerdere se kraallyste..... R7.01
 - (xi) Knope en klossies maak..... R7.01
 - (xii) 'n Doekspreimasjien laai, stoot en bedien..... R9.35
 - (xiii) Met die hand of masjien deurstik..... R17.30
 - (xiv) Deurvlegte kussingkie aan veereenhede of met die hand of masjien heg, stik of vaskram..... R17.30
 - (xv) Vulsel op veereenhede spreid..... R17.30

(xvi) Assisting upholsterer in holding cover.....	R7.01
(xvii) Upholstering loose chair seats.....	R22.45

For the purposes of this sub-clause and sub-clause (11) a spring unit means an independent assembly of coil springs or continuous springs so inter-connected, associated, or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion, seat or any other bedding and/or seating device.

(7) (a) <i>Furniture Carving and/or Wood Carving</i> , which means any operation or process, either in whole or in part, performed by hand, hand-tools or mechanical appliance in creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type and class of furniture.....	R27.58
(b) Spotting and punching the background of wood carving.....	R11.22
(8) <i>Furniture Woodturning</i> , which means any operation or process performed by hand, or mechanical process in the manufacturing of a shaped article or component part, either in whole or in part, used as or in conjunction with furniture of all types.....	R27.58
(9) (a) <i>Furniture Veneering</i> , which means any operation or process performed by hand or mechanical appliance, in the overlay of all types of furniture and furniture parts, either in whole or in part with veneer, cutting, laying, jointing, matching, pressing veneer, but excludes the undermentioned sundry operations.....	R27.58
(b) <i>Sundry Veneering Operations</i> —	
(i) The tapering, stapling, and/or tacking of veneers for pressing by hand or by machine.....	R7.01
(ii) Tapeless jointing by machine.....	
(iii) Operating presses of any kind.....	
(iv) Loading and unloading vacuum bag, and presses of any kind.....	
(v) Washing of gum or other tapes.....	
(vi) Stacking parts after pressing.....	
(vii) Spreading of glue by hand or machine.....	
(viii) Removing glue.....	
(10) (a) Learners employed in learning the classes of work referred to in sub-clauses 1 to 9 inclusive—	
For the first year of employment.....	R3.74
For the second year of employment.....	R7.48
For the third year of employment.....	R11.22
For the fourth year of employment.....	R14.97
Thereafter at the rates prescribed for employees in sub-clauses 1 to 9 inclusive.	
(b) Major learners employed exclusively in learning the upholstering processes in the manufacture of studio couches—	
For the first six months of employment.....	R7.48
For the second six months of employment.....	R11.22
For the third six months of employment.....	R14.97
For the fourth six months of employment.....	R18.70
Thereafter at the rates prescribed for employees in sub-clauses 1 to 9 inclusive.	
(11) (a) <i>Bedding Making</i> , means the manufacture by hand or mechanical appliance, either in whole or in part of all types of mattresses filled with coir, hairlock, flock, kapoc, cotton, wadding, hair fibre, wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain springs meshes, spiral springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations.....	R16.83
(b) <i>Sundry Bedding Operations</i> —	
(i) Weaving of spring mesh.....	R16.83
(ii) Stuffing filling into mattress cases whether by hand or machine.....	R16.83
(iii) Side stitching.....	R16.83
(iv) Tufting, whether by hand or machine.....	R16.83
(v) Operating a border quilting machine.....	R16.83
(vi) Operating a top quilting machine.....	R16.83
(vii) Preparing frames and rollers for the top quilting machine.....	R16.83
(viii) Securing, sewing or stapling inter-laced pads to spring units whether by hand or machine.....	R16.83
(ix) Securing quilted mattress borders to spring units.....	R16.83
(x) Laying out filling material upon a spring unit.....	R16.83
(xi) Securing mattress tops, whether quilted or not, in position for building a prebuilt or spring mattress.....	R16.83
(xii) Tape edging a spring interior mattress.....	R16.83
(xiii) Roll edging by hand or machine.....	R16.83
(xiv) Cutting tops, borders and cases.....	R13.09
(xv) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....	R13.09
(xvi) Sewing mattress handles to borders.....	R13.09
(xvii) Joining border lengths.....	R13.09
(xviii) Closing up, by hand or machine, the mouth of a mattress.....	R13.09
(xix) Closing pillows, cushions, bolsters.....	R13.09
(xx) Bolting by hand of bed mattress frames.....	R9.35
(xxi) Preparing spools for a border quilting machine.....	R9.35
(xxii) Cutting quilted borders to length.....	R9.35
(xxiii) Punching holes in mattress borders.....	R9.35
(xxiv) Fitting ventilators and handles to mattress borders.....	R9.35
(xxv) Feeding the inter-lacing machine.....	R9.35
(xxvi) Cutting and making of pads irrespective of materials used.....	R9.35
(xxvii) Positioning of laths, crossbars or fixing webbing to mattress or bed frames.....	R9.35
(xxviii) Staining mattress frames.....	R9.35
(xxix) Affixing lugs to mattresses.....	R9.35
(xxx) Positioning and securing a mesh to mattress frame.....	R9.35
(xxxi) Hanging loops on needles in compression tufting.....	R9.35
(xxxii) Loading, wheeling and operating a cloth spreading machine.....	R9.35
(xxxiii) Operating a teasing machine.....	R7.01
(xxxiv) Attending a loop making machine.....	R9.35
(xxxv) Attaching loops to buttons or tufts.....	R9.35
(xxxvi) Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or springs units.....	R7.01
(xxxvii) Weighing pillows, bolsters and cushions.....	R7.01
(xxxviii) Stripping bedding.....	R7.01
(xxxix) Fitting castors and sockets.....	R9.35
(xl) Staining and/or varnishing frames for bedding by hand.....	R9.35
(xli) 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.....	R9.35
(xlii) Cutting chain, wire, hoop-iron or any other similar materials for chain springs.....	R7.01

