



# Government Gazette

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12 JUNIE 1964.

[No. 818.

### GOVERNMENT NOTICES.

#### DEPARTMENT OF LABOUR.

No. R. 876.] [12 June 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE INDUSTRY, SOUTH WESTERN DISTRICTS.

#### MAIN AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 10th November, 1966, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1, 2, 9 (4) (c), 22, 24, 25 and 30 of Part I, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 10th November, 1966, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn, and from the second Monday after the date of publication of this notice and for the period ending the 10th November, 1966, the provisions of the Agreement, excluding those contained in clauses 1, 2, 9 (4) (c), 22, 24, 25 and 30 of Part I, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,  
Deputy-Minister of Labour.

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### GOEWERMENSKENNISGEWINGS.

#### DEPARTEMENT VAN ARBEID.

No. R. 876.] [12 Junie 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE.

#### HOOFOOREENKOMS.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 November 1966 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 9 (4) (c), 22, 24, 25 en 30 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 November 1966 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte George, Knysna, Mosselbaai en Oudtshoorn; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 9 (4) (c), 22, 24, 25 en 30 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 November 1966 eindig, in die landdrosdistrikte George, Knysna, Mosselbaai en Oudtshoorn *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,  
Adjunk-minister van Arbeid.

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## SCHEDULE.

## INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH WESTERN DISTRICTS.

## AGREEMENT

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

South Western Furniture Manufacturers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa; and the

National Association of Furniture and Allied Workers of South Africa;

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the South Western Districts.

## PART I.

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

## 1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of the employers' organisation and trade unions engaged in the Furniture Industry within the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South Western Districts).

## 2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall continue in force for the period ending 10th November, 1966, or such period as may be determined by him.

## 3. DEFINITIONS.

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

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

"Act" means the Industrial Conciliation Act, 1956, as amended;

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

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

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the South Western Districts, registered in terms of section nineteen of the Act;

"employment" means the total length of all periods of an employee's service in the Furniture Industry;

"establishment" means any place where the Furniture Industry is carried on and includes any place where a person is employed in all or any of the classes of work specified in Part II of this Agreement;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, woodturning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters, and cushions and includes the activities

## BYLAE.

## NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE SUIDWESTELIKE DISTRIKTE.

## OOREENKOMS

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

South Western Furniture Manufacturers' Association (hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa; en die

National Association of Furniture and Allied Workers of South Africa (hieronder die "werkneemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Suidwestelike Distrikte.

## DEEL I.

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

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms word nagekom deur lede van die werkgewersorganisasie en die vakverenigings wat in die Meubelnywerheid betrokke is binne die landdrosdistrikte George, Knysna, Mosselbaai en Oudtshoorn (hieronder die "Suidwestelike Distrikte" genoem).

## 2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens subartikel (1) van artikel *agt-en-veertig* van die Wet vasstel en bly van krag vir die tydperk wat op 10 November 1966 eindig, of vir dié tydperk wat hy mag bepaal.

## 3. WOORDOMSKRYWING.

Alle uitdrukings wat in hierdie Ooreenkoms geset is en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel, en omgekeerd.

(a) Tensy onbestaanbaar met die sinsverband, is onderstaande woordomskrywings op Deel I en II van hierdie Ooreenkoms van toepassing:—

"Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig;

"vakleerling" beteken 'n werkneemter wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomsdig die bepalings van die Wet op Vakleerlinne, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees;

"bonus" beteken (1) enige betaling benewens 'n werkewer se voorgeskrewe loon of die loon waaraan daar ooreengekom is, wat voortspruit uit diens ingevolge 'n bonusansporingskema wat as sodanig in die loonregister aangeteken is; (2) enige ander spesiale of geleentheidsbetaling, deur 'n werkewer aan 'n werkneemter, wat meer is as die voorgeskrewe loon of die loon waaraan daar ooreengekom is, wat as sodanig deur die werkewer in die loonregister aangeteken is en wat die werkewer na willekeur kan terugtrek;

"Raad" beteken die Nywerheidsraad vir die Meubelnywerheid van die Suidwestelike Distrikte wat ingevolge artikel *negentien* van die Wet geregistreer is;

"diens" beteken die totale lengte van alle tydperke wat 'n werkneemter in die Meubelnywerheid werksaam was;

"bedryfsinrigting" beteken 'n plek waar die Meubelnywerheid beoefen word en ook 'n plek waar iemand werksaam is in enige van of al die klasse werk wat in Deel II van hierdie Ooreenkoms gespesifiseer word;

"Meubelnywerheid" of "Nywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels ongeag die materiaal wat gebruik word, en onder andere ook die volgende werksaamhede:—

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoekussings en/of gordyne en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëe of teaters, kabinettes vir musiekinstrumente en radio- of draadlooskabinettes en ook die vervaardiging van die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte of tipes matasse, veermatrasse, beleglae, kopkussings, peule en stoekussings insluit, en ook die werksaamhede wat uit

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

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

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"piece-work" means any system according to which payment is based on quantity or out-put of work done;

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

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

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

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

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

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

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

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

"juvenile" means an employee under the age of 21 years, excluding apprentices and labourers.

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

#### 4. PIECE-WORK.

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

#### 5. INCENTIVE BONUS.

(1) Subject to the condition that no employee shall be paid less than he would be entitled to in terms of this Agreement had he been a time worker, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (2), (3) and (4).

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

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

(4) An employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.

word op alle persele waar houtmasjiwerk, hout draaiwerk en/of houtsneewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstofsteer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werkzaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of in dele uitgevoer word, en die fineerwerk aan gelameerde, blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van meubels wat hoofsaklik van mandjiesgoed, gras en/ of rottang gemaak is en die vervaardiging van metaalmuebels, met inbegrip van die vervaardiging van metaalkatels;

"uurloon" beteken die weekloon van die betrokke werknemer soos in hierdie Ooreenkoms voorgeskryf, gedeel deur 44;

"militêre opleiding" beteken die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar nie ook opleiding wat hy verkies om ooreenkomsdig artikel drie-en-twintig van genoemde Wet te ondergaan nie en ook nie ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"stukwerk" beteken 'n stelsel waarvolgens die besoldiging gebaseer word op die hoeveelheid of omvang van die werk wat verrig is;

"besoldiging" beteken geld wat aan enigeen betaal of verskuldig is en wat op enige manier, van watter aard ook al, uit diens voortspruit;

"werkende eienaar" of "werkende venoot" beteken 'n persoon wat persoonlik enigeen van die werkzaamhede gespesifieer in Deel II van hierdie Ooreenkoms, in sy eie bedryfsinrigting verrig;

"korttyd" beteken 'n vermindering van die getal gewone werktreure in 'n bedryfsinrigting weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van instalasie of masjinerie wat deur 'n ongeluk of ander onvoorsien noodgeval veroorsaak is.

(b) Tensy onbestaanbaar met die sinsverband, is onderstaande omskrywings op Deel II van hierdie Ooreenkoms van toepassing:—

"Leerling" beteken 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerlingverpakker of proefleerling, wat ten tyde van sy indiensneming minderjarig is of was en wat in diens geneem is om enige klas werk te leer wat op sy leerling-sertifikaat gespesifieer word;

"leerlingverpakker" beteken 'n verpakker wat minder as twee jaar ondervinding van meubelverpakking in die Meubellywerheid het en wat onder die toesig van 'n verpakker werk;

"masjienderhoudswerktuigkundige" beteken 'n werknemer wat uitsluitlik enigeen van of al die volgende werkzaamhede verrig:—

Defekte in masjiene opspoer, masjiene nasien of herstel wat in of in verband met 'n bedryfsinrigting gebruik word of toesig hou oor enigeen van of al hierdie werkzaamhede;

"jeugdige" beteken 'n werknemer onder die leeftyd van 21 jaar, uitgesonderd 'n vakleerling en 'n arbeider.

(c) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in daardie klas te wees waarin hy hoofsaklik of uitsluitlik werkzaam is.

#### 4. STUKWERK.

Geen werkgewer mag van enigeen vereis of hom toelaat om stukwerk of werk volgens enige ander stelsel waarby die verdienste gebaseer word op die hoeveelheid werk wat verrig is, te doen nie, behalwe soos in klousule 5 bepaal.

#### 5. AANSPORINGSBONUS.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou gewees het as hy besoldig was volgens tyd gewerk, mag 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat verrig is; met dien verstande dat sodanige stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema op die voorwaardes waaraan daar ooreengekom is soos in subklousules (2), (3) en (4) bepaal.

(2) 'n Werknemer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat, na oorlegpleging met enigeen van die vakverenigings wat 'n party by hierdie Ooreenkoms is en wie se lede daarby betrokke is, oor die bepalings van so 'n skema ooreen mag kom.

(3) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waaraan die Komitee ooreen mag kom, moet op skrif gestel en onderteken word deur die lede van die Komitee en mag nie deur die Komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat die ooreenkoms wil wysig of beëindig, skriftelik kennis aan die ander party gegee het soos die partye ooreen mag kom wanneer sodanige ooreenkoms aangegaan word.

(4) 'n Werknemer wat vir enige tydperk volgens 'n aansporingsbonusskema diens doen, moet die volle bedrag befaal word wat hy verdien het volgens die aansporingsbonusloon waaraan daar ooreenkomsdig hierdie klousule ooreengekom is.

## 6. OUTWORK.

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

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

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

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

## 7. HOURS OF WORK.

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

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

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

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

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

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

(d) who is a female to work—

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

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

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

(a) ten hours; or

(b) a number of hours (which may exceed ten) fixed by the Council by notice, in writing, to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

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

(b) on more than three consecutive days;

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

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

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

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

(iii) paid such employee an allowance of 15c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

## 6. BUITEWERK.

(1) Geen werknemer mag van sy werknemers vereis of hulle toelaat om werk in verband met die Meubelnywerheid elders as in sy bedryfsinrigting te onderneem nie, behalwe wanneer sodanige werk in verband staan met die voltooiing van 'n bestelling wat by sodanige werkewer geplaas is en wat bestaan uit die aanbring, innamekaart, herstel of poleer van meubels in persele wat die eiendom is van of geokkupeer word deur die persoon vir wie die werk onderneem word.

(2) 'n Werknemer wat in die Meubelnywerheid werkzaam is, mag nie, terwyl hy in die diens van 'n werkewer in sodanige Nywerheid is, werk in verband met die Meubelnywerheid op sy eie of namens 'n ander persoon of firma vir verkoop vra, onderneem of bestellings daarvoor neem nie, hetsy teen vergoeding of besoldiging al dan nie.

(3) Met uitsondering van dié buitewerk waarvoor daar in subklousule (1) van hierdie klousule voorsiening gemaak word, mag geen werkewer en/of werknemer werk in verband met die Meubelnywerheid in 'n ander perseel as die perseel geregistreer ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, of die werkamers wat by die Raad geregistreer is en uitsluitlik vir werk in die Meubelnywerheid gebruik word, onderneem nie.

(4) Geen werkewer mag werk in verband met die vervaardiging van meubels of in sy geheel of gedeeltelik uitbestee nie, afgesien van die materiaal wat gebruik word, behalwe werk vir onderneming in persele wat ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is of in werkamers wat by die Raad geregistreer en uitsluitlik gebruik word vir werk in die Meubelnywerheid en behalwe dié buitewerk waarvoor daar in subklousule (1) van hierdie klousule voorsiening gemaak word.

