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26 JUNIE

[No. 834.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 962.]

[26 June 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE INDUSTRY, ORANGE FREE STATE.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Industry, shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (b), 3 to 8 (4) (e) (inclusive), 8 (4) (g) to 22 (inclusive), 25, 26 and 28 to 34 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Province of the Orange Free State; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of the Orange Free State and from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 8 (4) (e) (inclusive), 8 (4) (g) to 20 (inclusive), 22, 25, 26 and 28 to 34 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 962.]

[26 Junie 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (b), 3 tot en met 8 (4) (e), 8 (4) (g) tot en met 22, 25, 26 en 28 tot en met 34 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die Provinsie Oranje-Vrystaat; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 8 (4) (e), 8 (4) (g) tot en met 20, 22, 25, 26 en 28 tot en met 34 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die Provinsie Oranje-Vrystaat *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

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

AGREEMENT

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

Vereniging van Meubelfabrikante en Stoffeers, O.V.S. (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the National Association of Furniture and Allied Workers of S.A. (hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for 3 years (thirty-six months) or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act; any reference to an Act shall include any amendment to such Act, and unless inconsistent with the context—

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

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

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

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

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

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

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

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

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

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

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT.

OOREENKOMS

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

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

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

National Association of Furniture and Allied Workers of S.A.

(hieronder die werknemers of "vakvereniging" genoem, aan die ander kant,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasgestel word en bly vir '3 jaar (ses-en-dertig maande) van krag of vir sodanige tydperk as wat deur hom bepaal word.

3. WOORDOMSKRYWINGS.

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

"arbeider" 'n werknemer, uitgesonderd 'n leerlingverpakker, vir wie 'n loon van 16½c per uur, in hierdie Ooreenkoms voorgeskryf word;

"besoldiging", enige geldbetaling wat gedoen of verskuldig is aan 'n persoon en wat op enigerlei wyse die gevolg is van sy indiensneming;

"Fonds", beteken die Vakansiefonds vir die Meubelbedryf van die O.V.S., waarna daar verwys word in kousule 12 van hierdie Ooreenkoms;

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

"kantoorwerknemer", 'n werknemer wat skryf, tik, liasseer of enige ander klerklike werk doen, ook 'n kassier en 'n telefonis;

"korttyd", 'n tydelike vermindering van die getal werkure te wyte aan 'n handelslapse, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat deur ongeluk of ander onvoorsiene noodtoestand veroorsaak is;

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

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

"loon", dié gedeelte van besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure genoem in kousule 7 en vir hom voorgeskryf in kousule 34 of, waar 'n werkgewer 'n werknemer ten opsigte van sy gewone werkure gereeld 'n bedrag betaal wat hoër is as die bedrag aldus voorgeskryf, sodanige hoër bedrag;

"los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"masjienonderhoudwerktuigkundige", 'n werknemer wat uitsluitlik almal of enigeen van die volgende werksaamhede verrig:—

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

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

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

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

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

"labourer" means an employee other than a learner packer for whom a wage of 16½c per hour is prescribed in this Agreement;

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

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

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

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

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

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

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

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

"piece-work" means, subject to the provisions of clause 5 of this Agreement, any system according to which remuneration is based solely on quantity or output of work done;

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

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

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

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

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

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 7 and prescribed for him in clause 34, or when an employer regularly pays an employee in respect of his ordinary hours of work an amount higher than that so prescribed, such higher amount;

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

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oëttreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van kasveermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtsnywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kastore, kerke, skole, kroes, of teaters en kabinette vir musiekinstrumente en radio of draadloos-stelle en omvat die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, bomatrasse, bedkussings, peule en stoelkussings en omvat die bedrywighede op enige persele waar masjienwerk, houtdraai en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak van, herstoffeer of herpoleer van meubels in of in verband met inrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word en die fineer van deure gemaak reeplaagblokbord of laaghout wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels insluitende die vervaardiging van metaalkatels;

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

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

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

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

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

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

"stukwerk", behoudens die bepalings van klousule 5 van hierdie Ooreenkoms, enige stelsel waarvolgens die betaling van lone uitsluitlik gegrond word op die hoeveelheid werk wat verrig of geproduseer is;

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

"vakleerling", 'n werknemer in diens onder 'n skriftelike kontrak van vakleerlingskap wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees;

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

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

"working proprietor" "working partner" or "working director" means an employer who is personally engaged in any of the operations specified in clause 34 of this Agreement in his own establishment.

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

4. PIECE-WORK.

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

5. INCENTIVE SCHEME.

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

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

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

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

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

6. OUTWORK.

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

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

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

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

(1) Save as otherwise provided in this Agreement, no employee shall require or permit an employee for whom wages are prescribed in clause 34, other than one exclusively employed as a watchman, or in the delivering of messages—

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

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

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

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

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

"werkende eienaar", "werkende vennoot", en "werkende direkteur", 'n werkgever wat in sy bedryfsinrigting persoonlik enigeen van die werksaamhede verrig wat in klousule 34 van hierdie Ooreenkoms genoem word;

"Wet", die Wet op Nywerheidsversoenig, 1956, soos gewysig;

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

4. STUKWERK.

Behoudens die bepalings van klousule 5 van hierdie Ooreenkoms mag geen werkgever van enige persoon vereis of hom toelaat om stukwerk te verrig nie.

5. AANSPOINGSKEMA.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ooreenkomstig die bepalings van hierdie Ooreenkoms as 'n tydwerker geregtig sou wees nie, mag 'n werkgever 'n werknemer se loon baseer op die hoeveelheid werk wat verrig of geproduseer is; met dien verstande dat sodanige loonbetalingstelsel alleenlik toelaatbaar is in die vorm van 'n aansporingskema ten opsigte waarvan die werkgever en werknemer ooreengekom het, soos in sub-klousule (2) en (3) uiteengesit.

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

(3) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en dit mag nie deur die komitee verander of deur enigeen van die partye beëindig word nie tensy die partye wat die skema wil verander of beëindig skriftelik die ander party kennis gegee het, soos deur die partye by die aangaan van sodanige ooreenkoms ooreengekom is.

(4) 'n Werknemer wat vir enige tydperk volgens 'n aansporingsbonus in diens geneem is, moet die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsbonusskema, waarvoor daar ingevolge hierdie klousule ooreengekom is.

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

6. BUITEWERK.

(1) Geen werkgever mag van enigeen van sy werknemers vereis of hom 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 die werkgever geplaas is en wat bestaan uit die aanbring, inmeekaarsit, 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 werksaam is, mag nie terwyl hy in diens van 'n werkgever in sodanige Nywerheid is, enige werk in verband met die Meubelnywerheid op sy eie, vir verkoop, of namens 'n ander persoon of firma vra, onderneem of bestellings daarvoor neem nie, hetsy teen vergoeding al dan nie.

(3) Met uitsondering van sodanige buitewerk as waarvoor daar in sub-klousule (1) hiervan voorsiening gemaak word, mag geen werkgever en/of werknemer werk in verband met die Meubelnywerheid in 'n ander perseel as die perseel geregistreer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, of werkkamers wat by die Raad geregistreer is en wat uitsluitlik gebruik word vir werk in die Meubelnywerheid, onderneem nie.