Per week.

(xvi) Stoffeerder help deur oortreksel vas te hou.....	R7.01
(xvii) Los sitvlakke van stoele stoffeer.....	R22.45
Vir die toepassing van hierdie subklousule en subklousule (11) beteken 'n veereenheid 'n onafhanklike versameling 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, stoelmat of enige ander bed en/of sittoestel.	
(7) (a) Meubelsnywerk en/of houtsnijwerk, 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 (ewebeeld) van enige voorwerp te maak waarvan die doel is om enige soort of klas meubel te versier en/of te verfraai....	R27.58 R11.22
(b) Die agtergrond van houtsniewerk stippel en pons.....	
(8) Meubel-houtdraaierwerk, wat enige werksaamheid of proses beteken, met die hand of meganiese proses verrig, in die vervaardiging van 'n afgewerkte artikel of onderdeel, of in die geheel of gedeeltelik, gebruik as, of in verband met meubels van enige soort.....	R27.58
(9) (a) Meubelfineerwerk, wat enige werksaamheid of proses beteken, met die hand of meganiese toestel verrig by die bedekking van enige soort meubels of meubelonderdele, of in die geheel of gedeeltelik, met finer, sny, inle, voeg, pas en pers van finer, maar omvat nie die ondergenoemde diverse werksaamhede nie.....	R27.58
(b) Diverse finerwerksaamhede:—	
(i) Finer met band vasheg, -kram en/of -spyker om met hand of masjien gepers te word.....	R7.01
(ii) Masjienvoegwerk sonder bande.....	
(iii) Perse van enige soort bedien.....	
(iv) Vakuumsak en enige soort pers laai en ontlai.....	
(v) Gom- of ander bande was.....	
(vi) Onderdele na perswerk stapel.....	
(vii) Lym met die hand of met masjien spreid.....	
(viii) Lym verwyder.....	
(10) (a) Leerlinge in diens om die klasse werk genoem in subklousules 1 tot en met 9 te leer:—	
Vir die eerste jaar van leerlingskap.....	R3.74
Vir die tweede jaar van leerlingskap.....	R7.48
Vir die derde jaar van leerlingskap.....	R11.22
Vir die vierde jaar van leerlingskap.....	R14.97
Daarna teen die skale in subklousules 1 tot en met 9 vir werknemers voorgeskryf.	
(b) Meerderjarige leerlinge uitsluitlik in diens om die stoffeerprosesse by die vervaardiging van ateljeerusbanke te leer.	
Vir die eerste ses maande van leerlingskap.....	R7.48
Vir die tweede ses maande van leerlingskap.....	R11.22
Vir die derde ses maande van leerlingskap.....	R14.97
Vir die vierde ses maande van leerlingskap.....	R18.70
Daarna teen die skale in subklousules 1 tot en met 9 vir werknemers voorgeskryf.	
(11) (a) Beddegoedvervaardiging, beteken die vervaardiging met die hand of meganiese toestel, of in die geheel of gedeeltelik, van alle soorte matrassie gevel met klapperhaar, „hairlock“, flok, kapok, katoen, watte, haarvesel, 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, bo-matrasse, spreie, die aanslaan en/of -haak aan springmatdrade, kettingveermase, spiraalvere en spiraalvere aan rame vir bedwerk maar uitgesonderd die ondergenoemde diverse bedrywighede.....	R16.83