## 7. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkewer nie van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as 'n handelsreisiger, oppasser of wag of vir die aflewering van goedere of boodskappe in diens geneem is, vereis of hom toelaat om—

(a) vir meer as 44 uur, uitgesonderd etenste, in 'n bepaalde week te werk nie; of

(b) langer as 8 uur, uitgesonderd etenste, op 'n bepaalde dag te werk nie; met dien verstande dat in enige fabriek waarin—

(i) die gewone werkure op een dag in elke week nie meer as vyf is nie, daar van 'n werknemer vereis mag word of hy toegelaat mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werknemers gewoonlik op nie meer as vyf dae in die week werk nie, daar van 'n werknemer vereis mag word of hy toegelaat mag word om op enige werkdag vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of

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

(d) as dit 'n vrou is—

(i) tussen sesuur nm. en sesuur vm. te werk nie; of

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

(2) Ondanks die bepalings van paragraaf (a) en (b) van subklousule (1) van hierdie klousule en behoudens die bepalings van klousule 10, Deel I, van hierdie Ooreenkoms, mag 'n werkewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as tien mag wees) wat die Raad vastgestel het in 'n skriftelike kennisgewing aan die werkewer, waarin die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waaroor en die voorwaarde waarop dit geldig is, gespesifiseer word;

met dien verstande dat geen werkewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk—

(a) vir meer as twee uur op 'n dag nie;

(b) op meer as drie agtereenvolgende dae nie;

(c) op meer as sestig dae in 'n jaar nie;

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

(i) voor twaalfuur middag kennis daarvan aan sodanige werknemer gegee het; of

(ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met haar oortydwerk moet begin; of

(iii) aan sodanige werknemer 'n toelae van 15c so vroegtydig betaal het dat sy 'n ete kan bekom voordat sy met die oortydwerk moet begin.

(3) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag aan die werk te wees—

(a) gedurende die hele tydperk van 'n pause in sy werk, as hy nie vry is om die perseel van sy werkewer vir die hele tydperk van sodanige pause te verlaat nie;

(b) during any other period 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.

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

#### 8. SHORT TIME.

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

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

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

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

#### 9. PAYMENT OF WAGES AND OVERTIME.

(1) Wages and overtime shall be paid weekly, in cash, on the pay-day of each establishment and not later than 15 minutes before the usual stopping time, or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working-day; when the pay-day shall be the last working day preceding Friday.

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

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

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

(a) Except where otherwise provided in this Agreement an amount proportionate to any period when an employee is not at work otherwise than on the instructions or at the request of his employer.

(b) With the written consent of the employee, deductions for sick, insurance, pension or other similar funds.

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

(d) Contributions in terms of clause 17 of Part I of the Agreement.

(e) Any amount paid by an employer compelled by any statutory law, ordinance or legal process to make payment on behalf of an employee;

(f) Any amount which may be set off in accordance with common law against any debt owing to an employer by an employee.

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

(h) A deduction proportionate to any time that an establishment may be closed by a mutual arrangement between the employer and not less than 75 per cent of his employees.

#### 10. OVERTIME.

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

(a) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a third times the hourly rate of the employee concerned.

(b) gedurende enige tydperk waarin hy op die perseel van sy werkgever is;

met dien verstande dat, as daar bewys word dat so 'n werknemer nie aan die werk was nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk soos bedoel in paraaf (b), die veronderstelling waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werknemer van toepassing is nie.

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

#### 8. KORTTYD.

As dit, weens 'n handelslakte in 'n fabriek, onmoontlik gevind word om voltyds te werk, moet daar korttyd gewerk word deur die beskikbare werk op 'n billike manier te verdeel onder die werknemers wat in enige afdeling geraak word, en as dit nodig gevind word om werknemers vir wie lone in klosule 1 van Deel II van hierdie Ooreenkoms voorgeskryf word, te ontslaan, moet dié werknemers wat die laagste lone verdien, die eerste ontslaan word; met dien verstande dat geen werknemer weens 'n handelslakte ontslaan mag word nie totdat die getal ure wat daar korttyd gewerk word, daal tot minder as 35 per week oor 'n aaneenlopende tydperk van vier weke.

Vir die toepassing van hierdie klosule word die volgende afdelings erken: Poleerwerk met die hand of 'n masjien, meubelmasjienwerk, meubelmakery, stoffeerwerk, fineerwerk, raammakery en beddegoedmakery.

(2) 'n Werknemer wat hom op enige dag op die gewone begin-tyd van die bedryfsinrigting vir diens aanmeld en vir wie daar nie werk beskikbaar is nie, moet ten opsigte van sodanige dag 'n bedrag wat minstens gelyk is aan vier uur se besoldiging, betaal word tensy sy werkgever hom vooraf in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie.

(3) Die bepalings van hierdie klosule is nie op vakleerlinge van toepassing nie.

#### 9. BETALING VAN LONE EN OORTYDBESOLDIGING.

(1) Lone en oortydbesoldiging moet weekliks in kontant op die betaaldag van elke bedryfsinrigting betaal word en wel nie later nie as vyftien minute voor die gewone uitskeidyd, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Die betaaldag van elke bedryfsinrigting is Vrydag elke week, behalwe waar Vrydag 'n dag is waarop daar nie gewerk word nie, en in so 'n geval is die betaaldag die laaste werkdag voor sodanige Vrydag.

(2) Die geld wat ingevolge hierdie Ooreenkoms aan werknemers verskuldig is, moet aan die werknemers oorhandig word in versééde koeverte waarop die naam van die werkgever, die datum van betaling, die naam of nommer van die werknemer en die bedrag wat daarin is, gemeld moet word, en daar moet ook op sodanige koevert gemeld word hoe sodanige bedrag bereken is.

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

(4) Geen bedrag vir die beskadiging van materiaal of van enige aard, uitgesonderd die volgende, mag van die besoldiging wat aan 'n werknemer verskuldig is, afgetrek word nie:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, 'n bedrag wat eweredig is aan enige tydperk waarin 'n werknemer nie by die werk was nie om 'n ander rede as op las of op die versoek van sy werkgever.

(b) Met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekerings-, pensioen of soortgelyke fondse.

(c) Met die skriftelike toestemming van die werknemer, bydraes tot die fondse van die vakverenigings.

(d) Bydraes ingevolge klosule 17 van Deel I van hierdie Ooreenkoms.

(e) Enige bedrag wat 'n werknemer ingevolge 'n wetteregtelike bepaling, ordonnansie of regsproses namens 'n werknemer moes betaal en wel betaal het.

(f) Enige bedrag wat ingevolge die gernene reg by wyse van skuldvergelijking afgetrek mag word ter delging van 'n bedrag wat 'n werknemer aan 'n werkgever verskuldig is.

(g) Behoudens die bepalings van klosule 8, 'n bedrag wat eweredig is aan die hoeveelheid korttyd wat daar gewerk is.

(h) 'n Bedrag wat eweredig is aan enige tyd wat 'n bedryfsinrigting by wyse van 'n onderlinge reëling tussen die werkgever en minstens 75 persent van sy werknemers gesluit mag wees.

#### 10. OORTYD.

(1) Alle tyd wat daar langer gewerk word as die weeklike of daagliks ure soos bepaal in klosule 7 (1) van hierdie deel van die Ooreenkoms of wat daar buite die gewone werkure soos gespesifieer in die kennisgewing wat ingevolge klosule 7 (4) van hierdie deel van die Ooreenkoms vertoon moet word, gewerk word, word geag oortyd te wees, en daar moet behoudens die bepalings van subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:—

(a) Vir enige tyd gewerk na die gewone uitskeidyd en tot om 10 nm. op enige dag van Maandag tot Vrydag of tot op 6 nm. op Saterdag, een en een-derde maal die uurloon van die betrokke werknemer.

- (b) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, or any time worked on Sundays at double the hourly rate of the employee concerned; provided that for work performed on Sundays the employees shall be paid at least twice a full day's remuneration.
- (c) For all hours worked in excess of the daily hours laid down in clause 7 (1) of this part of the Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause at one and a third times the hourly rate.
- (d) For all hours in excess of 44 per week at one and a third times the hourly rate.

(2) Where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.

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

#### 11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

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

#### 12. COST OF LIVING ALLOWANCE.

(1) Except in the case of learners for whom wages are prescribed in clause 2 of Part II of this Agreement, the wages prescribed shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended. In the event of the cost of living allowance payable in terms of the said War Measure being increased, the wages prescribed shall be increased accordingly: Provided that the amount of 85 per cent of the wages prescribed in the Agreement published in the Schedule to Government Notice No. 465, dated 1st April, 1960, shall count as cost of living allowance for the purpose of the said War Measure.

(2) In the case of learners for whom wages are prescribed in clause 2 of Part II of this Agreement, the wages prescribed for such employees shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended. In the event of the cost of living allowance payable in terms of the said War Measure being increased, the wages prescribed for the said employees shall be increased accordingly: Provided that the difference between the rates prescribed herein and the rates prescribed for the said employees in the Agreement published in the Schedule to Government Notice No. 465, dated 1st April, 1960, shall for the purpose of the said War Measure count as cost of living allowance in the determination of the relevant adjustments.

#### 13. HOLIDAYS.

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

- (i) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be holidays on full pay. Each employee shall be paid in respect of each of these holidays the remuneration he would have received had he worked on that day, provided that in the event of any such holiday falling on a Saturday, each employee shall in addition to his ordinary remuneration be paid an amount equal to  $8\frac{1}{2}$  times his hourly rate, irrespective of whether the establishment in which he is employed observes a five- or six-day week.
- (ii) For any time worked on Good Friday, Easter Monday, Ascension Day, Christmas Day, the Day of the Covenant and New Year's Day, each employer shall in addition to the remuneration due in terms of paragraph (i) pay to each employee concerned remuneration at double the hourly rates of such an employee.
- (iii) All factories shall close from the 24th December to the 9th January (both dates inclusive).

(2) (a) The Fund known as the South Western Districts Furniture Holiday Fund (hereinafter referred to as "the Fund", established in terms of the Agreement published in the Schedule to Government Notice No. 465, dated 1st April, 1960, is hereby continued. Every employer shall pay in respect of each week into the Fund a sum equal to 6% (six per cent) of the actual remuneration excluding bonus payments earned by each of his employees during that week; provided that if any employee is on

- (b) Vir enige tyd gewerk tussen 10 nm. en die gewone begin-tyd van Maandag tot Vrydag of na 6 nm. op Saterdag, of enige tyd gewerk op Sondag, dubbel die uurloon van die betrokke werknemer; met dien verstande dat werknemers vir werk wat op Sondae verrig word, minstens twee maal 'n volle dag se besoldiging betaal moet word.
- (c) Vir alle ure wat daar langer gewerk word as die daaglikselike ure soos in klosule 7 (1) van hierdie deel van die Ooreenkoms bepaal en ten opsigte waarvan daar geen oortydbesoldiging ingevolge paragrawe (a) en (b) van hierdie klosule betaalbaar is nie, een en een-derde maal die uurloon.
- (d) Vir alle ure wat daar langer gewerk word as 44 per week, teen 'n en een-derde maal die uurloon.

(2) Waar die oortyd wat op 'n daaglikselike grondslag bereken word, verskil van die oortyd wat op 'n weeklikse grondslag bereken word, moet die grondslag wat vir die betrokke werknemer die gunstigste is, aanvaar word.

(3) Ondanks die bepalings van subklosule (1) van hierdie klosule, mag 'n bedryfsinrigting wat vyf dae per week werk, geen oortyd op 'n Saterdag werk nie tensy die betrokke werk-gewer vooraf die skriftelike toestemming van die Raad verky het. Die betrokke werk-gewer moet die Raad skriftelik in kennis stel van alle oortyd wat daar op enige dag van Maandag tot Vrydag gewerk word, en sodanige kennisgewing moet geskied binne sewe dae vanaf die dag waarop die oortyd gewerk is.