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

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer vir wie lone in klousule 34 voorgeskryf is, uitgesonderd een wat uitsluitlik as wag of by die aflewering van goedere of boodskappe werksaam is, vereis of hom toelaat—

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

(b) om meer as 8 uur, etensyde uitgesluit, op enige dag te werk met dien verstande dat in 'n bedryfsinrigting—

(i) waarin die gewone werkure op een dag in elke week hoogstens 5 is, dit van 'n werknemer vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens 'n half uur op elkeen van die ander dae van die week te werk; of

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

(c) om vir 'n onafgebroke tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk; met dien verstande dat dit vir die toepassing van hierdie paragraaf 'n werkdagperk wat onderbreek word deur 'n pouse van minder as 1 uur, geag word onafgebroke te wees.

(2) 'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse van 10 minute so na as moontlik aan die middel van die oggend- en namiddagwerktydperke toestaan waarin van so 'n werknemer nie vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse moet as deel van die gewone werkure beskou word.

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

- (i) between six o'clock p.m. and six o'clock a.m.; or
- (ii) after one o'clock p.m. on more than five days in any week.

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

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

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

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

- (a) ten hours; or
- (b) a number of hours (which may exceed ten) fixed by the Council in a written notice to the employer, specifying the employee or the class of employee in respect of which the notice is applicable, and the period for which and the conditions under which it shall be valid; provided that subject to the approval of the Council, the Secretary of the Council may, in cases of urgency, grant such approval; provided further that no employer shall require or permit a female employee, to work overtime—
 - (aa) for more than two hours on any day;
 - (bb) on more than three consecutive days;
 - (cc) on more than sixty days in the year;
 - (dd) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) supplied such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of 15c and allowed her sufficient time to obtain a meal before the overtime is due to commence.

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

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

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

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

- (a) (i) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a third times the wage of the employee concerned.
- (ii) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, at double the wages the employee concerned. For work performed on Sundays, the employee shall either be paid at least twice a full day's remuneration or double his remuneration in respect of the entire period worked by him on such Sunday, whichever is the larger amount. For any time worked on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day in addition to the day's pay due in respect of each of these days at double the wage of the employee concerned.
- (iii) For all hours worked in excess of the daily hours laid down in clause 7 (1) of this Agreement in respect of which no overtime is payable under paragraphs (i) and (ii) of this sub-clause, at one and a third times the wage of the employee concerned.
- (b) 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) 'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om te werk nie—

- (i) tussen 6-uur nm. en 6-uur vm.; of
- (ii) na 1-uur nm. op meer as vyf dae in 'n week nie.

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

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

(5) *Oortyd.*—Alle tyd wat daar meer gewerk word as die weeklikse of daaglikse ure soos in klousule 7 (1) van die Ooreenkoms voorgeskryf of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (10) van die Ooreenkoms vertoon moet word, word geag oortyd te wees.

(6) Behoudens die bepalings van paragrawe (a) en (b) van subklousule (1) van hierdie klousule, mag 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk in een week van hoogstens—

- (a) tien uur; of
- (b) 'n getal ure (wat meer as tien kan wees) wat die Raad vasstel deur middel van 'n skriftelike kennisgewing aan die werkgever waarin die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en voorwaardes waarop dit geldig is, bepaal word; met dien verstande dat die Sekretaris van die Raad, onderworpe aan die goedkeuring van die Raad, in dringende gevalle sodanige toestemming kan verleen; met dien verstande verder dat geen werkgever van 'n vroulike werknemer mag vereis of haar toelaat om oortyd te werk—
 - (aa) vir meer as 2 uur op 'n dag nie;
 - (bb) op meer as drie agtereenvolgende dae nie;
 - (cc) op meer as 60 dae in die jaar nie;
 - (dd) na voltooiing van haar gewone werkure vir meer as 1 uur op 'n dag nie, tensy hy—
 - (i) sodanige werknemer voor twaalf uur die middag daarvan in kennis gestel het; of
 - (ii) aan sodanige werknemer 'n genoegsame maal verskaf het voordat sy met oortyd begin; of
 - (iii) aan sodanige werknemer betyds 'n toelae van 15c betaal het om haar in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

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

- (a) gedurende die hele pouse in sy werk indien dit hom nie vrystaan om die perseel van sy werkgever vir die hele pouse te verlaat nie; of
- (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 genoem in paragraaf (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.

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

- (a) (i) Vir alle tyd na die gewone sluitingstyd en tot om 10 n.m. op enige dag van Maandag tot Vrydag, of tot om 6 n.m. op Saterdag gewerk, teen die skaal van 1½ maal die loon van die betrokke werknemer;
- (ii) vir alle tyd tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag, of na 6 nm. op Saterdag teen dubbel die loon van die betrokke werknemer. Vir werk op Sondag verlig moet die werknemer minstens 'n volle dag se dubbel besoldiging betaal word of dubbel sy besoldiging ten opsigte van die hele tydperk wat hy op dié Sondag werk, watter ook al die meeste is. Vir alle tyd gewerk op Goie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van die dae, teen dubbel die loon van die betrokke werknemer;
- (iii) vir alle ure wat daar langer gewerk word as die daaglikse ure soos voorgeskryf in klousule 7 (1) van hierdie Ooreenkoms en ten opsigte waarvan geen oortyd besoldiging kragtens paragrawe (i) en (ii) van hierdie subklousule betaalbaar is nie, teen 1½ maal die loon van die betrokke werknemer.
- (b) Indien oortyd wat op 'n daaglikse grondslag bereken is, verskil van oortyd wat op 'n weeklikse grondslag bereken is, moet die grondslag wat vir die betrokke werknemer die gunstigste is, aanvaar word.

(9) The provisions of sub-clause (1) (c), (2), (3) and (4) shall not apply to an employee engaged on emergency work.

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

8. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid in cash weekly between 4.30 p.m. and 5.30 p.m. on the ordinary pay day or on termination of employment if this takes place before such ordinary pay day. The ordinary pay day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay day shall be the last working day preceding Friday.

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

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

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

- Save where otherwise provided in this Agreement, a pro rata amount for any period which an employee is absent from his work for any reason other than on the instruction or at the request of his employer.
- Save where otherwise provided in sub-clause (a), an amount in proportion to any time during which an establishment may be closed in pursuance of a mutual agreement between the employer and at least 75 per cent of his employees.
- With the written consent of the employee, deductions for sick, assurance, pension or other similar funds and for subscriptions.
- Contributions in terms of clause 16 of the Agreement.
- Any amount paid by an employer compelled by any law, ordinance or legal process to make such payment on behalf of an employee.
- With the written consent of the employee, deductions for trade union subscriptions.
- If the ordinary hours of work prescribed in clause 7 are reduced owing to short-time an amount proportionate to such reduction.

9. SHORT-TIME.

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

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

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

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who is included in one of the classes mentioned in clause 34 of this Agreement and who at the date of the commencement of this Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, provided that the Council may authorise a reduction of such higher wage to the level of the prescribed wage specified in this Agreement for an employee of his class.