(b) Diverse beddegoedwerksaamhede:—	
(i) Veermaaswerk vleg.....	R16.83
(ii) Vulsel in matrassoorttrekke of met die hand of masjien instop.....	R16.83
(iii) Sye stik.....	R16.83
(iv) Deurstik, of met die hand of masjien.....	R16.83
(v) Randstikwerkmasjien bedien.....	R16.83
(vi) Topstikwerkmasjien bedien.....	R16.83
(vii) Rame en rollers vir die topstikwerkmasjien berei.....	R16.83
(viii) Deurgevlegte kussinkies aan veereenhede, of met die hand of masjien, heg, stik of vaskram.....	R16.83
(ix) Gestikte matrassrande aan veereenhede heg.....	R16.83
(x) Vulsel op 'n veereenheid spreid.....	R16.83
(xi) Matrasstoppe, hetsy gestik of nie, in posisie heg om 'n voorafvervaardigde of springmatras te bou.....	R16.83
(xii) Bande aan kante van 'n matras met veerbinnewerk stik.....	R16.83
(xiii) Rolkantwerk met die hand of masjien.....	R16.83
(xiv) Bostukke, rande en oortreksels uitsny.....	R13.09
(xv) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrassoorttreksels, ateljeerusbank-oortreкке en onderdele.....	R13.09
(xvi) Matrasbandvatsels aan rande stik.....	R13.09
(xvii) Randlengtes saamvoeg.....	R13.09
(xviii) Die bek van die matras toewerk.....	R13.09
(xix) Bedkussings, stoelkussings en peule toewerk.....	R9.35
(xx) Bedmatrasrame met die hand vasbout.....	R9.35
(xxi) Spoel vir randstikmasjien berei.....	R9.35
(xxii) Gestikte rande volgens lengte sny.....	R9.35
(xxiii) Gate in matrassrande sny.....	R9.35
(xxiv) Ventilators en handvatsels aan matrassrande aansit.....	R9.35
(xxv) Deurvlegmasjien voer.....	R9.35
(xxvi) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	R9.35
(xxvii) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....	R9.35
(xxviii) Matrasrame kleur.....	R9.35
(xxix) Hingsels aan matrassie heg.....	R9.35
(xxx) 'n Maas aan 'n matrassie in posisie plaas en heg.....	R9.35
(xxxi) Oë aan naalde in drukdeurstikmasjien hang.....	R9.35
(xxxii) Doekspreimasjien laai, stoot en bedien.....	R7.01
(xxxiii) 'n Pluismasjien bedien.....	R9.35
(xxxiv) 'n Oogmaakmasjien bedien.....	R9.35
(xxxv) Oë aan knope of klossies heg.....	R7.01
(xxxvi) Bedkussings, stoelkussings en peule met stowwe of materiaal, behalwe veerbinnewerke en/of veereenhede vul.....	R7.01
(xxxvii) Bedkussings, stoelkussings en peule weeg.....	R7.01
(xxxviii) Beddegoed uitmekaar haal.....	R9.35
(xxxix) Wieletjies en mowwe aansit.....	R9.35
(xl) Rame vir beddegoed met die hand beits en/of vernis.....	R9.35
(xli) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vashaak, afgesien van die materiale waarvan die rame gemaak is.....	R7.01
(xlii) Ketting, draad, hoepelyster of enige dergelyke materiale vir kettingvere sny.....	