#### 11. WERKNEMERS WAT HOËR LONE ONTVANG AS DIÉ VOORGESKRYF.

'n Werknemer vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word en wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as die minimum vir sodanige klas, moet, solank hy in die diens van dieselfde werk-gewer bly en dieselfde klas werk verrig, 'n loon ontvang wat nie laer is nie as die loon wat hy op sodanige datum ontvang het; met dien verstande dat die Raad magtiging mag verleen dat sodanige hoëre loon verlaag word tot die peil wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

#### 12. LEWENSKOSTETOELAE.

(1) Met uitsondering van leerlinge vir wie lone in klosule 2 van Deel II van hierdie Ooreenkoms voorgeskryf word, word die voorgeskrewe lone geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Ingeval die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatreël betaalbaar is, verhoog word, moet die voorgeskrewe lone dienooreenkombig verhoog word; met dien verstande dat 'n bedrag gelyk aan 85 persent van die lone voorgeskryf in die Ooreenkoms wat in die Bylae van Goewermentskennisgewing No. 465 van 1 April 1960, gepubliseer is, vir die toepassing van genoemde Oorlogsmaatreël as lewenskostetoelae.

(2) In die geval van leerlinge vir wie lone in klosule 2 van Deel II van hierdie Ooreenkoms voorgeskryf word, word die lone wat vir sodanige werknemers voorgeskryf is, geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Ingeval die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatreël betaalbaar is, verhoog word, word die voorgeskrewe lone vir genoemde werknemers dienooreenkombig verhoog: Met dien verstande dat die verskil tussen die lone wat hierin voorgeskryf word en die lone wat vir genoemde werk-gewers voorgeskryf word in die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 465 van 1 April 1960, vir die toepassing van genoemde Oorlogsmaatreël as lewenskostetoelae tel by die bepaling van die betrokke aanpassings.

#### 13. VAKANSIEDAE.

(1) Onderstaande voorwaardes moet nagekom word deur alle werk-gewers en werknemers vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word:—

- (i) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle betaling. Elke werknemer moet ten opsigte van elkeen van hierdie vakansiedae die besoldiging betaal word wat hy sou ontvang het as hy op daardie dag gewerk het; met dien verstande dat, ingeval sodanige vakansiedag op 'n Saterdag val, elke werknemer, benewens sy gewone besoldiging, 'n bedrag betaal moet word wat gelyk is aan  $8\frac{1}{2}$  maal sy uurloon, afgesien daarvan of die bedryfsinrigting waarin hy werkzaam is, vyf of ses dae per week werk.
- (ii) Vir alle tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Kersdag, Geloftedag en Nuwejaarsdag, moet elke werk-gewer, benewens die besoldiging wat ingevolge paragraaf (i) verskuldig is, aan elke betrokke werknemer 'n besoldiging betaal teen dubbel die uurloon van sodanige werknemer.
- (iii) Alle fabriekse moet van 24 Desember tot en met 9 Januarie gesluit word.

(2) (a) Die Fonds wat as die Vakansiefonds van die Meubelnywerheid, Suidwestelike Distrikte, bekend staan (hieronder die "Fonds" genoem), wat gestig is ingevolge die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 465 van 1 April 1960, word hierby voortgesit. Elke werk-gewer moet ten opsigte van elke week 'n som in die Fonds stort wat gelyk is aan 6% (ses persent) van die werklike besoldiging, uitgesonder bonusbetalings, wat deur elkeen van sy werknemers gedurende daardie week verdien is; met dien verstande dat, indien enige werknemer korttyd werk of weens siekte van die werk af-

short-time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay 6% (six per cent) of the remuneration that the employee would have earned had he remained in full-time employment; provided that the contribution of 6% (six per cent) in respect of illness need not be paid for any period in excess of twenty-five ordinary working days in any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A to this part of this Agreement.

(b) Amounts payable in terms of paragraph (a) hereof shall be paid not later than the tenth day of each month following that in respect of which they are due, to the Secretary of the Council.

(c) Amounts payable in terms of paragraph (a) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.

(d) The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (a) hereof to the Fund and the amount paid to the Fund in respect of him.

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

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

(f) 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 and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

(g) Moneys due to employees who cannot be traced and who have not claimed payment within a period of two years from the date on which the moneys became payable shall accrue to the funds of the Council.

(h) Should the estate of an employer be sequestered, or a company, which is an employer, be placed in liquidation, and any moneys due by such employer to the Council in terms of paragraph (a) hereof in respect of any period of employment of any employee, not exceeding twelve months, not having been paid, the employee in respect of whom the money is due shall be deemed to be entitled, on such sequestration or liquidation, to 1½ days leave for each month of such period, not exceeding twelve months.

(i) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the Fund was established or continued in a subsequent Agreement.

(j) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of sub-section (2) of section thirty-four of the Act, during any period in which this Agreement is binding, the Council shall, subject to the approval of the Industrial Registrar in terms of the first proviso to the said section of the Act, continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancies occurring on such Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry of the South Western Districts, to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of such Council for that purpose. Upon expiration of this Agreement the Fund shall be liquidated in the manner set forth in paragraph (k) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.

(k) Upon liquidation of the Fund, the moneys remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

#### 14. PROVISION OF TOOLS.

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

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

is en op versoek van die werkewer 'n geneeskundige sertifikaat kan verstrek, die werkewer 6% (ses persent) van die besoldiging moet betaal wat daardie werkewer sou verdien het as hy voltyds werkzaam was; met dien verstande dat die bedrae van 6% (ses persent) ten opsigte van siekte nie vir 'n tydperk van langer as vyf-en-twintig gewone werkdae in 'n bepaalde jaar betaal hoeft te word nie. Wanneer die werkewer sodanige betaling doen, moet hy 'n staat verstrek in die vorm voorgeskryf in Aanhangesel A van hierdie Deel van hierdie Ooreenkoms.

(b) Die bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet voor of op die tiende dag van elke maand wat volg op die maand ten opsigte waarvan dit verskuldig is, aan die Sekretaris van die Raad betaal word.

(c) Die bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet deur die werkewer betaal word benewens die loon of oortydbesoldiging wat ingevolge hierdie Ooreenkoms aan 'n werkewer betaalbaar is en mag nie van die loon of oortydbesoldiging van sodanige werkewer afgetrek word nie.

(d) Die Raad moet 'n register hou van elke werkewer ten opsigte van wie bedrae ingevolge paragraaf (a) hiervan aan die Fonds betaal word en van die bedrag wat ten opsigte van hom aan die Fonds betaal is.

(e) Die Fonds moet gebruik word om aan werkewers 'n vakansiebonus te betaal op onderslaande grondslag en met inagneming van die volgende tydperke:—

Tussen 8 en 23 Desember, moet elke werkewer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ingevolge paragraaf (a) hiervan gedurende die jaar geëindig op die laaste betaaldag in Oktober, ten opsigte van hom aan die Fonds betaal is.

(f) Die Raad kan geldie wat aan die Fonds behoort, van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar in 'n bank of geregistreerde bougenootskap belê, en alle rente wat uit sodanige beleggings verkry word, kom die algemene fondse van die Raad toe as vergoeding vir die Raad se administrasie van die Fonds.

(g) Gelde wat verskuldig is aan werkewers wat nie opgespoor kan word nie en wat nie binne 'n tydperk van twee jaar vanaf die datum waarop die gelde betaalbaar geword het, betaling daarvan eis nie, kom die fondse van die Raad toe.

(h) Indien die boedel van 'n werkewer gesekwestreer word of, waar die werkewer 'n maatskappy is, onder likwidasie geplaas word, en gelde wat deur sodanige werkewer ingevolge paragraaf (a) hiervan aan die Raad verskuldig is ten opsigte van enige dienstydperk van hoogstens twaalf maande van 'n werkewer, nie betaal is nie, word die werkewer ten opsigte van wie die geld verskuldig is, geag sodanige sekwestrasie of likwidasie geregtig te wees op 1½ dae verlof vir elke maand van sodanige tydperk van hoogstens twaalf maande.

(i) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede gestaak word, moet die Fonds deur die Raad geadministreer word totdat dit of gelikwiede of deur die Raad oorgeplaas word na 'n ander fonds wat in die lewe geopen is vir 'n soortgelyke doel as dié waarvoor die Fonds gestig is of totdat dit in 'n lateré Ooreenkoms voortgesit word.

(j) Ingeval die Raad ontbind word of ingeval dit ophou om ooreenkomsdig subartikel (2) van artikel vier-en-dertig van die Wet te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad, behoudens die goedkeuring van die Nywerheidsregister, ooreenkomsdig die eerste voorbehoudbepaling van genoemde artikel van die Wet, aanhou om die Fonds te administreer, en die lede van sodanige Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag die lede daarvan te wees; met dien verstande egter dat 'n vakature wat in sodanige Raad ontstaan, deur die Registrateur gevul mag word uit die gelede van die werkewers en die werkewers in die Meubelnywerheid van die Suidwestelike Distrikte ten einde te verseker dat die ledetal van die Raad uit ewe veel werkewers- en werkewersverteenvoerders en hul sekundi bestaan. Ingeval die Raad nie diartoe in staat is nie of onwillig is om sy pligte te vervul of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van sodanige Raad uit te voer, en sodanige trustee of trustees het vir daardie doel al die bevoegdhede van sodanige Raad. By verslyking van hierdie Ooreenkoms, moet die Fonds gelikwiede word soos in paragraaf (k) van hierdie klousule voorgeskryf, en indien die sake van die Raad by sodanige verslyking reeds gelikwiede en sy bates verdeel is, moet die saldo van die Fonds ooreenkomsdig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(k) By die likwidasie van die Fonds moet die gelde wat na betaling van alleiese, met inbegrip van administrasie- en likwidasiestoe, in die kredit van die Fonds staan, in die algemene fondse van die Raad gestort word.

#### 14. VERSKAPPING VAN GEREEDSKAP.

Meubelmakersbanke, klampe, handskroewe, lympotte en alle kwaste moet deur die werkewer verskaf word.

Die werkewer moet op eie koste die gereedskap van die meubelmakers in sy diens teen verlies of vernietiging weens brand verseker. In dié verband is elke meubelmaker verplig om, wanneer dit van hom vereis word, 'n inventaris te verstrek van die gereedskap in sy besit en moet hy voorts dié inligting verstrek wat die verskeraars van tyd tot tyd ten opsigte van genoemde gereedskap mag vereis. Die Raad mag van tyd tot tyd bepaal watter gereedskap 'n meubelmaker moet verskaf.

## 15. EXEMPTIONS.

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

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

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

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

4. The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) forward a copy of the licence to the employer concerned, and a further copy to the nearest Divisional Inspector of the Department of Labour.

## 16. EXISTING CERTIFICATES.

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

## 17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct thirteen cents per week from the wages of each of his employees (other than learners, apprentices and office employees) for whom a wage of R12.58 or more is prescribed and six cents per week from the wages of each of his employees (other than learners and apprentices) for whom a wage of less than R12.58 per week is prescribed or such lesser amounts as the Council may determine; provided that no deduction shall be made in cases where the total weekly earnings do not exceed R3.90.

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

## 18. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

## 19. WORKING PROPRIETORS AND PARTNERS.

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

## 20. EXHIBITION OF AGREEMENT.

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

## 21. KEEPING OF RECORDS.

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

## 15. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, soos gestel kragtens subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word;
- (d) die tydperk wat die vrystelling van krag is; en
- (e) die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
- (c) 'n kopie van die sertifikaat aan die betrokke werkewer en 'n ander kopie aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

## 16. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van vorige Ooreenkoms vir die Nywerheid, moet die Raad alle of enigeen van die leerlingsertifikate wat ingevolge sodanige vorige Ooreenkoms uitgereik is, aanhou administreer totdat sodanige sertifikate weens tydverloop verstryk het of deur die Raad in- of teruggestrek is.