11. COST OF LIVING ALLOWANCE.

(1) As from the date of coming into operation of this Agreement a cost of living allowance equivalent to 90 per cent of the basic wage payable to an employee in terms of Government Notice No. 435 of 21st March, 1958, shall be deemed to be part of the wage prescribed for an employee in terms of clause 34 of this Agreement; provided that such cost of living allowance shall be reckoned as cost of living allowance for the purpose of—

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

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

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

8. BETALING VAN BESOLDIGING.

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

(2) Besoldiging verskuldig aan 'n werknemer ingevolge die Ooreenkoms moet aan die werknemer oorhandig word in 'n verseelde koevert waarop die naam van die werkgever, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

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

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

- Behoudens andersluidende bepalings in hierdie Ooreenkoms, 'n bedrag wat in verhouding is tot enige tydperk wat 'n werknemer om 'n ander rede as 'n bevel of versoek van sy werkgever nie by sy werk is nie.
- Behoudens andersluidende bepalings in subklousule (a), 'n bedrag eweredig aan enige tyd wat 'n bedryfsinrigting gesluit mag wees ingevolge 'n onderlinge skikking tussen die werkgever en minstens 75 persent van sy werknemers;
- Met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekering-, pensioen- of ander soortgelyke fondse en vir ledegeld;
- Bydraes ingevolge klousule 16 van die Ooreenkoms;
- Enige bedrag wat 'n werkgever kragtens 'n wetteregterlike bepaling of bevel van 'n bevoegde hof moet maak of toegelaat word om te maak.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld van die vakvereniging.
- Wanneer die gewone werkure wat in klousule 7 voorgeskryf word, weens korttyd verminderd word, 'n aftrekking eweredig aan die hoeveelheid korttyd gewerk.

9. KORTTYD.

(1) Wanneer 'n werkgever weens 'n handelslapse, 'n tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie vanweë 'n ongeluk of ander onvoorsiene noodtoestand nie werk vir sy werknemers vir die volle gewone werkure van sy bedryfsinrigting per week het nie, kan hy behoudens die bepalings van hierdie klousule, sy werknemers korttyd laat werk vir hoogstens die tydperk van sodanige handelslapse, tekort aan grondstowwe of algemene onklaarraking van uitrusting en masjinerie.

(2) Wanneer daar korttyd gewerk word, moet die beskikbare werk onder die betrokke werknemers in enige "afdeling" verdeel word en indien dit nodig blyk om enige werknemers af te dank, is die werknemers wat eerste afgedank moet word diegene wat die laagste lone verdien; met dien verstande dat geen werknemer weens korttyd afgedank mag word nie totdat die korttydwerkure daal tot minder as 35 uur per week oor 'n aaneenlopende tydperk van vier weke.

(3) 'n Werknemer wat hom op enige dag op die gewone begintyd van die bedryfsinrigting vir diens aasmeld en vir wie daar geen werk beskikbaar is nie, moet ten opsigte van so 'n dag 'n bedrag van minstens vier uur se loon betaal word, tensy hy vooraf deur sy werkgever daarvan in kennis gestel is dat sy dienste op die betrokke dag nie nodig is nie.

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

'n Werknemer wat in een van die klasse genoem in klousule 34 van hierdie Ooreenkoms ingesluit is en wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet solank hy in diens van dieselfde werkgever 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 die verstande dat die Raad 'n vermindering van sodanige hoër loon tot die voorgeskrewe loon vir 'n werknemer van sy klas bepaal, kan magtig.

11. LEWENSKOSTETOELAE.

(1) Vanaf die datum waarop hierdie Ooreenkoms in werking tree moet 'n lewenskostetoelae wat gelyk is aan 90 persent van die basiese loon betaalbaar aan 'n werknemer ingevolge Goewermentkennisgewing No. 435 van 21 Maart 1958, geag word 'n deel te wees van die loon wat vir 'n werknemer ingevolge klousule 34 van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat sodanige lewenskostetoelae as lewenskostetoelae tel vir die doel van—

- Oorlogmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, en
- enige plaasvervangende wetgewing wat lewenskostetoelae met basiese lone konsolideer.

(2) In addition to the wage prescribed by clause 34 a cost of living allowance of 1 per cent of the hourly rate shall be paid to such employee for every increase of 1 point in the consumers' price index figure over 106 points for each hour worked; provided that no employer shall be required to increase such additional cost of living allowance of his employee above 2 per cent of his basic wage as prescribed; provided further that for every decrease of 1 point in the consumers' price index figure from any figure over 106 points, the cost of living allowance shall *mutatis mutandis* be decreased by the same amounts as the increases prescribed herein. For the purpose of this clause "wage" shall mean the hourly rate as presented in Government Notice No. 435 of 21st March, 1958, and "consumers' price index figure" shall mean the weighted average of the nine main areas for all items as published by the Director of Statistics in the *Government Gazette* from time to time.

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

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

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

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays. Every employee shall receive remuneration for each of these holidays, notwithstanding that certain of them may fall on a Saturday, at the rate of $8\frac{1}{2}$ times his hourly rate regardless of whether the factory in which he is employed is working a five or six day week.

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

19th December, 1964, to 10th January, 1965;
18th December, 1965, to 9th January, 1966;
19th December, 1966, to 10th January, 1967;
(both dates inclusive);

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

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

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

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

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

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

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

(a) in the case of an employee entitled to a prescribed wage of 26c or more per week, $7\frac{1}{4}\%$ (seven and three-quarter per cent) of the gross remuneration earned by each employee during that week;

(b) in the case of an employee entitled to a prescribed wage of 25c or less per week, $6\frac{1}{4}\%$ (six and three-quarter per cent) of the gross remuneration earned by each employee during that week;

provided that if an employee is placed on short-time or absents himself from work on account of illness and can, on demand by the employer, produce a medical certificate, the employer shall pay the contribution on the gross remuneration the employee would have earned had he remained in full time employment. Provided further that the contribution in respect of illness need not be paid for any period in excess of thirty working days in any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A of this Agreement.

(2) Benewens die loon wat in klousule 34 voorgeskryf word, moet vir elke punt styging in die verbruikersprysindekssyfer bo 106 punte, 'n addisionele lewenskostoelae van 1 persent van die loon ten opsigte van elke uur gewerk, aan so 'n werknemer betaal word, met dien verstande dat daar nie van 'n werkgewer vereis mag word om sodanige addisionele lewenskostoelae van sy werknemer tot meer as 2 persent van sy basiese loon aldus voorgeskryf, te verhoog nie; met dien verstande verder dat vir elke 1 punt daling in die verbruikersprysindekssyfer van enige syfer bo 106 punte, mag die addisionele lewenskostoelae *mutatis mutandis* met dieselfde bedrae verminder word as die verhogings wat hierin voorgeskryf word. Vir die toepassing van hierdie klousule beteken "loon" die uurloon soos voorgeskryf in Goewernementskennisgewing No. 435 van 21 Maart 1958 en beteken "verbruikersprysindekssyfer" die beswaarde gemiddelde van die nege hoofgebiede vir alle items, soos van tyd tot tyd deur die Direkteur van Sensus in die Staatskoerant gepubliseer.

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

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

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

12. VERLOF EN OPENBARE VAKANSIEDAE.

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

(2) Gedurende die ge'digheidsduur van hierdie Ooreenkoms, moet alle bedryfsinrigtings gedurende die volgende tydperke sluit:—

19 Desember 1964 tot 10 Januarie 1965;
18 Desember 1965 tot 9 Januarie 1966;
19 Desember 1966 tot 10 Januarie 1967;
(met inbegrip van albei datums)

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

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

- (i) Die Fonds moet deur die Raad geadministreer word en alle koste aangegaan by die administrasie van die Fonds moet deur die Raad vergoed word.
- (ii) Alle gelde wat in die Fonds inbetaal word, moet in 'n bankrekening in die naam van die Fonds inbetaal word. Alle betalings moet per tjek op die Fonds se rekening geskied en sulke tjeks moet deur twee persone, behoorlik daartoe deur die Raad gemagtig, onderteken word.
- (iii) Die Raad moet 'n openbare rekenmeester aanstel om die rekening van die Fonds te ouditeer.
- (iv) So spoedig doenlik na 30 Junie in elke jaar moet die Raad 'n staat opstel van die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande asook 'n staat wat die Fonds se bate en laste aantoon, wat deur die openbare rekenmeester gesertifiseer moet word en deur die Voorsitter van die Raad mede-onderteken word.