		Per Week.
(xliii)	Filling of cushions with spring units.....	R18.70
(xliv)	Fixing bed irons.....	R9.35
(xlv)	Teasing coir or any other materials by hand.....	R7.01
(xlvi)	Attaching spring units to bed frames.....	R9.35
(12) Learners employed in learning—the classes of work referred to in sub-clause (11)—		
	For the first six months of employment.....	R5.61
	For the second six months of employment.....	R7.48
	For the third six months of employment.....	R9.35
	For the fourth six months of employment.....	R11.23
	Thereafter the wage prescribed in sub-clause (11) (a).	
(13) (a) Furniture Seamster or Seamstress, which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers.....		
		R13.09
(b) Learners employed in learning the class of work referred to in sub-clause (13) (a):—		
	For the first six months of employment.....	R4.68
	For the second six months of employment.....	R6.54
	For the third six months of employment.....	R8.42
	For the fourth six months of employment.....	R10.28
	Thereafter the wages prescribed in sub-clause (13) (a).	
(14) Labouring, which means—		
(i)	Cleaning and sweeping of premises.....	R7.01
(ii)	Cleaning machinery, plant, tools and utensils.....	
(iii)	Oiling and greasing machines and/or vehicles.....	
(iv)	Lime washing.....	
(v)	Loading and/or unloading vehicles.....	
(vi)	Handling materials.....	
(vii)	Pushing or pulling a vehicle or handcart.....	
(viii)	Delivery by manually propelled vehicles.....	
(ix)	Unpacking, baling and unbalancing raw materials.....	
(x)	Cleaning and blowing down equipment.....	
(xi)	Attending boiler, incinerator and/or oven.....	
(xii)	Loading and unloading kilns.....	
(xiii)	The treatment of timber for preservation.....	
(xiv)	Packing articles in paper or into cartons and/or cardboard containers and/or thereafter filling and closing such cartons and containers.....	
(xv)	Washing and/or wiping off glue.....	
(xvi)	Stripping second-hand upholstery and bedding.....	
(xvii)	Assisting a furniture machinist in handling materials before and after machining.....	
(xviii)	Cutting metal rods, cutting hinges, metal tubes, metal strips, wire, hoop iron and all similar materials.....	
(xix)	Riveting or making threads on iron bolts and rods.....	
(xx)	Operating presses of any type.....	
(xxi)	Bailing and dipping of upholstery spring.....	
(xxii)	Attending to dust bags and or cyclones from sanding machines.....	
(xxiii)	Glueing sandpaper discs.....	
(xxiv)	Straightening and/or cutting hoop iron used for webbing.....	
(xxv)	Beating and/or teasing coir by hand.....	
(xxvi)	Cleaning metal rods.....	
(xxvii)	Operating dowel-flattening machine.....	
(xxviii)	Inserting screws before they are screwed down.....	
(15) Miscellaneous—		
(i)	Employees engaged in welding (other than spot welding).....	R27.58
(ii)	Employee engaged in spot welding.....	R16.13
(iii)	Machinery maintenance mechanic.....	R27.58
(iv)	Driver of motor vehicle the unladen weight of which together with the weight of any trailer or trailers drawn by such vehicle is—	
	(a) not exceeding 6,000 lb.....	R15.90
	(b) more than 6,000 lb. but not exceeding 10,000 lb.....	R19.63
	(c) exceeding 10,000 lb.....	R23.18
(v)	Despatch clerk, storeman, timekeeper.....	R14.96
(vi)	Watchman.....	R12.06
(vii)	Packer.....	R11.22
(viii)	Learner packer.....	R7.01
(ix)	Bending, punching, riveting, drilling and/or assembling metal parts.....	R7.01
(x)	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.....	R9.35
(xi)	"Casual employees", the wage prescribed in clause 37 for the class of work performed by such casual employee.	