## 17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkewer dertien sent per week van die lone van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en kantoorwerknemers) vir wie 'nloon van R12.58 of meer voorgeskryf word en ses sent per week van die lone van elkeen van sy werknemers (uitgesonderd leerlinge en vakleerlinge) vir wie 'nloon van minder as R12.58 per week voorgeskryf is of dié kleiner bedraag afstruk wat die Raad mag bepaal; met dien verstande dat geen bedrag in gevalle waar die totale weeklikse verdienste hoogstens R3.90 is, afgetrek mag word nie.

By die bedrag aldus afgetrek, moet die werkewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand na maand eindelik voor op die tiende dag van elke maand aan die Sekretaris van die Raad stuur en ten tyde van sodanige betaling 'n uittreksel uit sy loonregister voorlê waarin die name van die werknemers en die tydperke deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, gemeld word.

## 18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree en elke werkewer wat die Nywerheid na daardie datum betree, moet binne een maand vanaf die datum waarop hy met sy werkzaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad stuur, en sodanige besonderhede moet skriftelik verstrek en deur die werkewer onderteken word:—

- (a) Sy volle naam (waar die sakeonderneming 'n maatskappy of vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrek word).
- (b) Die adres waar die sakeonderneming gedryf word en die woonadresse van die persone bedoel in subklousule (1) (a) van hierdie klousule.
- (c) Die ambag of ambagte wat hy in die Nywerheid beoefen.
- (d) Die name van sy werknemers en die beroep waarin hulle werkzaam is.

(2) Waar die werkewer 'n vennootskap is, moet inligting omtrent elkeen van die vennote ooreenkomsdig subklousule (1) van hierdie klousule verstrek word en daarby moet ook die naam waaronder die vennootskap sake doen, verstrek word.

(3) Elke werkewer moet die Raad skriftelik in kennis stel van 'n verandering ten opsigte van die besonderhede wat ingevolge subklousule (1) van hierdie klousule verstrek is, en sodanige kennisgewing moet geskied binne veertien dae na sodanige verandering.

## 19. WERKENDE EIENAARS EN VENNOTE.

Alle werkende eienaars en/of vennote moet die erkende ure wat in hierdie Ooreenkoms vir werknemers voorgeskryf word, in ag neem.

## 20. VERTONING VAN OOREENKOMS.

Elke werkewer moet 'n leesbare kopie van hierdie Ooreenkoms, in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is en-in albei amptelike tale, in 'n opvallende plek waar sy werknemers gereeldlik toegang daartoe het, in sy bedryfsinrigting oppak en opgeplak hou.

## 21. BYHOUDING VAN REGISTERS.

Die tyd- en loonregisters wat ingevolge artikel sewe-en-vyftig van die Wet gehou moet word, moet in 'n leesbare skrif met op 'n ander goedgekoonde manier bygehoud word.

## 22. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

## 23. ADMINISTRATION OF AGREEMENT.

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

## 24. AGENTS.

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

The Agent shall have the right to—

(a) enter, inspect and examine any premises or place in which the Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employees to answer the question put;

(c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect and copy the same;

(d) require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual wages paid to an employee whose wages are fixed by this Agreement.

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

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

## 25. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

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

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

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

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

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

## 26. WAGES.

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

## 27. EMPLOYMENT OF MINORS.

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

## 22. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Elke werkewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike faciliteite verleen om hul pligte in verband met vergaderings van die Raad na te kom.

## 23. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag vir die leiding van werkewers en werknemers menings uitspreek en beslissings gee wat nie met die bepalings daarvan onbestaanbaar is nie.

## 24. AGENTE.

(1) Die Raad moet een of meer gespesifieerde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee.

Die agent het die reg—

(a) om 'n perseel of plek waarin die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarin werkzaam is;

(b) om elke werknemer wat hy in of in die omgewing van die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon; soos hy dienstig ag, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige werknemer te vereis om te antwoord op die vraag wat gestel word;

(c) om te vereis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, voorgelê word, en om dit te ondersoek en 'n afskrif daarvan te maak;

(d) om te vereis dat alle betaalstate of boeke waarin daar boek gehou word van die werklike loon wat betaal word aan 'n werknemer wie se loon by hierdie Ooreenkoms vasgestel word, vertoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die agent mag, wanneer hy sodanige plek betree, inspekteer of ondersoek, 'n tolk met hom saamneem.

(3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al die faciliteite verleen wat hierbo bedoel word.

## 25. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Lede van die vakverenigings stem daarmee in om slegs by lede van die werkewersorganisasie diens te aanvaar, en lede van die werkewersorganisasie stem daarmee in om slegs lede van die vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkewer of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is; met dien verstande voorts, dat enigeen wat gegrief voel deur die Raad se beslissing waarby 'n besluit van die partye bekratig word, die feite onder die aandag van die Minister van Arbeid mag bring, en as die Minister, na oorlegpleging met die Raad, so besluit, is die bepalings van hierdie subklousule met ingang van 'n datum wat die Minister bepaal en waarvan die gegriefde persoon en die Raad in kennis gestel moet word, nie ten opsigte van sodanige persoon van toepassing nie.

(2) Vir die toepassing van hierdie klousule beteken "lidmaatskap," lidmaatskap ooreenkomsdig die bepalings van die konstitusie van die vakverenigings of die werkewersorganisasie.

(3) Die bewys dat enigeen lid van die vakverenigings of die werkewersorganisasie is, bestaan uit die voorlegging van 'n kaart en/of sertifikaat wat deur die Sekretaris van die betrokke organisasies onderteken is.

Die vakverenigings en die werkewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesluit is en geskors is. By ontvangs van sodanige lyste moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie mededeel dat sy lidmaatskapkaart en/of sertifikaat nie meer vir die toepassing van hierdie klousule geldig is nie.

Hierdie klousule is nie op persone wat, na die mening van die Raad, sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is, van toepassing nie as die applikant sodanige weiering aan die Raad gerapporteer het.

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

(5) Die bepalings van hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy in die Republiek van Suid-Afrika aangekom het, van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

## 26. LOON.

Behoudens die bepalings van klousules 9, 10, 13 en 17 van hierdie deel van die Ooreenkoms, mag geen loon wat laer is as dié wat in Deel II van hierdie Ooreenkoms voorgeskryf word, deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie.

## 27. INDIENSNEMING VAN MINDERJARIGES.

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

## 28. LEARNERS.

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

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

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

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

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

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

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

(a) the weaving of spring wire mesh;

(b) the making of mattresses.

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

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

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

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

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

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

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

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

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

(3) The period of learnership for the classes of work referred to in clause 1 of Part II of this Agreement shall be five years, provided that 50 per cent of the time spent at a Trade or Industrial School shall count as part of the learnership period. The period of learnership for the classes of work referred to in clauses 5 (1) and 7 of Part II shall be two years.

## 29. FORENOON AND AFTERNOON BREAKS.

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

## 30. SUBSCRIPTIONS TO REGISTERED TRADE UNION.

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

## 28. LEERLINGE.

(1) Geen werkewer mag 'n werknemer as 'n leerling in diens neem nie tensy sodanige werknemer in besit is van 'n sertifikaat wat deur die Raad uitgereik is en waarin magtiging vir sy indiensneming as sodanig verleen word.

(2) Aansoek om toestemming om as 'n leerling te werk, moet aan die Raad gerig word in die vorm soos voorgeskryf en moet vergesel gaan van 'n geneeskundige sertifikaat in die vorm soos in Aanhangesel C voorgeskryf. Die koste van die geneeskundige ondersoek moet deur die voornameende werkewer gedra word.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitreik wat die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkewer en die tydperk waarin die toestemming van krag is, gemeld word; met dien verstande dat die Raad, as hy dit dienstig ag en as die bepalings van subklousule (7) van hierdie klousule nie meer van toepassing is nie, na een week skriftelike kennisgewing aan die werkewer en die werknemer enige sertifikaat wat ooreenkomsdig hierdie subklousule uitgereik is, mag intrek, afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het al dan nie.

(4) 'n Duplikaatkopie van elke sertifikaat wat ingevolge subklousule (3) van hierdie klousule uitgereik word, moet aan die werkewer verstrek word, en die werkewer moet dit aan die Raad terugbesorg wanneer dit nie meer van krag is nie.

(5) Ten einde die minimum loon vas te stel wat aan 'n leerling betaalbaar is, mag vorige ondervinding in die Nywerheid na goedvinde van die Raad in aanmerking geneem word, en die loon moet gespesifieer word in die sertifikaat wat die Raad ingevolge subklousule (1) uitreik.

(6) (i) 'n Leerling mag nie sonder die goedkeuring van die Raad vir langer as drie maande gedurende die tydperk van sy leerlingskap met dieselfde werksaamheid belas word nie.

(ii) Die groep werksaamhede ten opsigte waarvan leerlinge in beddegoedmakery aangeneem mag word, is—

(a) veerdraadvlegwerk;  
(b) die maak van matrasses.

(iii) Die werksaamhede ten opsigte waarvan leerlinge in naaiers- of naaierswerk aangeneem mag word, is—

(a) glisteekewerk, die naai en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koarde, gordynvalle, peule of gordyne, maar uitgesondert die sny van oortreksels;  
(b) die sny van matrasslope en oortreksels en kussings.

(7) (i) Die Raad mag, op aansoek, magtiging verleen vir die indiensneming van leerlinge in die volgende getalsverhoudings:—

Twee leerlinge vir elke vyf werknemers wat in ontvangs is van die loon wat in klousule 1 van Deel II van hierdie Ooreenkoms gespesifieer word.

Leerlingskap in beddemakery, naaiers- of naaierswerk word toegestaan slegs in 'n getalsverhouding van een leerling vir elke drie volwasse werknemers wat werksaam is in die groep werksaamhede bedoel in klousules 5 (1) en 7 van Deel II van hierdie Ooreenkoms.

(ii) Waar die Raad daarvan oortuig is dat daar behoorlike faciliteite bestaan vir die opleiding van leerlinge en die vereiste getal werkewers wat die lone ontvang wat in klousule 1 van Deel II van hierdie Ooreenkoms gespesifieer word, nie beskikbaar is nie, mag die getalsverhouding van die leerlinge vergroot word.

(iii) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfaciliteite verskaf word nie of wanneer hy 'n ander grondige en afdoende rede het, enige sertifikaat wat ooreenkomsdig hierdie klousule uitgereik is, na een week skriftelike kennisgewing in te trek afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het al dan nie.

(iv) Die bepalings van subklousule (7) (i) is nie van toepassing nie op bedryfsinrigtings wat nie vir 'n aaneenlopende tydperk van twaalf maande bestaan het nie.

(8) Die leertyd vir die klasse werk wat in klousule 1 van Deel II van hierdie Ooreenkoms bedoel word, is vyf jaar; met dien verstande dat 50 persent van die tyd wat aan 'n vak- of nywerheidskool deurgebring is, as deel van die leertyd tel. Die leertyd vir die klasse werk wat in klousules 5 (1) en 7 van Deel II bedoel word, is twee jaar.

## 29. POUSES IN DIE VOOR- EN NAMIDDAG.

Daar moet elke dag aan elke werknemer 'n pouse van tien minute in beide die voor- en die namiddag verleent word, wat gereken moet word as tyd gewerk.

## 30. LEDEGELD VIR GEREGSTREERDE VAKVERENIGING.

Elke werkewer mag, na sy goedvinde en met die skriftelike toestemming van die werknemer, van die loon wat aan die werknemer verskuldig is, dié bydraes aftrek wat die werknemer op 'n vrywillige grondslag besluit om tot die fondse van 'n vakvereniging by te dra.