Die gesertifiseerde state en enige verslag deur die openbare rekenmeester moet daarna ter insae by die kantoor van die Raad lê en afskrifte daarvan moet binne drie maande van die afloop van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

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

- (a) In die geval van werknemers wat geregtig is op 'n voorgeskrewe loon van 26c of meer per uur, $7\frac{1}{4}\%$ persent (sewe en 'n driekwart persent) van die bruto besoldiging wat deur elke sodanige werknemer gedurende daardie week verdien is.
- (b) In die geval van werknemers wat geregtig is op 'n voorgeskrewe loon van 25c of minder per uur, $6\frac{1}{4}\%$ persent (ses en 'n driekwart persent) van die bruto besoldiging wat deur elke sodanige werknemer gedurende daardie week verdien is;

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

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

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

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

(b) Amounts payable in terms of sub-clauses (4) (a) and (b) hereof shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement, and shall not be deducted from the remuneration of such employee.

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

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

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

(e) The Council may in terms of section *twenty-one* (3) of the Act from time to time invest any of the moneys belonging to the fund in savings accounts, permanent shares or fixed deposits in building societies or banks, and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the fund.

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

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

(9) In the event of the dissolution of the Council or in the event of its ceasing to function in accordance with the terms of sub-section (2) of section *thirty-four* of the Act in any period during which this Agreement is in force the Council or such persons as the Registrar may designate shall continue to administer the Funds, and members of the Council existing at the date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring in such Council may be filled by the Registrar from employers and employees in the Furniture Industry in the Orange Free State so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of the Council for such purposes. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (10) (ii) of this clause and if upon such expiration the Council has already been liquidated and its assets distributed, the balance of the Fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

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

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

(11) Should the estate of an employer be sequestered or a company which is an employer be liquidated and the moneys payable to the Council by such employer in terms of sub-clause (4) (a) and (b) hereof in respect of any period of employment (of not more than 12 months) of an employee have not been paid, the employee in respect of whom the moneys are due, shall upon such sequestration or liquidation be deemed to be entitled to 1½ days leave for each month of such period of not more than twelve months.

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

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

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

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

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

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

(e) Die Raad mag van die geld wat aan die Vakansiefonds behoort, van tyd tot tyd ingevolge die bepalinge van artikel *een-en-twintig* (3) van die Wet, in spaarrekeninge, permanente aandele of vaste depositos in bougenootskappe of banke belê, en die rente op sulke beleggings kom die algemene fonds van die Raad toe, ter vergoeding van die Raad se administrasie van die Fonds.

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

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

(9) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms van krag is, ontbind word of ophou om te funksioneer ooreenkomstig die bepalinge van subartikel (2) van artikel *vier-en-dertig* van die Wet, moet die Raad of sodanige persoon as wat die Registrateur mag aanwys aanhou om die Fonds te administreer, en lede van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir sodanige doeleindes; met dien verstande egter dat enige vakatures wat in sodanige Raad ontstaan, deur die Registrateur uit werkgevers en werknemers in die Meubelnywerheid van die Oranje-Vrystaat, geval kan word ten einde 'n gelyke getal werkgevers- en werknemersvertegenwoordigers en hul plaasvervangers in die ledetal van die Raad te verseker. In geval die Raad nie in staat is nie of onwillig is om sy pligte na te kom of ingeval 'n doelpunt bereik word wat, na die mening van die Registrateur die Administrasie van die Fonds onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van sodanige Raad moet uitvoer en wat bekleed moet word met al die bevoegdhede van sodanige Raad wat vir hierdie doel nodig is. By die verstryking van hierdie Ooreenkoms, moet die Fonds gelikwdeer word soos in subklousule (10) (ii) van hierdie klousule bepaal, en indien die Raad by sodanige verstryking alreeds gelikwdeer en sy bates verdeel is, moet die saldo van die Fonds volgens die bepalinge van artikel *vier-en-dertig* van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(10) (i) Ingeval hierdie Ooreenkoms alreeds weens die verloop van tyd of om enige ander rede gestaak word, moet die Fondse deur die Raad geadministreer word totdat dit of gelikwdeer of deur die Raad oorgedra word en na 'n ander fonds wat gestig is vir 'n soortgelyke doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is of in 'n latere Ooreenkoms voortgesit word.

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

(11) Indien die boedel van 'n werkgever gesekwestreer of 'n maatskappy wat 'n werkgever is, gelikwdeer word en die geld wat sodanige werkgever ingevolge subklousule (4) (a) en (b) hiervan aan die Raad verskuldig is ten opsigte van enige dienstydperk (van hoogstens 12 maande) van 'n werknemer, nie betaal is nie, word die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasie geag geregtig te wees op 1½ dae verlof vir elke maand van sodanige tydperk van hoogstens twaalf maande.

13. PROVISION OF TOOLS.

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

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

14. EXEMPTIONS.

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

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

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

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

(4) The Secretary of the Council shall—

- number consecutively all licences issued;
- retain a copy of each licence issued; and
- where exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the Divisional Inspector of the Department of Labour, in whose area of jurisdiction his establishment is located.

15. EXISTING CERTIFICATES.

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

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct R0.13 per week from the wages of each of his employees (other than apprentices or learners), for whom a wage of 26c per hour or more is prescribed and R0.06 per week from the wages of each of his employees (other than learners, and apprentices), for whom a wage of less than 26c per hour is prescribed; provided that no deduction shall be made in cases where the total weekly earnings do not exceed R2.00.

To the amount so deducted the employer shall add a like amount and forward month by month and not later than the 20th day of each month, the total sum to the Secretary of the Council, submitting at the time of payment his wage register or an extract therefrom showing the names of employees and the period worked by each in respect of the amount forwarded.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

18. WORKING PROPRIETORS, PARTNERS AND DIRECTORS.

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

13. VERSKAFFING VAN GEREEDSKAP.

Skrynerwerkersbanke, klampe, handskroewe, lymptotte en alle kwaste moet deur die werkgewer verskaf word.

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

14. VRYSTELLINGS.

(1) Die Raad mag vrystellings van enigeen van die bepalings van hierdie Ooreenkoms om enige afdoende rede verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is; met dien verstande dat die Raad na goedgekeurde en nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan terugtrek, of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

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

- die volle naam van die betrokke persoon;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes, ingevolge die bepalings van subklousule (2) waarop die vrystelling verleen is;
- die tydperk waarvoor die vrystelling van krag is; en
- die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet:—

- alle sertifikate wat uitgereik word in volgorde nommer;
- van elke sertifikaat wat uitgereik word 'n afskrif hou; en
- wanneer vrystelling aan 'n werknemer verleen word, een afskrif van die sertifikaat aan die betrokke werkgewer stuur en een aan die Afdelingsinspekteur van Arbeid in wie se regsgebied die bedryfsinrigting geleë is.

15. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van enige vorige Ooreenkoms vir die Nywerheid moet die Raad voortgaan om alle leerlingsertifikate of enigeen daarvan wat kragtens sodanige vorige Ooreenkomste uitgereik is te administreer totdat sodanige sertifikate weens verloop van tyd verstryk of andersins deur die Raad ingetrek of herroep is.

16. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks R0.13 van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge of leerlinge) vir wie 'n loon van 26c per uur of meer voorgeskryf is, aftrek, en R0.06 per week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge en leerlinge) vir wie 'n loon van minder as 26c per uur voorgeskryf is; met dien verstande dat geen aftrekkings gemaak mag word waar die totale weeklikse verdienste nie meer as R2 beloop nie.

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

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

- Volle naam (waar die onderneming 'n maatskappy of vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrek word).
- Adres waar die onderneming gedryf word en die woonadres van die persone genoem in subklousule 1 (a) van hierdie klousule.
- Ambag of ambagte wat in die nywerheid beoefen word.
- Die name van sy werknemers en beroepe waarin hulle werkzaam is.

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

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

18. WERKENDE EIENAARS, VENNOTE EN DIREKTEURE.

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

19. EXHIBITION OF AGREEMENT.

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

20. TIME AND WAGE REGISTER.

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

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

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

22. ADMINISTRATION OF AGREEMENT.

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

23. AGENTS.

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

24. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

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

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

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

- (i) office employees;
- (ii) immigrants during the first year after the date of their entry into the 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 invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

25. EMPLOYMENT OF MINORS.

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

26. 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 shall be borne by the Council.

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer and the period during which the permission shall be effective; provided that the Council may, if it deems fit and if the provisions of sub-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.

19. VERTONING VAN OOREENKOMS.

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

20. TYD EN LOONREGISTER.

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

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

21. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

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

22. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat met die toepassing van hierdie Ooreenkoms belas is en bly en hy mag vir die leiding van werkgewers en werknemers, menings en beslissings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

23. AGENTE.

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

24. INDIENSNEMING VAN VAKVERENIGINGARBEID.

(1) Geen lid van die vakvereniging mag in diens tree by enige werkgever wat nie lid van die werkgewersorganisasie is nie en geen werkgever mag 'n werknemer wat nie lid van die vakvereniging is in diens neem nie; met dien verstande dat 'n lid van die werkgewersorganisasie enige werknemer in diens mag neem wat nie vir lidmaatskap van die vakvereniging in aanmerking kan kom nie.

(2) Vir die toepassing van hierdie klousule beteken "lidmaatskap" lidmaatskap ooreenkomstig die bepalings van die konstitusie van die vakvereniging of werkgewersorganisasie.

(3) Die voorlegging van 'n kaart en/of sertifikaat, deur die Sekretaris van die betrokke organisasie onderteken, dien as bewys van lidmaatskap van die vereniging of werkgewersorganisasie.

(4) Die vakvereniging en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesit is of geskors is. By ontvangs van sodanige lys moet die Sekretaris van die Raad die lid of lede van die betrokke organisasies mededeel dat sy/hul lidmaatskapkaart en/of -sertifikaat nie meer geldig is nie.

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

- (i) kantoorwerknemers;
- (ii) immigrante gedurende die eerste jaar na die datum waarop hul die Republiek van Suid-Afrika binnegekom het, met dien verstande dat, indien 'n immigrant te enigertyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik in werking tree.

25. INDIENSNEMING VAN MINDERJARIGES.

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

26. LEERLINGE.

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

(2) Aansoek om toestemming om as 'n leerling te werk, moet aan die Raad gerig word, op die voorgeskrewe vorm en moet vergesels gaan van 'n geneeskundigesertifikaat in die vorm voorgeskryf in Aanhangsel C. Die koste van die geneeskundige ondersoek word deur die Raad gedra.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk, 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgever en die tydperk waarin die toestemming van krag sal wees, gemeld word; met dien verstande dat die Raad, as hy dit dienstig ag en as die bepalings van subklousule (7) hiervan nie meer van toepassing is nie, en nadat daar een week vooraf skriftelik kennis aan die werkgever en werknemer gegee is, enige sertifikaat wat ooreenkomstig die bepalings van hierdie subklousule uitgereik is aan intrek afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het, al dan nie.

(4) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomstig die bepalings van subklousule (3) uitgereik is, moet aan die werkgever verstrekk word wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

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

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

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

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

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

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

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

27. SUBSCRIPTIONS TO TRADE UNIONS.

Any employer may at his option and with the consent of the employee deduct from the wages due to the latter such contributions as the employee may on a voluntary basis decide to make to the funds of any trade union, and he shall forthwith transmit the amounts so deducted to the organisations concerned.

28. ABATEMENT OF REMUNERATION

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

(2) Subject to the Natives Urban Areas Consolidation Act, 1945, no employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer, or to purchase any goods or hire property from his employer.

29. TERMINATION OF EMPLOYMENT.

(a) One hour's notice shall be given by the employer or employee to terminate a contract of service, provided that 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, shall not be affected hereby.

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

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

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

30. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, his employer shall upon the termination of the contract of employment furnish him with a certificate of service, showing the full names of the employer and the employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination, provided that the employer shall furnish such a certificate of service to an employee whose wage is on a rising scale on the basis of experience or length of employment.

31. PROHIBITED EMPLOYMENT.

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

32. BASIS OF PAYMENT.

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

(5) Ten einde die minimum loon wat aan 'n leerling betaalbaar is vas te stel kan die duur van vorige ondervinding van soortgelyke werk na goedvinde van die Raad in aanmerking geneem word.

(6) (a) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as drie maande vir dieselfde werksaamhede gebruik word nie sonder dat die Raad vooraf goedkeuring daartoe verleen het nie.

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

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

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

- (i) Glipsteekwerk, die naai en aanmekeerwerk van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne maar met uitsondering van die sny van oortreksels; en
- (ii) die uitsny van matraslope en -oortreksels, en bedkussings.

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

27. LEDEGELD VIR VAKVERENIGINGS.

Met die toestemming van die werknemer en indien die werkgewer dit goedvind, kan laasgenoemde van die loon wat aan die werknemer verskuldig is, sodanige bedrae as wat die werknemer vrijwillig tot die fondse van enige vakverenigings bydra, aftrek, en moet hy die bedrae aldus afgetrek onverwyld aan die betrokke organisasies stuur.

28. LOONKORTING.

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

(2) Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, mag daar van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkgewer of op 'n plek deur sy werkgewer aangewys, te losser of in te woon of om van sy werkgewer goedere te koop of eiendom te huur nie.

29. DIENSBEÏNDIGING.

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

(b) Ondanks die bepalings van subklousule (a) mag 'n werkgewer en werknemer skriftelik ooreenkom om 'n langer tydperk van kennisgewing as een uur te gee en versuim om so 'n ooreenkoms na te kom, is 'n verbreking van hierdie klousule.

(c) 'n Werkgewer of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir die langer tydperk waarvoor die werkgewer en sy werknemer ooreenkomstig subklousule (b) hiervan ooreengekom het, aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval.

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

30. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet sy werkgewer by beëindiging van die dienskontrak 'n dienssertifikaat aan hom uitreik wat die name van die werkgewer en werknemer voluit, die aard van die diens, die datums van aanvang en beëindiging van die kontrak, asook die loonskaal op die datum van sodanige beëindiging aangee; met dien verstande dat die werkgewer sodanige sertifikaat aan 'n werknemer moet uitreik wie se loon op 'n stygende skaal op die basis van ondervinding of duur van diens gegrond is.