(16) Office Employees.—Notwithstanding anything to the contrary in this agreement the following will be the wages payable to male and female office employees:—

	<i>Per Month.</i>		<i>Per Month.</i>
Male—		Female—	
First year of employment.....	R20.00	First year of employment.....	R18.00
Second year of employment.....	R27.00	Second year of employment.....	R22.50
Third year of employment.....	R34.00	Third year of employment.....	R27.00
Fourth year of employment.....	R41.00	Fourth year of employment.....	R31.50
Fifth year of employment.....	R49.00	Thereafter.....	R36.00
Thereafter.....	R55.00		

J. J. COETZEE,
Chairman of the Industrial Council.

J. J. ANTONIE,
Vice-Chairman of the Industrial Council.

G. J. D. JORDAAN,
Secretary of the Industrial Council.

Bloemfontein,
23rd May, 1960.

(xliii) Kussings met veereenhede vul.....	Per week.
(xliii) Kussings met veereenhede vul.....	R18.70
(xliii) Kussings met veereenhede vul.....	R9.35
(xliii) Kussings met veereenhede vul.....	R7.01
(xliii) Kussings met veereenhede vul.....	R9.35

(12) Leerlinge in diens om die klasse werk te leer wat in subklousule (11) genoem word:—

Vir die eerste ses maande van leerlingskap.....	R5.61
Vir die tweede ses maande van leerlingskap.....	R7.48
Vir die derde ses maande van leerlingskap.....	R9.35
Vir die vierde ses maande van leerlingskap.....	R11.23
Daarna die loon in subklousule (11) (a) voorgeskryf.	

(13) (a) *Meubelnaaier of naaister*, beteken 'n werknemer in diens in enige werksaamheid of proses, of in die geheel of gedeeltelik, met die hand of met meganiese toestel gedoen in glijsteek, stik en/of aanmekaarvoeg van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar omvat nie die uitsny van oortreksels nie.....

R13.09

(b) Leerlinge in diens om die klas werk te leer in wat in subklousule (13) (a) genoem word:—

Vir die eerste ses maande van leerlingskap.....	R4.68
Vir die tweede ses maande van leerlingskap.....	R6.54
Vir die derde ses maande van leerlingskap.....	R8.42
Vir die vierde ses maande van leerlingskap.....	R10.28
Daarna die lone in subklousule (13) (a) voorgeskryf.	

(14) Arbeid wat beteken:—

(i) Persele skoonmaak en vee.....	R7.01
(ii) Masjinerie, installasie, gereedskap en gerei skoonmaak.....	R7.01
(iii) Masjiene en/of voertuie olie en smeer.....	R7.01
(iv) Witkalk.....	R7.01
(v) Voertuie laai en/of aflaai.....	R7.01
(vi) Materiale hanteer.....	R7.01
(vii) Voertuig of handkar stoot en trek.....	R7.01
(viii) Aflewering deur handvoertuie.....	R7.01
(ix) Grondstowwe uitpak, baal en uit bale haal.....	R7.01
(x) Uitrusting skoonmaak en -blaas.....	R7.01
(xi) Stoomketel, verbrander en/of oond bedien.....	R7.01
(xii) Oonde laai en leegmaak.....	R7.01
(xiii) Die behandeling van hout vir presevering.....	R7.01
(xiv) Artikels in papier of in kartonne en/of kartonhouers verpak.....	R7.01
en/of daarna die kartonne en houters vul en sluit.....	R7.01
(xv) Lym afwas en/of afvee.....	R7.01
(xvi) Gebruikte stoffeerwerk en beddegoed uitmekaar haal.....	R7.01
(xvii) Meubelmajinis help om materiale voor en na masjienwerk te hanteer.....	R7.01
(xviii) Metaalstawe sny, hingsels, metaalbuis, metaalstrookies, draad, hoepelyster en ander dergelyke materiale sny.....	R7.01
(xix) Ysterboute en -stawe klink en draadsny.....	R7.01
(xx) Enige soort pers bedien.....	R7.01
(xxi) Vere vir stoffeerwerk baal en indompel.....	R7.01
(xxii) Sorg vir stofsakke en/of siklone van skuurmasjiene.....	R7.01
(xxiii) Skuurpapierskywe lym.....	R7.01
(xxiv) Hoepelyster vir vlegwerk gebruik, reguit maak en/of sny.....	R7.01
(xxv) Klapperhaar met die hand uitklop en/of uitpluis.....	R7.01
(xxvi) Metaalstawe skoonmaak.....	R7.01
(xxvii) Tapplaatdrukmasjiene bedien.....	R7.01
(xxviii) Skroewe insit voordat hulle ingeskroef word.....	R7.01