**31. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION.**

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

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

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

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

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

**32. ABATEMENT OF WAGES.**

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

(2) No employee shall be required as part of this 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.

**33. TERMINATION OF EMPLOYMENT.**

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

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

(c) The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 13 (1) (iii) of Part I of this Agreement or any period of military training an employee is required to undergo.

**34. 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 on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observed 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.

**35. BASIS OF PAYMENT.**

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

**36. NIGHT SHIFT WORK.**

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

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

**37. HOURLY RATE.**

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

**31. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS.**

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

- (a) of 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat uitloop op 'n loon wat hoër is as dié van sy eie klas;

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

- (i) In die geval wat in paragraaf (a) bedoel word, minstens die dagloon bereken teen die hoogste weekloon vir die hoër klas werk; en
- (ii) in die geval wat in paragraaf (b) bedoel word, minstens die dagloon bereken teen die hoogste weekloon vir die hoër klas werk;

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

**32. LOONKORTING.**

(1) Geen werknemer mag, terwyl hy in die diens van 'n werkewer is, 'n geskenk, bonus, lening, waarborg of terugbetaling, hetsy in kontant of in natura, wat in werklikheid neerkom op 'n korting van die loon wat ooreenkoms hierdie Ooreenkoms aan sodanige werknemer betaal moet word, aan sodanige werkewer gee nie, en sodanige werkewer mag dit nie van sodanige werknemer ontvang nie.

(2) Daar mag nie van 'n werknemer vereis word om, as deel van sy dienskontrak, kos of huisvesting van sy werkewer of van 'n plek deur sy werkewer aangewys, te ontvang nie of om goedere van sy werkewer te koop of eiendom van hom te huur nie.

**33. DIENSBEËINDIGING.**

(a) Die werkewer of die werknemer moet een week vooraf kennis gee van die beëindiging van 'n dienskontrak; met dien verstande dat die reg van 'n werkewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig, nie hierdeur geraak word nie.

(b) Ondanks die bepalings van subklousule (a) van hierdie klousule, mag 'n werkewer en 'n werknemer ooreenkomm voorsiening te maak vir 'n kennisgewingtermyn wat langer as een week is. Versium of sodanige reëeling na te kom, is 'n verbreking van hierdie klousule; met dien verstande dat 'n werkewer aan 'n werknemer of 'n werknemer aan 'n werkewer een week se loon in plaas van die voorgeskrewe kennisgewingtermyn of, in die geval van 'n ooreenkoms vir 'n langer kennisgewingtermyn, 'n eweredig groter bedrag aan loon in plaas van sodanige kennisgewing mag betaal of verbeur.

(c) Die kennisgewingtermyn mag nie saamval nie met, en daar mag ook nie kennis gegee word nie gedurende, 'n werknemer se afwesigheid met verlof wat ingevalvolle klousule 13 (1) (iii) van Deel I van hierdie Ooreenkoms verleen is of 'n tydperk van militêre opleiding wat 'n werknemer moet ondergaan.

**34. VERBOD OP INDIENSNEMING.**

Behoudens die bepalings van artikel *drie-en-tig* van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby 'n verbod geplaas word op die aanstelling of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaarde, geag die werkewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het as sodanige aanstelling of indiensneming nie verbode was nie.

**35. GRONDSLUG VAN BETALING.**

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet daar vir alle werk wat verrig is, betaal word teen die loon wat voorgeskryf is vir die werksaamheid of werksaamhede wat verrig word en mag sodanige betaling nie op die tegniese bedrewenheid of kwalifikasies van die betrokke werknemer gegrond word nie.

**36. NAGSKOFWERK.**

Indien 'n werkewer vereis dat sy bedryfsinrigting gedurende sowel die dag as die nag moet werk, word alle tyd wat daar na 6 nm. tot 6 vm. gewerk word, geag nagskofwerk te wees. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat toegelaat word of van wie vereis word om nagskofwerk te verrig, moet, benewens die voorgeskrewe loon, 'n addisionele 10% (tien persent) van die voorgeskrewe loon ontvang vir alle tyd gedurende die nagskofwerk.

Tyd deur 'n werknemer gewerk na die voltooiing van sy gewone skof in die betrokke bedryfsinrigting, word geag oortydwerk te wees, en daarvoor moet betaal word soos in klousule 10 voorgeskryf.

**37. UURLOON.**

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word daar vir alle werk wat deur werknemers verrig word, teen 'n uurloon betaal. Die uurloon word bepaal deur die voorgeskrewe weekloon deur 44 te deel.

### 38. SICK FUND.

(1) There is hereby established a trust fund which shall be used for the establishment of a Sick Benefit Fund.

(2) Each employer shall contribute in respect of each of his employees, excluding office employees, an amount of 10c per week and the total amount so contributed shall be forwarded, not later than the tenth day of the month following that in respect of which it was due, to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, together with such statement as the Council may from time to time prescribe.

(3) The amounts contributed in terms hereof in respect of each of the employees concerned are not transferable and cannot be ceded or pledged.

(4) In the event of the Sick Benefit Fund not being established within 18 months calculated from the date on which this Agreement comes into operation, all amounts held in trust in terms of this clause shall be refunded to the employer and contributions to the trust fund shall cease.

### 38. SIEKTEFONDS.

(1) Hierby word 'n trustfonds in die lewe geroep wat gebruik moet word vir die stigting van 'n Siektebystandsfonds.

(2) Elke werkgewer moet ten opsigte van elkeen van sy werknemers, uitgesonderd kantoorwerknemers, 'n bedrag van 10c per week bydra, en die totale bedrag aldus bygedra, moet voor of op die tiende dag van die maand wat volg op die maand ten opsigte waarvan dit verskuldig is, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word saam met dié staat wat die Raad van tyd tot tyd mag voorskryf.

(3) Die bedrae wat ingevalle hierdie klousule ten opsigte van elkeen van die betrokke werknemers bygedra word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie.

(4) Ingeval die Siektebystandsfonds nie binne agtien maande, gerekken vanaf die datum waarop hierdie Ooreenkoms in werking tree, gestig word nie, word alle bedrae wat ingevolge hierdie klosloue in trust gehou word, aan die werkgewer terugbetaal en word bydraes tot die trustfonds gestaak.

## APPENDIX A.

[Statement submitted in terms of Clause 13 (2) (a) of the Agreement.]

**Name and address of employer**

### **Week ending**

## AANHANGSEL A.

[Staat ingedien ingevolge klousule 13 (2) (a) van die Ooreenkoms.]

**Naam en adres van werkgever**

### **Week geëindig**

Indeksnommer toegeken deur Raad.	Familienaam van werkneem. er.	Beroep.	Uurloon.	Getal ure gewerk gedurende week.	Voortnaam of -name van werkneem. er.	Totale besoldig- ing betaal.	Bedrag waarop vakansie- bonus betaal is.	Totale getal ure siek.	Totale ure verpligte korttyd.	Totale ure weg uit eie beweging.
						R R R R R				
					Bedrag betaalbaar aan die Fonds.....					

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**APPENDIX B.**

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

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

## AANHANGSEL B.

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

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

## APPENDIX C.

[Medical Certificate under Clause 28 (2) of Agreement for Furniture Industry.]

I certify that I have medically examined (full name) \_\_\_\_\_  
sex \_\_\_\_\_

race \_\_\_\_\_, who states that his/her present  
age is \_\_\_\_\_ with the following results:-

I am satisfied/I am not satisfied that he/she is in sound health and  
fit for employment as a learner in the trade of \_\_\_\_\_  
or any trade, without danger to himself/herself or others:-

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

Place \_\_\_\_\_ Medical Officer.  
Date 19

## PART II.

## WAGES.

1. With the exception of the employees referred to in Clauses 2 to 11 inclusive hereunder, each employer shall pay to each of his employees engaged in any or all of the operations performed in the Furniture Industry, a wage of not less than that specified below:-

	Per Week. R
(a) From the date on which the Agreement comes into force until 11th April, 1965.....	24.40
(b) Thereafter.....	25.20
2. Learners employed in learning the operations covered by Clause 1 of Part II of this Agreement:-	
	Per Week. R

	Per Week. R
For the first year of employment.....	6.16
For the second year of employment.....	9.24
For the third year of employment.....	12.10
For the fourth year of employment.....	15.84
For the fifth year of employment.....	19.36
Thereafter the wage prescribed in Clause 1.	

3. All juveniles. The minimum wage prescribed for adult employees employed on the same class of work.

	Per Week. R
From the date on which the Agreement comes into force until 11th April, 1965.	Thereafter.
	R
	R

(1) Positioning of wooden and metal lathes and crossbars to frames for upholstering.....	15.73	16.70
(2) Fixing of ready-made cane mats.....	15.73	16.70
(3) Setting up and operating single drum sander.....	15.73	16.70
(4) Boring holes.....	15.73	16.70
(5) Morticing on the mortice machine only.....	15.73	16.70
(6) Operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges at.....	15.73	16.70
(7) Filling of cushions with spring interiors and/or spring units.....	15.73	16.70
(8) Bolting.....	8.80	9.24
(9) Making and/or pointing of wooden dowels and pins by hand or machine.....	8.80	9.24
(10) Knocking in wooden dowels, by hand.....	8.80	9.24
(11) Sandpapering by hand and/or portable sander regardless of whether the articles papered are stationary or rotating, operating open belt sander, open disc sander, bobbin sander, or air filled sander.....	8.80	9.24
(12) Bending of solid timber by hand or mechanical process.....	8.80	9.24

## AANHANGSEL C.

[Geneeskundige sertifikaat ingevolge klousule 28 (2) van Ooreenkoms vir Meubelnywerheid.]

Ek sertificeer dat ek (naam voluit) \_\_\_\_\_ geslag \_\_\_\_\_ ras \_\_\_\_\_, wat verklaar dat hy/sy tans \_\_\_\_\_ oud is, geneeskundig ondersoek het en dat my bevindings soos volg is:-

Ek is daarvan oortuig nie daarvan oortuig nie dat hy/sy gesond en geskik is vir indiensneming as 'n leerling in die ambag \_\_\_\_\_ of 'n ander ambag sonder gevær vir homself/haarself of ander:-

- (a) Toestand van hart en bloedsomloop.
- (b) Aan- of afwesigheid van liggaamlike gebrek of wanstalgtheid, met inbegrip van breek.
- (c) Toestand van longe.
- (d) Toestand van mangels en adenoiëde.
- (e) Toestand van nekkliere.
- (f) Toestand van tandte.
- (g) Gehoor.
- (h) Gesig.
- (i) Aansteeklike siekte.
- (j) Pedikulose.
- (k) Liggaamlike ontwikkeling.

Plek \_\_\_\_\_ Geneeskundige beampete.  
Datum \_\_\_\_\_

## DEEL II.

## LONE.

1. Met uitsondering van die werknemers wat in klousule 2 tot en met 11 hieronder bedoel word, moet elke werkgewer aan elkeen van sy werknemers wat betrokke is in enige van of al die werkzaamhede wat in die Meubelnywerheid verrig word, minstens die loon betaal wat hieronder gespesifieer word:-

Per week. R

(a) Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.....	24.40
(b) Daarna.....	25.20

2. Leerlinge in diens geneem om die werkzaamhede te leer wat deur klousule 1 van Deel II van hierdie Ooreenkoms gedek word:-

Per week. R

Vir die eerste jaar diens.....	6.16
Vir die tweede jaar diens.....	9.24
Vir die derde jaar diens.....	12.10
Vir die vierde jaar diens.....	15.84
Vir die vyfde jaar diens.....	19.36
Daarna die loon voorgeskryf in klousule 1.	