31. VERBODE INDIENSNEMING.

Behoudens die bepalings van artikel drie-en-tagtig van die Wet, en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepalings waarby aanwerving of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaardes verbied word, geag die werkgewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het as sodanige aanwerving of indiensneming nie verbode was nie en die werkgewer moet voortgaan om die besoldiging te betaal en die voorwaardes na te kom asof die aanwerving of indiensneming nie verbied was nie.

32. GRONDSLAG VAN BETALING.

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

33. DIFFERENTIAL RATES.

An employee, other than a casual employee, who is required or permitted to perform work for which a rate of remuneration is prescribed in clause 34 of this Agreement which is higher than his usual rate of remuneration, shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed and an employee who on any day is required or permitted to perform work in respect of which different rates of remuneration are prescribed in clause 34, shall be paid at his usual rate of pay or such highest rate, whichever is the highest.

For the purpose of this sub-clause, the remuneration payable to an employee, other than a casual employee, in respect of any day on which such higher rated work is performed, shall be at least the wage prescribed for such higher-rated work and the remuneration payable to a casual employee in respect of any day on which such higher-rated work is performed, at least one-and-one-fifth of the highest wage prescribed for such work in the case of an employee who usually works a six-day week and at least one-and-a-quarter of such wage in the case of an employee who usually works a five day week.

34. WAGES.

(1) Save as is prescribed in clauses 8, 9, 14, 16 and 27 of this Agreement, no employer shall pay and no employee shall accept lower remuneration than that prescribed in this Agreement.

(2) The minimum wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder; provided that as from the commencement of this Agreement, employees in receipt of a wage in excess of R27.58 per week plus 3 per cent cost of living allowance as provided for in Government Notice No. 610 of the 21st April, 1961, shall be granted an increase of one (1) cent per hour for the first year and an additional one (1) cent per hour for the unexpired period of the Agreement.

33. DIFFERENSIËLE LONE.

'n Werknemer, uitgesonderd 'n los werknemer, wat verplig of toegelaat word om werk te verrig waarvoor 'n hoër loonskaal as sy gewone loonskaal in klousule 34 van hierdie Ooreenkoms voorgeskryf word, moet ten opsigte van die hele dag waarop sodanige hoër besoldigde werk verrig word teen sodanige hoër loonskaal betaal word, en 'n werknemer wat op enige dag verplig of toegelaat word om werk te verrig ten opsigte waarvan verskillende loonskaale in klousule 34 voorgeskryf word, moet teen 'n gewone loonskaal of teen sodanige hoogste skaal, naamlik die hoogste, betaal word.

Vir die toepassing van hierdie subklousule, is die besoldiging wat aan 'n werknemer, uitgesonderd 'n loswerknemer betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word minstens die voorgeskrewe loon vir die hoër besoldigde werk en die besoldiging wat aan 'n loswerknemer betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word, minstens een-en-een vyfde van die hoogste loon voorgeskryf vir sodanige werk in die geval van 'n werknemer wat gewoonlik 'n ses dag week werk en minstens een-en-een vierde van sodanige loon in die geval van 'n werknemer wat gewoonlik 'n vyf dag week werk.

34. LONE.

(1) Behoudens klousules 8, 9, 14, 16 en 27 van hierdie Ooreenkoms, mag geen lone wat laer is as die wat in hierdie Ooreenkoms voorgeskryf is deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie.

(2) Die minimum loon wat deur 'n werkgever aan elke lid van die ondergenoemde klasse werknemers betaal moet word, is soos hieronder uiteengesit; met dien verstande dat werknemers wat met die aanvang van hierdie Ooreenkoms 'n hoër loon as R27.58 plus 3 persent lewenskostoelae per week soos bepaal in Goewermentskennisgewing No. 610 van 21 April 1961, ontvang het, 'n verhoging van een (1) sent per uur vir die eerste jaar en 'n verdere een (1) sent per uur vir die onverstreke tydperk van hierdie Ooreenkoms betaal moet word:—

	Wage per Hour during	
	First Year of Agreement.	Second and Third Year of Agreement.
	(Cents.)	(Cents.)
(1) (a) Furniture Making, which means any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations mentioned in (b) of this clause.....	65	66
(b) Sundry Operations—		
(i) Bolting of school desks, folding chairs, and chair legs to chairs of the type known as "kitchen bent-wood", "Globe", "Standard", "Sturdy" and "Super".....	22	22
(ii) Making and/or pointing of wooden dowels and pins by hand and/or machine.....	16½	16½
(iii) Knocking in wooden dowels by hand.....	22	22
(iv) Sandpapering by hand regardless of whether the article papered is stationary or rotating.....	22	22
(v) Bending of solid timber by hand or mechanical process.....	16½	16½
(vi) Removing glue from furniture.....	22	22
(vii) Mixing, weighing and preparing of glue.....	16½	16½
(viii) The application of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts.....	22	22
(ix) Knocking of sockets for casters.....	16½	16½
(x) Filling of holes or cracks in furniture with wood filler or similar substance.....	22	22
(xi) Fixing bed iron, domes and casters.....	16½	16½
(xii) Assistants assisting in the assembling of component parts of furniture for the purpose of joining these by means of clamps or presses; provided that the ratio of employees performing the work and employees receiving the wage prescribed in clause 34 (2) shall not exceed 2 to 1; provided that such assistants shall not be deemed assistants in the absence of the said employee who is entitled to the prescribed wage as prescribed in clause 34 (2) with the stipulation that the said assistants shall not be entitled to bore holes.....	22	22
(xiii) Fixing corner blocks to chairs, provided screws are not used.....	65	66
(2) Setting Out, which means the preparation of a plan for the manufacture of furniture, by means of a rod, board, lath batton or strip, generally cut to a fixed length, upon which are marked either the heights, widths, or other dimensions of the article to be manufactured.....	65	66
(3) Marking Out—		
(a) which means the marking or scribing of articles of furniture either in whole or in part to dimensions by means of foot rule, measuring rod, straight edge, template jig or any other device, for the purpose of machining, fitting or assembling.....	65	66
(b) Repetitive marking out of shoulder and/or knee blocks and/or pieces with a design or pattern.....	16½	16½
(4) (a) Furniture Machining, which means any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, including the operation of multiple drum machines, open belt sanders, but excluding the undermentioned sundry operations.....	65	66
(b) Sundry Furniture Machining Operations—		
(i) Setting up and operating single drum sander.....	40	40
(ii) Setting up and operating hinge recessing machine for the purpose of cutting recesses for locks and hinges.....	16½	16½
(iii) Boring holes.....	22	22
(iv) Making and jointing sandpaper rolls or discs and belts for open belt sander and glueing sandpaper rolls	26	26
(v) Setting up and operating any type of vibrating-reciprocating hand-sandpapering machine manipulated by hand.....	65	66
(vi) Setting up and operating drum, disc, triangle and portable sanding machines.....	40	40
(5) (a) Furniture Polishing which means any operation or process performed by hand or mechanical appliance, in the production of a polished and/or finished surface, by means of shellac, paint, duco, lacquer, enamel, cellulose, varnish, stain; a paste which acts as an abrasive, and/or polisher, or both; or similar substances, and shall include the graining and matching of colours of all types and classes of furniture, but excluding the undermentioned sundry operations.....	65	66