(15) Diverse:—

(i) Werknemers wat sweiswerk (uitgesonderd puntsweiswerk) doen.....	R27.58
(ii) Werknemers wat puntsweiswerk doen.....	R16.13
(iii) Masjiene-onderhoudswerktuigkundige.....	R27.58
(iv) Bestuurder van 'n motorvoertuig waarvan die gewig sonder vrag saam met die gewig van enige sleepwa of sleepwaens, wat deur so 'n voertuig getrek word:—	
(a) nie 6,000 lb. oorskry nie.....	R15.90
(b) 6,000 lb. oorskry maar nie 10,000 lb. nie.....	R19.63
(c) 10,000 lb. oorskry.....	R23.18
(v) Versendingsklerk, magasynmeester, tydopnemer.....	R14.96
(vi) Wag.....	R12.06
(vii) Verpakker.....	R11.22
(viii) Leerling verpakker.....	R7.01
(ix) Metaaldele buig, deurslaan, klink, boor en/of inmeekaarsit.....	R7.01
(x) Werknemers in diens in verband met enige van die prosesse in die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele.....	R9.35
(xi) „Los werknemers” die voorgeskryfde loon in klousule 37 vir die klas werk wat so 'n los werknemer verrig.	

(16) „Kantoorwerkers”—Ondanks andersluitende bepalinge in hierdie Ooreenkoms, is onderstaande die lone aan manlike en vroulike kantoorwerknemers betaalbaar:—

Mantlik—	Per maand.	Vroulik—	Per maand.
Eerste jaar diens.....	R20.00	Eerste jaar diens.....	R18.00
Tweede jaar diens.....	R27.00	Tweede jaar diens.....	R22.50
Derde jaar diens.....	R34.00	Derde jaar diens.....	R27.00
Vierde jaar diens.....	R41.00	Vierde jaar diens.....	R31.50
Vyfde jaar diens.....	R49.00	Daarna.....	R36.00
Daarna.....	R55.00		

Bloemfontein.
23 Mei 1960.

J. J. COETZEE,
Voorsitter van die Nywerheidsraad.
J. J. ANTONIE,
Ondervoorsitter van die Nywerheidsraad.
G. J. D. JORDAAN,
Sekretaris van die Nywerheidsraad.

No. 611.]

[21 April 1961.]

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

FURNITURE INDUSTRY, ORANGE FREE STATE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (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, Orange Free State, published under Government Notice No. 610 of the 21st April, 1961, 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.

No. 612.]

[21 April 1961.]

WAR MEASURES ACT, 1940.

**SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE UNDER WAR
MEASURE No. 43 OF 1942.**

FURNITURE INDUSTRY, ORANGE FREE STATE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) Measure No. 43 of 1942, hereby suspend the operation of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 11 of the Agreement for the Furniture Industry, Orange Free State, published under Government Notice No. 610 of the 21st April, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

No. 611.]

[21 April 1961.]

**WET OP FABRIEKE, MASJIERIE EN BOU-
WERK, 1941, SOOS GEWYSIG.**

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjienerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Oranje-Vrystaat, gepubliseer by Goewermentskennisgewing No. 610 van 21 April 1961, oor die algemeen vir persone wie se werkure en besoldiging 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. 612.]

[21 April 1961.]

WET OP OORLOGSMAATREËLS, 1940.

**OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942.**

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

Namens die Minister van Arbeid skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-regulasie (1) van regulasie 4 van die Regulasies wat by Oorlogsmaatreël No. 43 van 1942 gepubliseer is, hierby die bepalings van genoemde Regulasies op ten opsigte van alle werknemers wat kragtens klousule 11 van die Ooreenkoms vir die Meubelnywerheid, Oranje-Vrystaat, gepubliseer by Goewermentskennisgewing No. 610 van 21 April 1961, op 'n lewenskostoelae-geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.



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