3. Alle jeugdiges. Die minimum loon voorgeskryf vir volwasse werknemers wat dieselfde klas werk verrig.

4. Werknemers wat die volgende werkzaamhede verrig:-

Per week.

Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.	Daarna.
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R R

(1) Hout- en metaallatte en dwarsstawe aanbring aan rame vir stoffeerwerk.....	15.73	16.70
(2) Klaargemaakte rottangmatte aanbring.....	15.73	16.70
(3) Enkeltrommelskuurmastien opstel en bedien.....	15.73	16.70
(4) Gate boor.....	15.73	16.70
(5) Tapgate maak slegs met die tapmasjién.....	15.73	16.70
(6) Skarniereuithofmasjién bedien met die doel om holtes vir slotte en skarniere uit te sny.....	15.73	16.70
(7) Stoelkussings vul met veerbinnewerk en/of veereenhede.....	15.73	16.70
(8) Boutwerk verrig.....	8.80	9.24
(9) Tappenne en ander penne van hout met die hand en/of 'n masjién maak of spitsmaak.....	8.80	9.24
(10) Houttappenne met die hand inslaan.....	8.80	9.24
(11) Skuurwerk met die hand en/of draagbare skuurmasjién verrig afgesien daarvan of die artikels wat geskuur word, stilstaan of draai, 'n oopband-, oopskyf-, tol- of lugskuurmasjién bedien.....	8.80	9.24
(12) Soliede hout met die hand of deur middel van 'n mekaniese proses buig.....	8.80	9.24

	Per Week.		Per week.	
	From the date on which the Agreement comes into force until 11th April, 1965.	Thereafter.	Vanaf die datum waarop die Ooreenkomst in werking tree tot 11 April 1965.	Daarna.
(13) Knocking of sockets for castors	R 8.80	R 9.24	(13) Sokke vir rolwiele inslaan.....	R 8.80
(14) Filling of holes or cracks in furniture with wood filler or similar substances.....	R 8.80	R 9.24	(14) Gate of barste in meubels vul met houtvulsel of soortgelyke stowwe.....	R 8.80
(15) Fixing bed irons, domes and castors.....	R 8.80	R 9.24	(15) Katelysters, koepels en rolwiele aanheg.....	R 8.80
(16) The application of wax.....	R 8.80	R 9.24	(16) Was aanbring.....	R 8.80
(17) The painting and/or filling of edges.....	R 8.80	R 9.24	(17) Kante verf en/of opvul.....	R 8.80
(18) The removal of doors and fittings prior to preparation for polishing	R 8.80	R 9.24	(18) Deure en toebehorens verwijder voordat stukke vir poleerwerk voorberei word.....	R 8.80
(19) Filling in with plaster of paris or any other filling material.....	R 8.80	R 9.24	(19) Vulwerk met gips of enige ander vulmateriaal verrig.....	R 8.80
(20) Bleaching of furniture with acids or any other bleaching agent....	R 8.80	R 9.24	(20) Meubels met sure of enige ander bleikmiddel bleik.....	R 8.80
(21) Stripping of polished surface....	R 8.80	R 9.24	(21) Gepoleerde oppervlakte stroop.....	R 8.80
(22) Staining, oiling, filling and/or reviving by hand only.....	R 8.80	R 9.24	(22) Beitswerk, opvulwerk, oliewerk en/of hernuwingswerk slegs met die hand verrig.....	R 8.80
(23) Webbing.....	R 8.80	R 9.24	(23) Webwerk.....	R 8.80
(24) Tacking of plywood onto loose seats for upholstery purposes	R 8.80	R 9.24	(24) Laaghout aan los sitplekke vas-spyker vir stoferdieleindes.....	R 8.80
(25) Spraying of metal.....	R 8.80	R 9.24	(25) Metaal bespuï.....	R 8.80
(26) Riempie work.....	R 8.80	R 9.24	(26) Riempiewerk verrig.....	R 8.80
(27) Hooking on of helical springs and/or chain and/or zigzag or no-sag type springing.....	R 8.80	R 9.24	(27) Heliese vere en/of ketting- en/of sigsag- of nie-sakkende tipe vere vashaak.....	R 8.80
(28) Teasing coir or other materials by machine.....	R 8.80	R 9.24	(28) Klapperhaar of ander materiaal met 'n masjien uitpluis.....	R 8.80
(29) Stippling and punching the background of carving.....	R 8.80	R 9.24	(29) Stippel- en ponswerk aan die agtergrond van houtsneewerk verrig.....	R 8.80
5. Employees engaged in:-			5. Werknemers wat die volgende werksaamhede verrig:-	
(1) Bedding making, which means the manufacture by hand or mechanical appliance either in whole or in part, of all types of mattresses filled with coir, hair-lock, flock, kapok, cotton wadding, hair, fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination or spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushion bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations.....	14.43	16.70	(1) Beddegoedmakery, d.w.s. die vervaardiging, met die hand of 'n mekaniese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, kapok, katoen, watte, hare, vesels, wol, vere, gras, kaf, strooi, rubber of ander soortgelyke materiaal of enige kombinasie van veerbinnekante, alle tipes draadvere, ketting- en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, alle tipes vere en/of veerenhede, kopkussings, stoelkussings, peule, beleglae, bedspreie, die vasslaan en/of vashaak van veermatrasrade, kettingveermaas, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd ondergenoemde diverse werksaamhede.....	14.43
(2) Weaving of spring mesh.....	14.43	16.70	(2) Veermaas vleg.....	14.43
(3) Stuffing filling into mattress cases whether by hand or machine.....	14.43	16.70	(3) Vulsel in matrasslope stop, hetsy met die hand of 'n masjien.....	14.43
(4) Side stitching.....	14.43	16.70	(4) Sye stik.....	14.43
(5) Tufting, whether by hand or machine.....	14.43	16.70	(5) Kwassisie maak, hetsy met die hand of 'n masjien.....	14.43
(6) Operating a border quilting machine.....	14.43	16.70	(6) 'n Randstikmasjien bedien.....	14.43
(7) Operating a top quilting machine	14.43	16.70	(7) 'n Topstikmasjien bedien.....	14.43
(8) Preparing frames and rollers for top quilting machine.....	14.43	16.70	(8) Rame en rollers vir topstikmasjien voorberei.....	14.43
(9) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....	14.43	16.70	(9) Deurgevlegte kussinkies aan veerenhede heg, stik of vaskram, hetsy met die hand of 'n masjien.....	14.43
(10) Filling of cushions with spring interiors and/or spring units	14.43	16.70	(10) Stoelkussings met veerbinnekante en/of veerenhede vul.....	14.43
(11) Laying out filling material upon a spring unit.....	14.43	16.70	(12) Matrastoppe, hetsy gestik of nie, in posisie plaas en vasmaak om 'n voorafgeboude binnewerk of veermatas te bou.....	14.43
(12) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress.....	14.43	16.70	(13) Bande aan kante van binneweer-matas aanbring.....	14.43
(13) Tape edging a spring interior mattress.....	14.43	16.70	(14) Rolkantwerk verrig met die hand of 'n masjien.....	14.43
(14) Roll edging by hand or machine	14.43	16.70	(15) Bostukke, rande en oortreksels uitsny.....	11.47
(15) Cutting, tops borders and cases	11.47	12.61	(16) Alle stikwerk verrig wat nodig is by die vervaardiging van bostukke, rande, matrasslope, ateljeerusbankoortreksels en samstellende dele.....	11.47
(16) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....	11.47	12.61	(17) Matrashandvatels aan rande stik.....	11.47
(17) Sewing mattress handles to borders.....	11.47	12.61	(18) Gestikte rande aan matrasse vas-work voordat kantbande aangebring word.....	11.47
(18) Sewing of quilted borders on to mattress units prior to tape edging.....	11.47	12.61		

	Per Week.			Per week.	
	From the date on which the Agreement comes into force until 11th. April, 1965.	Thereafter.		Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.	Daarna.
	R	R		R	R
(19) Closing up, by hand or machine, the mouth of a mattress	11.47	12.61	(19) Die bek van 'n matras met die hand of 'n masjiën toemaak.....	11.47	12.61
(20) Joining border lengths.....	11.47	12.61	(20) Randlengtes las.....	11.47	12.61
(21) Closing pillows, cushions, bolsters.....	11.47	12.61	(21) Kopkussings, stoelkussings en peule toemaak.....	11.47	12.61
(22) Bolting by hand of bed mattress frames, studio couch frames and cots.....	8.55	10.32	(22) Bedmatrasrame, ateljeerusbanksrame en bababedjies met die hand vasbout.....	8.55	10.32
(23) Preparing spools for a border quilting machine.....	8.55	10.32	(23) Spole vir randstikmasjién voorberei.....	8.55	10.32
(24) Cutting quilted borders to length	8.55	10.32	(24) Gestikte rande volgens lengtes sny.....	8.55	10.32
(25) Punching holes in mattress borders.....	8.55	10.32	(25) Gate in matrasrande pons.....	8.55	10.32
(26) Fitting ventilators and handles to mattress borders.....	8.55	10.32	(26) Ventileerders en handvatsels aan matrasrande aanbring.....	8.55	10.32
(27) Feeding the interlacing machine	8.55	10.32	(27) Deurlegmasjién voer.....	8.55	10.32
(28) Cutting and making of pads irrespective of materials used.....	8.55	10.32	(28) Kussinkies uitsny en maak, afgesiens van die materiaal wat gebruik word.....	8.55	10.32
(29) Positioning of lathes; crossbars or fixing webbing to mattress or bed frames.....	8.55	10.32	(29) Latte en dwarsstawe in posisie plaas van vlegwerk aan matras- of katelrame heg.....	8.55	10.32
(30) Staining mattress frames.....	8.55	10.32	(30) Matrasrame beits.....	8.55	10.32
(31) Affixing lugs to mattress frames	8.55	10.32	(31) Kloue aan matrasrame heg.....	8.55	10.32
(32) Positioning and securing a mesh to a mattress frame.....	8.55	10.32	(32) 'n Maas in 'n matrasraam in posisie plaas en dit vasmaak.....	8.55	10.32
(33) Hanging loops on needles in compression tufting.....	8.55	10.32	(33) Lissies aan naalde hang vir druk-deurstikmasjién.....	8.55	10.32
(34) Loading, wheeling and operating a cloth spreading machine.....	8.55	10.32	(34) 'n Doekspreimasjién laai, stoot en bedien.....	8.55	10.32
(35) Operating a teasing machine.....	8.55	10.32	(35) 'n Pluismasjién bedien.....	8.55	10.32
(36) Attending a loop making machine	8.55	10.32	(36) 'n Lissiemasjién bedien.....	8.55	10.32
(37) Attaching loops to buttons or tufts.....	8.55	10.32	(37) Lissies aan knope of kwassies heg.....	8.55	10.32
(38) Fitting castors and sockets.....	8.55	10.32	(38) Rolwiele en sokke aanbring.....	8.55	10.32
(39) Staining and/or varnishing by hand, frames for bedding.....	8.55	10.32	(39) Rame vir beddegoed met die hand beits en/of vernis.....	8.55	10.32
(40) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made	8.55	10.32	(40) Geweefde draadmaas en kettingveermaas aanmekaarsit en aan beddegoedrame vasslaan of vas-haak, afgesiens van die materiaal waarvan sodanige rame gemaak is.....	8.55	10.32
(41) Fixing bed irons.....	8.55	10.32	(41) Katelysters aanbring.....	8.55	10.32
(42) Attaching spring units to bed frames.....	8.55	10.32	(42) Veereenhede aan katelrame aanbring.....	8.55	10.32

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

	Per Week.
For the first six months of employment.....	4.81
For the second six months of employment.....	6.48
For the third six months of employment.....	8.33
For the fourth six months of employment.....	10.18
Thereafter the wage prescribed in Clause 5 (1).	