- 2nd September, 1960, 1155 of the 8th December, 1961, and 1970 of the 20th December, 1963), by deleting clauses 2 and 3 thereof relating to technical class attendance and payment of class or course and examination fees;
- (ii) withdraw Government Notice No. 2394 of the 9th December, 1955;
 - (iii) withdraw Government Notice No. 1273 of the 14th August, 1959 (as amended by Government Notice No. 570 of the 13th April, 1962);
 - (iv) prescribe the conditions set out hereunder as conditions of apprenticeship in respect of the trades designated under Government Notices Nos. 355 of the 8th March, 1940 (as amended by Government Notices Nos. 722 of the 24th April, 1942, 2007 of the 24th September, 1948, 2128 of the 17th August, 1951, 290 of the 14th February, 1952 and 6 of the 8th January, 1960), 722 of the 24th April, 1942, 1185 of the 21st July, 1944, 2007 of the 24th September, 1948, 963 of the 20th May, 1949 (as amended by Government Notice No. 129 of the 18th January, 1952), 2128 of the 17th August, 1951, 1111 of the 24th July, 1959 (as amended by Government Notice No. 1320 of the 2nd September, 1960) and No. 6 of 8th January, 1960, in respect of the undertaking and area for which the Railway Apprenticeship Committee was established by Government Notice No. 1462 of the 29th August, 1923; and
 - (v) determine in terms of sub-section (7) of section sixteen of the Act that the provisions of clauses 2, 3, 4 and 5 of the conditions set out hereunder shall, from the date of prescription of the said conditions of apprenticeship, also apply to apprentices who are employed in any trade which is or was a designated trade in the undertaking and area for which the said Railway Apprenticeship Committee was established.

CONDITIONS.

1. QUALIFICATIONS FOR COMMENCING APPRENTICESHIP.

The minimum age and educational qualifications for commencing apprenticeship shall be 16 years and Standard VII or a statement of attainment issued by or on behalf of the school attended by the prospective apprentice reflecting a pass at Standard VII level in the subjects Afrikaans, English, Arithmetic or General Mathematics and at least one other subject.

2. PERIOD OF APPRENTICESHIP.

The period of apprenticeship shall be five years in all designated trades.

3. TECHNICAL STUDIES.

(a) An apprentice who is not already in possession of the certificate or the alternative qualification prescribed in sub-clause (b) of this clause, in subjects relevant to the trade to which he is indentured, shall pursue technical studies relevant to such trade and in accordance with the syllabuses prescribed by the Department of Education, Arts and Science for the National Technical Certificates, Part I and II, either—

- (i) at the nearest technical institution maintained wholly or partly by public funds if such institution provides facilities for class attendance within 12 miles of his residence where attendance is not required during ordinary working hours or within 12 miles of his working place where attendance at such classes is required of him during working hours, by attending such classes; or
- (ii) in any area situated within 12 miles of the apprentice's residence or working place as aforesaid, if a technical institution as aforesaid provides facilities by way of full-time continuous classes on five days per week during working hours, by attending such classes in lieu of the classes referred to in paragraph (i) above; or

1155 van 8 Desember 1961 en 1970 van 20 Desember 1963) te wysig deur klousules 2 en 3 daarvan, wat betrekking het op die bywoning van tegniese klasse en die betaling van klas- of kursus- en eksamengelde, te skrap;

- (ii) Goewermentskennisgewing No. 2394 van 9 Desember 1955 te herroep;
- (iii) Goewermentskennisgewing No. 1273 van 14 Augustus 1959 (soos gewysig by Goewermentskennisgewing No. 570 van 13 April 1962) te herroep;
- (iv) die voorwaardes hieronder gemeld, voor te skryf as leervooraardes ten opsigte van die ambagte wat by Goewermentskennisgewings Nos. 355 van 8 Maart 1940 (soos gewysig by Goewermentskennisgewings Nos. 722 van 24 April 1942, 2007 van 24 September 1948, 2128 van 17 Augustus 1951, 290 van 14 Februarie 1952 en 6 van 8 Januarie 1960), 722 van 24 April 1942, 1185 van 21 Julie 1944, 2007 van 24 September 1948, 963 van 20 Mei 1949 (soos gewysig by Goewermentskennisgewing No. 129 van 18 Januarie 1952), 2128 van 17 Augustus 1951, 1111 van 24 Julie 1959 (soos gewysig by Goewermentskennisgewing No. 1320 van 2 September 1960) en No. 6 van 8 Januarie 1960, aangewys is in die onderneming en gebied waarvoor die Komitee vir Spoorwegvakleerlinge by Goewermentskennisgewing No. 1462 van 29 Augustus 1923 ingestel is; en
- (v) kragtens subartikel (7) van artikel *sestien* van die Wet te bepaal dat die bepalings van klousules 2, 3, 4 en 5 van die voorwaardes hieronder gemeld, vanaf die datum van voorskrywing van genoemde leervooraardes van toepassing is ook op vakleerlinge wat in diens is in 'n ambag wat 'n aangewese ambag is of was in die nywerheid en gebied ten opsigte waarvan genoemde Komitee vir Spoorwegvakleerlinge ingestel is.

VOORWAARDES.

1. KWALIFIKASIES VIR BEGIN VAN VAKLEERLINGSKAP.

Die minimum leeftyd en opvoedkundige kwalifikasies vir die begin van vakleerlingskap is 16 jaar en Standaard VII of 'n verklaring van prestasie, uitgereik deur of namens die skool wat deur die voornemende vakleerling besoek is, waarin gemeld word dat hy op die Standaard VII-peil geslaag het in die vakke Afrikaans, Engels, Rekenkunde of Algemene Wiskunde en minstens een ander vak.

2. LEERTYD.

Die leertyd is vyf jaar in alle aangewese ambagte.

3. TEGNIESE STUDIES.

(a) 'n Vakleerling wat nie alreeds ten opsigte van vakke wat betrekking het op die ambag waarvoor hy ingeskryf is, in besit van die sertifikaat of die alternatiewe kwalifikasie wat in subklousule (b) van hierdie klousule voorskryf word, is nie, moet tegniese studies wat met sodanige ambag in verband staan en ooreenkom met die leerplanne wat deur die Departement van Onderwys, Kuns en Wetenskap voorgeskryf word vir die Nasionale Tegniese Sertifikaat, Deel I en Deel II, volg deur sodanige klasse of—

- (i) in die naaste tegniese inrigting wat uitsluitlik of gedeeltelik uit openbare fondse in stand gehou word, by te woon indien sodanige inrigting fasiliteite vir klasbywoning binne 12 myl van sy werkplek af verskaf in gevalle waar klasbywoning nie gedurende die gewone werkure vereis word nie of indien sodanige inrigting fasiliteite vir klasbywoning binne 12 myl van sy werkplek af verskaf in gevalle waar dit van hom vereis word om sodanige klasse gedurende werkure by te woon; of
- (ii) in enige gebied binne 12 myl van die vakleerling se woning of werkplek af, soos voornoem, in plaas van die klasse bedoel in paragraaf (i) hierbo, by te woon indien 'n tegniese inrigting, soos voornoem, fasiliteite by wyse van voltydse aaneenlopende klasse gedurende werkure op vyf dae per week verskaf; of

(iii) where no such institution as aforesaid is situated within 12 miles of the apprentice's residence or working place as aforesaid in lieu of the attendance referred to in paragraphs (i) or (ii) the said aforesaid courses of study, by taking a correspondence course conducted by the Witwatersrand Technical College for the said courses or part thereof.