7. Employees engaged in any operation or process either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, files, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers, R11.47 per week from the date on which the Agreement comes into force until 11 April, 1965, thereafter R14.00.

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

	Per Week.
For the first six months of employment.....	3.94
For the second six months of employment.....	5.68
For the third six months of employment.....	7.46
For the fourth six months of employment.....	9.25
Thereafter the wages prescribed in Clause 7.	

9. Employees engaged in:—

	Per Week.
From the date on which the Agreement comes into force until 11th. April, 1965.	
	R
(1) Cleaning and sweeping of premises	6.60
(2) Cleaning machinery, plants, tools, spray guns and utensils.....	6.60
(3) Oiling and greasing machines and/or vehicles.....	6.60
(4) Lime washing.....	6.60
(5) Loading and/or unloading vehicles	6.60
Thereafter.	R
	R
(1) Persele skoonmaak en vee.....	7.04
(2) Masjinerie, uitrusting, gereedskap, spuite en gerei skoonmaak	7.04
(3) Masjiene en/of voertuie olie en smeer.....	7.04
(4) Afwitwerk verrig.....	7.04
(5) Voertuie op- en/of aflaat.....	7.04

		Per week.
	Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.	
	R	R
(19) Die bek van 'n matras met die hand of 'n masjiën toemaak.....	11.47	12.61
(20) Randlengtes las.....	11.47	12.61
(21) Kopkussings, stoelkussings en peule toemaak.....	11.47	12.61
(22) Bedmatrasrame, ateljeerusbanksrame en bababedjies met die hand vasbout.....	8.55	10.32
(23) Spole vir randstikmasjién voorberei.....	8.55	10.32
(24) Gestikte rande volgens lengtes sny.....	8.55	10.32
(25) Gate in matrasrande pons.....	8.55	10.32
(26) Ventileerders en handvatsels aan matrasrande aanbring.....	8.55	10.32
(27) Deurlegmasjién voer.....	8.55	10.32
(28) Kussinkies uitsny en maak, afgesiens van die materiaal wat gebruik word.....	8.55	10.32
(29) Latte en dwarsstawe in posisie plaas van vlegwerk aan matras- of katelrame heg.....	8.55	10.32
(30) Matrasrame beits.....	8.55	10.32
(31) Kloue aan matrasrame heg.....	8.55	10.32
(32) 'n Maas in 'n matrasraam in posisie plaas en dit vasmaak.....	8.55	10.32
(33) Lissies aan naalde hang vir druk-deurstikmasjién.....	8.55	10.32
(34) 'n Doekspreimasjién laai, stoot en bedien.....	8.55	10.32
(35) 'n Pluismasjién bedien.....	8.55	10.32
(36) 'n Lissiemasjién bedien.....	8.55	10.32
(37) Lissies aan knope of kwassies heg.....	8.55	10.32
(38) Rolwiele en sokke aanbring.....	8.55	10.32
(39) Rame vir beddegoed met die hand beits en/of vernis.....	8.55	10.32
(40) Geweefde draadmaas en kettingveermaas aanmekaarsit en aan beddegoedrame vasslaan of vas-haak, afgesiens van die materiaal waarvan sodanige rame gemaak is.....	8.55	10.32
(41) Katelysters aanbring.....	8.55	10.32
(42) Veereenhede aan katelrame aanbring.....	8.55	10.32

6. Leerlinge wat in diens geneem is om die klasse werk te leer wat in klousule 5 gemeld word:—

	Per week.
Vir die eerste ses maande diens.....	4.81
Vir die tweede ses maande diens.....	6.48
Vir die derde ses maande diens.....	8.33
Vir die vierde ses maande diens.....	10.18
Daarna die loon voorgeskryf in klousule 5 (1).	

7. Werknemers wat enige werkzaamheid of proses of in sy geheel of gedeeltelik met die hand of met 'n meganiese toestel verrig of uitvoer in verband met glipsteekwerk, die naai- en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koarde, gordynkappe, peule of gordyne, maar uitgesonderd die sny van oortreksels, R11.47 vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965 en R14.00 daarerna, per week.

8. Leerlinge wat in diens geneem is om die werk te leer wat in klousule 7 genoem word:—

	Per week.
Vir die eerste ses maande diens.....	3.94
Vir die tweede ses maande diens.....	5.68
Vir die derde ses maande diens.....	7.46
Vir die vierde ses maande diens.....	9.25
Daarna die lone wat in klousule 7 voorgeskryf word.	

9. Werknemers wat die volgende werkzaamhede verrig:—

	Per week.
Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.	
R	R
(1) Persele skoonmaak en vee.....	6.60
(2) Masjinerie, uitrusting, gereedskap, spuite en gerei skoonmaak	7.04
(3) Masjiene en/of voertuie olie en smeer.....	7.04
(4) Afwitwerk verrig.....	7.04
(5) Voertuie op- en/of aflaat.....	7.04

Per Week. From the date on which the Agreement comes into force until 11th April, 1965.	There- after.		Per week. Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.		Daarna.
	R	R	R	R	
(6) Handling materials.....	6.60	7.04	(6) Materiaal hanteer.....	6.60	7.04
(7) Pushing or pulling a vehicle or handcart.....	6.60	7.04	(7) 'n Voertuig of handkar stoot of trek.....	6.60	7.04
(8) Delivery by manually propelled vehicles.....	6.60	7.04	(8) Aflewingswerk verrig met 'n handvoertuig.....	6.60	7.04
(9) Unpacking, baling and unbaling raw materials.....	6.60	7.04	(9) Grondstowwe uitpak, baal en uit bale haal.....	6.60	7.04
(10) Cleaning and blowing down of equipment.....	6.60	7.04	(10) Uitrusting skoonmaak en afblaas	6.60	7.04
(11) Attending boiler, incinerator and/or oven.....	6.60	7.04	(11) Stoomketel, verbrander en/of oond bedien.....	6.60	7.04
(12) Loading and unloading kilns.....	6.60	7.04	(12) Droogonde laai en leegmaak....	6.60	7.04
(13) Making tea or other similar beverages.....	6.60	7.04	(13) Tee of dergelike dranke berei....	6.60	7.04
(14) The treatment of timber for preservation.....	6.60	7.04	(14) Hout vir preservering behandel	6.60	7.04
(15) Packing articles into cartons and/or cardboard containers.....	6.60	7.04	(15) Artikels in kartonhouers en/of kartondose verpak.....	6.60	7.04
(16) Packing articles into cartons and thereafter filling and closing such cartons and containers.....	6.60	7.04	(16) Artikels in kartonhouers verpak en daarna sodanige houers en dose vul en toemaak.....	6.60	7.04
(17) Washing and/or wiping off glue.....	6.60	7.04	(17) Lym afwas en/of afvee.....	6.60	7.04
(18) Stripping second-hand upholstery and bedding.....	6.60	7.04	(18) Tweedehandse stoffeerwerk en beddegoed stroop.....	6.60	7.04
(19) Assisting a furniture machinist in handling materials before and after machining.....	6.60	7.04	(19) 'n Meubelmasjienerwerker help met die hantering van materiaal voor-en nadat dit bewerk is.....	6.60	7.04
(20) Cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire, hoop-iron and all similar materials.....	6.60	7.04	(20) Metaalstawe, skarniere, metaalbuise, metaalstroke, ketting, draad, hoepelyster en dergelike materiaal sny.....	6.60	7.04
(21) Riveting or making threads on iron bolts and rods.....	6.60	7.04	(21) Klinknaelwerk verrig of skroefdraad aan ysterboute en -stawe sny.....	6.60	7.04
(22) Operating presses of any type.....	6.60	7.04	(22) Perse van enige tipe bedien.....	6.60	7.04
(23) Baling and dipping of upholstery springs.....	6.60	7.04	(23) Stoffeervere baal en indompel...	6.60	7.04
(24) Attending to dust bags and/or cyclones from sanding machines.....	6.60	7.04	(24) Sorg vir stofsakke en/of siklone van skuurmasjiene.....	6.60	7.04
(25) Glueing sandpaper discs.....	6.60	7.04	(25) Skuurpapierskywe vaslym.....	6.60	7.04
(26) Wrapping in paper or cardboard.....	6.60	7.04	(26) Goedere in papier of kartonbord toedraai.....	6.60	7.04
(27) Insertion of rubber units into mattress cases.....	6.60	7.04	(27) Rubbereenhede in matrasslope invoeg.....	6.60	7.04
(28) Cutting of rubber units.....	6.60	7.04	(28) Rubbereenhede sny.....	6.60	7.04
(29) Taping of veneers and attending veneer presses.....	6.60	7.04	(29) Fineerstukke met band vasmaak en fineerpers bedien.....	6.60	7.04
(30) Removing, washing and/or cleaning off glue and paper from pressed veneers.....	6.60	7.04	(30) Lym en papier van geperste fineerwerk verwijder, afwas en/of afveeg.....	6.60	7.04
(31) Straightening and/or cutting hoop-iron used for webbing,....	6.60	7.04	(31) Hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny.....	6.60	7.04
(32) Filling of pillows, cushions and bolsters with substances or materials other than spring interior and/or spring units.....	6.60	7.04	(32) Kopkussings, stoelkussings en peule vul met ander stowwe of materiaal as veerbinnekante en/of veereenhede.....	6.60	7.04
(33) Beating and/or teasing coir by hand.....	6.60	7.04	(33) Klapperhaar met die hand uitklop en/of uitpluis.....	6.60	7.04
(34) Cleaning metal rods.....	6.60	7.04	(34) Metaalstawe skoonmaak.....	6.60	7.04
(35) Weighing pillows, bolsters, quilts and cushions.....	6.60	7.04	(35) Kopkussings, peule, stoelkussings en veerkomberse weeg.....	6.60	7.04
(36) Teasing coir or any other materials by hand.....	6.60	7.04	(36) Klapperhaar of enige ander materiaal met die hand uitpluis	6.60	7.04
(37) Stripping bedding.....	6.60	7.04	(37) Beddegoed stroop.....	6.60	7.04
(38) Removing glue from furniture...	6.60	7.04	(38) Lym van meubels verwijder.....	6.60	7.04
(39) Bending, punching, riveting, drilling and/or assembling metal parts.....	6.60	7.04	(39) Metaaldele buig, pons, vasklink, boor en/of aanmekaarsit.....	6.60	7.04
(40) Glue mixing, weighing and preparing.....	6.60	7.04	(40) Lym meng, weeg en berei.....	6.60	7.04
(41) The application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employees referred to in sub-Clause 45 hereunder.....	6.60	7.04	(41) Lym en lymverhardingsmiddels met die hand, 'n kwas of masjien aanbring en/of sprei maar uitdruklik met dié uitsondering dat meubelonderdele nie saamgevoeg of aanmekaarsit mag word nie. Hierdie uitsluiting is nie op werknemers soos in subklousule (45) hieronder bedoel, van toepassing nie.....	6.60	7.04
(42) Operating the tenon squashing machine.....	6.60	7.04	(42) Tapdrukmasjiene bedien.....	6.60	7.04
(43) Marking by template pattern and/or jig in preparation for machining.....	6.60	7.04	(43) Merkwerk met 'n leipatroon en/of 'n setmaat verrig ter voorbereiding vir masjienerwerk.....	6.60	7.04
(44) Marking of pattern template and/or jig.....	6.60	7.04	(44) 'n Leipatroon en/of setmaat afmerk.....	6.60	7.04

	<i>Per Week.</i>	
	<i>From the date on which the Agreement comes into force until 11th April, 1965.</i>	<i>Thereafter.</i>
(45) The putting together or assembling of furniture parts which are to be cramped, clamped or pressed provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in Clause 1 of this part who are engaged in cramping, clamping or pressing shall not exceed two to one.....	R 6.60	R 7.04
(46) Making and jointing sandpaper or discs and belts for open belt sanders.....	R 6.60	R 7.04
(47) Straining of materials.....	R 6.60	R 7.04
(48) Taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing.....	R 6.60	R 7.04
(49) Tapeless jointing by machine....	R 6.60	R 7.04
(50) Loading and unloading vacuum bag and press of any kind.....	R 6.60	R 7.04
(51) Washing of gum or other tapes.....	R 6.60	R 7.04
(52) Stacking parts after pressing.....	R 6.60	R 7.04
(55) Assisting upholsterer in holding cover.....	R 6.60	R 7.04

## 10. Employees employed:—

	<i>Per Week.</i>	
	<i>R</i>	
(1) In welding other than spot welding.....	22.76	
(2) In spot welding.....	15.97	
(3) In the maintenance of machinery.....	22.76	
(4) As despatch clerk, storeman, timekeeper.....	13.14	
(5) As caretaker, watchman.....	11.10	
(6) As packer.....	9.62	
(7) As learner packer.....	6.11	
(8) In connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	8.51	
(9) As office messenger.....	5.09	

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

	<i>Per Month.</i>	
	<i>R</i>	
Male—		
First year of employment.....	21.18	
Second year of employment.....	32.19	
Third year of employment.....	43.60	
Fourth year of employment.....	53.56	
Fifth year of employment.....	61.98	
Thereafter.....	70.12	
Female—		
First year of employment.....	20.66	
Second year of employment.....	26.08	
Third year of employment.....	30.47	
Fourth year of employment.....	40.09	
Thereafter.....	45.70	

This Agreement, signed on behalf of the parties, on the 30th day of August, 1963.

P. J. van Reenen, *Chairman.*  
J. F. Klopper, *Vice-chairman.*  
A. S. Young, *Secretary.*

No. R. 877.]

[12 June 1964.

## WAR MEASURES ACT, 1940.

## SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

## FURNITURE INDUSTRY, SOUTH WESTERN DISTRICTS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend

	<i>Per week.</i>	
	<i>Vanaf die datum waarop die Ooreenkoms in werking tree tot 11 April 1965.</i>	<i>Daarna.</i>
(45) Meubelonderdele wat geklamp, vasgeklem of vasedruk moet word, bymekaarsit of byeenbring mits die getalsverhouding van die werkemers wat hierdie werkzaamheid verrig, in vergelyking met die werkemers wat die loon ontvang soos in klousule 1 van hierdie deel voorgeskryf en wat klamp-, klem- of perswerk verrig nie groter as een tot twee is nie	R 6.60	R 7.04
(46) Skuurpapier of -skywe en -stroke vir oopbandskuurmajsiene maak en las.....	R 6.60	R 7.04
(47) Materiaal span.....	R 6.60	R 7.04
(48) Fineerhout, laaghout en hardebord op rame of kernmateriaal vir perswerk met band vasmaak, kram en/of vasspyker.....	R 6.60	R 7.04
(49) Bandlose laswerk met 'n majsien verrig.....	R 6.60	R 7.04
(50) Vakuumsak en -pers van enige aard laai en onlaai.....	R 6.60	R 7.04
(51) Gegomde of ander bande awfas	R 6.60	R 7.04
(52) Dele opstapel nadat dit gepers is	R 6.60	R 7.04
(53) Stoofdeeler help deur materiaal vas te hou.....	R 6.60	R 7.04

## 10. Werknemers wat die volgende werkzaamhede verrig:—

	<i>Per week.</i>	
	<i>R</i>	
(1) Sweiswerk, uitgesonderd puntsweiswerk.....	22.76	
(2) Puntsweiswerk.....	15.97	
(3) Majsienerie in stand hou.....	22.76	
(4) As versendingsklerk, pakhuismen en tydaantekenaar werk.....	13.14	
(5) As oppasser of wag werk.....	11.10	
(6) Verpakingswerk.....	9.62	
(7) As leerlingverpakker werk.....	6.11	
(8) In verband met enigeen van die prosesse in die maak van veerbinnekante en/of veereenhede en die vervaardiging van hul samestellende dele	8.51	
(9) As kantoorbode werk.....	5.09	

11. Kantoorwernemers: Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die minimum wat aan manlike en vroulike kantoorwernemers betaalbaar is, soos volg:—

	<i>Per maand.</i>	
	<i>R</i>	
Mans—		
Eerste jaar diens.....	21.18	
Tweede jaar diens.....	32.19	
Derde jaar diens.....	43.60	
Vierde jaar diens.....	53.56	
Vyfde jaar diens.....	61.98	
Daarna.....	70.12	
Vrouens—		
Eerste jaar diens.....	20.66	
Tweede jaar diens.....	26.08	
Derde jaar diens.....	30.47	
Vierde jaar diens.....	40.09	
Daarna.....	45.70	

Hierdie Ooreenkoms is op die 30ste dag van Augustus 1963 namens die partye onderteken.

P. J. van Reenen, *Voorsitter.*  
J. F. Klopper, *Ondervoorsitter.*  
A. S. Young, *Sekretaris.*

No. R. 877.]

[12 Junie 1964.

## WET OP OORLOGSMAATREEËLS, 1940.

## OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAE GE PUBLISEER BY OORLOGSMAATREEËL NO. 43 VAN 1942, SOOS GEWYSIG.

## MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasië (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig,

the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Furniture Industry published under Government Notice No. R. 876 of the 12th June, 1964.

M. VILJOEN,  
Deputy-Minister of Labour.

No. R. 878.] [12 June 1964.  
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

FURNITURE INDUSTRY, SOUTH WESTERN DISTRICTS.

On behalf of the Minister of Labour, J. MARAIS VILJOEN, Deputy-Minister of Labour, hereby, 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, published under Government Notice No. R. 876 of the 12th June, 1964, 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.

M. VILJOEN,  
Deputy-Minister of Labour.

gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Meubelnywerheid, wat by Goewermentskennisgewing No. R. 876 van 12 Junie 1964 gepubliseer is.

M. VILJOEN,  
Adjunk-minister van Arbeid.

No. R. 878.] [12 Junie 1964.  
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing No. R. 876 van 12 Junie 1964, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,  
Adjunk-minister van Arbeid.

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INHOUD.

No.	BLADSY
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**INLAND TELEGRAMS.—(South Africa and South West Africa):—**

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For first 14 words or less..... 20c  
For each additional word..... 2c

**INTERTERRITORIAL TELEGRAMS:—**

**Ordinary to:—**

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For first 12 words or less..... 36c  
For each additional word..... 3c

**Northern Rhodesia and Nyasaland:—**

For first 12 words or less..... 48c  
For each additional word..... 4c

**Southern Rhodesia and Bechuanaland:—**

For first 12 words or less..... 36c  
For each additional word..... 3c

**Mozambique:—**

For first 12 words or less..... 36c  
For each additional word..... 3c

**TELEGRAAFTARIEWE**

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Vir eerste 12 woorde of minder..... 36c  
Vir elke bykomende woord..... 3c

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# POSTAGE RATES

## TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail).....	1½c each.
Postcards (air mail).....	2c each.
Aerograms.....	2½c each.
Printed papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

## PARCELS (SURFACE MAIL)

### Ordinary Parcels:

(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa).....	Up to 8 oz..... 5c Above 8 oz. up to 2 lb..... 10c Above 2 lb. up to 7 lb..... 30c Above 7 lb. up to 11 lb..... 60c Above 11 lb. up to 22 lb..... 110c
(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa.....	Up to 8 oz..... 5c Above 8 oz. up to 1 lb..... 7c For every additional lb. or fraction thereof..... 7c

For Basutoland, Swaziland, -	
Mozambique.....	7c per lb.
For Bechuanaland Protectorate	7c per lb. (Kazungula 16c per lb.).
rate	
Parcels (agricultural).....	2½c per lb.
Parcels (air mail).....	10c per ½ lb.
*Cash on delivery fees.....	For trade charges up to and including R2..... 15c For each additional R2 or part thereof..... 2½c
†Parcel insurance fees.....	Fee Limits of compensation. 5c R10 6c R20 Plus 1c for each additional R20 or part thereof up to a maximum of R400.
Registration fee.....	5c per article.
Express delivery fees.....	Handling charge..... 5c Delivery charge 5c per mile or part of a mile.

N.B.—The postage rates on letters, postcards, aerograms, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroun, Republic of; Congo, Republic of (Leopoldville); French Equatorial Africa (Gabon, Republic of; Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of); Kenya; Madagascar; Mozambique; Northern Rhodesia; Nyasaland; Rwanda; South West Africa; Southern Rhodesia; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

\* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Mozambique, Northern Rhodesia, Nyasaland, Southern Rhodesia, Tanganyika and Uganda.

† An insured parcel service is also available to Southern Rhodesia, Northern Rhodesia and Nyasaland. Parcels for this destination cannot, however, be insured for more than R120.

# POSTARIEWE

## NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaale.....	½c per 4 onse per eksemplaar. Maksimum gewig per pakkie; 1 lb.
Monsters.....	1c per 2 onse.

## PAKKETTE (LANDPOS)

### Gewone pakkette:

(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika).	Tot 8 onse..... 5c Bo 8 onse tot 2 lb. 10c Bo 2 lb. tot 7 lb.. 30c Bo 7 lb. tot 11 lb.. 60c Bo 11 lb. tot 22 lb. 110c
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika:	Tot 8 onse..... 5c Bo 8 onse tot 1 lb. 7c Vir elke bykomende lb. of gedeelte daarvan..... 7c

### Vir Basoetoland, Swaziland,

Mosambiek.....	7c per lb.
Betsjoenaland-protektoraat.	7c per lb. (Kazungula 16c per lb.).
Pakkete (landbou):.....	2½c per lb.
Pakkete (lugpos).....	10c per ½ lb.
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c Vir elke bykomende R2 of gedeelte daarvan..... 2½c

†Pakketversekeringsgeld.....	Versekerings-geld. Maksimum vergoeding. 5c R10 6c R20
Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.	

Registrasiegeld.....	5c per posstuk.
Spoebestelgeld.....	Hanteerkoste..... 5c Afleweringeskoste 5c per myl of gedeelte daarvan.

L.W.—Die postariewe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoenaland-protektoraat; Burundi; Frans-Ekwatoriaal-Afrika (Gaboen, Republiek; Kongo, Republiek (Brazzaville); Sentraal-Afrika, Republiek; Tsaad, Republiek; Kameroen, Republiek); Kenja; Kongo, Republiek (Leopoldstad); Madagaskar; Mosambiek; Noord-Rhodesië; Njassaland; Rwanda; Suid-Rhodesië; Suidwes-Afrika; Swaziland; Tanganyika; Uganda] is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

\* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Mosambiek; Noord-Rhodesië, Njassaland, Suid-Rhodesië, Tanganyika en Uganda.

† 'n Versekerde pakketdien is ook beskikbaar na Suid-Rhodesië, Noord-Rhodesië en Njassaland. Pakkete vir dié bestemming kan egter nie vir meer as R120 verseker word nie.

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## Wapen van die Provincie Transvaal

*In Kleure*

Groot ongeveer 11 duim by 9 duim

#### PRYS:

12c per eksemplaar, posgeld ékstra.

Verkrybaar by die Provinciale Publikasiesmagasyn,  
Posbus 2346, Pretoria.