(b) An apprentice shall attend technical classes or take correspondence courses as prescribed in sub-clause (a) until he passes the National Technical Certificate, Part II; provided that an apprentice who fails in the examination for the said certificate but obtains a pass in the trade theory relevant to the trade in which he is indentured, shall not be required to attend further classes or take further correspondence courses, as the case may be.

(c) Where facilities exist, attendance at technical classes shall, during the first year of the normal period of apprenticeship, take place during the ordinary working hours and be as nearly as practicable for eight hours per week, either on one day of the week or where such facilities for attendance do not exist, attendance shall be as nearly as practicable on each of two days per week, but in neither case shall attendance extend beyond 7.15 p.m. Compulsory attendance of classes during the second or any subsequent year of apprenticeship shall be outside ordinary working hours; provided that if an apprentice produces a certificate from the technical institution concerned that he has obtained satisfactory marks for diligence and progress, he shall, where facilities exist, continue to attend such classes during his ordinary working hours, provided that where facilities such as are described in paragraph (ii) of sub-clause (a) are provided attendance shall be at the said classes for five days per week in lieu of the attendance prescribed herein above.

(d) An apprentice taking a correspondence course in terms of sub-clauses (a) and (b) shall, where the Registrar of Apprenticeship has determined a place for the study of such a correspondence course, study at such place and the provisions of sub-clause (c) shall *mutatis mutandis* apply to such apprentices.

(e) Notwithstanding the provisions of sub-clause (b), an apprentice who after two years class attendance or after taking a correspondence course for two years, has not attained a National Technical Certificate, Part I, with one of the passed subjects being the theory of the trade to which he is indentured, shall not be required to attend any further classes or take any further correspondence courses, as the case may be.

(f) Any apprentice who as a result of having to undergo military training in terms of the Defence Act (Act No. 44 of 1957), as amended, is unable to attend technical classes or follow a correspondence course for at least two terms in any academic year, shall not be required to pursue his studies during such year.

(g) The provisions of sub-clauses (c) and (d) shall *mutatis mutandis* apply to an apprentice who has complied with the provisions of sub-clause (b) or who is already in possession of a higher technical qualification and voluntarily pursues studies relevant to the trade to which he is indentured.

4. PAYMENT OF CLASS OR COURSE AND EXAMINATION FEES.

The employer shall advance the class or course and examination fees payable to the technical institution by an apprentice who is required to, or who in terms of sub-clause (g) of clause 3 elects to, attend any classes or follow correspondence courses or enter for any examination, to the technical institution concerned; provided that—

(i) the institution shall submit a report to the employer on the diligence, progress and attendance of the apprentice, and if the apprentice has not obtained satisfactory marks for diligence and progress and subject to authorised absences, did not attend both

(iii) deur middel van 'n korrespondensiekursus wat deur die Witwatersrandse Tegniese Kollege vir genoemde kursusse of 'n gedeelte daarvan gegee word, in plaas van die bywoning [soos in paragraaf (i) of (ii) bedoel] van voornoemde studiekursusse te volg in gevalle waar daar nie 'n inrigting, soos voornoem, binne 12 myl van die vakleerling se woning of werkplek af is nie.

(b) 'n Vakleerling moet, soos in subklousule (a) voorgeskryf, tegniese klasse bywoon of korrespondensiekursusse volg totdat hy in die eksamen vir die Nasionale Tegniese Sertifikaat, Deel II, geslaag het; met dien verstande dat 'n vakleerling wat in die eksamen vir genoemde Sertifikaat druipeer maar wat wel slaag in die ambagsteorie wat betrekking het op die ambag waarvoor hy ingeboek is, nie verdere klasse hoef by te woon of verdere korrespondensiekursusse hoef te volg nie, na gelang van die geval.

(c) Waar daar fasiliteite bestaan, moet tegniese klasse gedurende die eerste jaar van die gewone vakleerlingtydperk bygewoon word gedurende die gewone werkure en, vir sover doenlik, vir agt uur per week, hetsy op een dag van die week of, waar sodanige fasiliteite vir bywoning nie bestaan nie, op elkeen van twee dae per week, maar in geen geval mag die bywoning later as 7.15 nm. duur nie. Die verpligte bywoning van klasse gedurende die tweede en enige daaropvolgende jaar van die vakleerlingskap, geskied buite die gewone werkure; met dien verstande dat, as 'n vakleerling 'n sertifikaat van die betrokke tegniese inrigting toon waarin gemeld word dat hy bevredigende punte vir ywer en vordering behaal het, hy sodanige klasse nog gedurende sy gewone werkure moet bywoon; met dien verstande dat, waar fasiliteite soos dié gemeld in paragraaf (ii) van subklousule (a), verskaf word, hy genoemde klasse vir vyf dae per week moet bywoon in plaas van die bywoning wat hierbo in hierdie paragraaf voorgeskryf word.

(d) 'n Vakleerling wat 'n korrespondensiekursus ooreenkomstig die bepalings van subklousules (a) en (b) volg, moet, waar die Registrateur van Vakleerlinge 'n studieplek vir sodanige korrespondensiekursus bepaal het, by sodanige plek studeer, en die bepalings van subklousule (c) is *mutatis mutandis* op sodanige vakleerling van toepassing.

(e) Ondanks die bepalings van subklousule (b), word daar nie van 'n vakleerling wat, nadat hy twee jaar lank klasse bygewoon het of 'n korrespondensiekursus gevolg het, nie 'n Nasionale Tegniese Sertifikaat, Deel I, met die teorie van die ambag waarvoor hy ingeboek is, as een van die vakke waarin daar geslaag is, behaal het nie, vereis om, na gelang van die geval, verdere klasse by te woon of verdere korrespondensiekursusse te volg nie.

(f) Van 'n vakleerling wat, as gevolg daarvan dat hy militêre opleiding ingevolge die Verdedigingswet (Wet No. 44 van 1957), soos gewysig, moet ondergaan, vir minstens twee kwartale in enige akademiese jaar nie daartoe in staat is om tegniese klasse by te woon of om 'n korrespondensiekursus te volg nie, word daar nie vereis om sy studies gedurende sodanige jaar voort te sit nie.

(g) Die bepalings van subklousule (c) en (d) is *mutatis mutandis* van toepassing op 'n vakleerling wat voldoen het aan die vereistes van subklousule (b) of wat reeds in besit is van 'n hoër tegniese kwalifikasie en vrywillig sy studies in verband met die vak waarvoor hy ingeboek is, voortsit.

4. BETALING VAN KLAS- OF KURSUS- EN EKSAMENGELDE.

Die werkgever moet die klas- of kursus- en eksamengelde voorskiet wat aan die tegniese inrigting betaalbaar is deur 'n vakleerling van wie daar vereis word of wat kragtens subklousule (g) van klousule 3 verkies om klasse by te woon of 'n korrespondensiekursus te volg of vir 'n eksamen in te skryf, en die werkgever moet sodanige gelde aan die betrokke tegniese inrigting betaal; met dien verstande dat—

(i) die inrigting 'n verslag aan die werkgever moet voorlê oor die ywer, vordering en bywoning van die vakleerling, en dat, indien die vakleerling nie bevredigende punte vir ywer en vordering verworf het nie en, behoudens gemagtigde afwesigheid,

in his own time and during ordinary working hours at least 90 per cent of the possible number of classes, or in the case of a correspondence course did not satisfactorily complete at least 90 per cent of the full number of papers during that calendar year or portion thereof, the sum advanced in respect of class or course fees shall be deducted from the wages of the apprentice in equal monthly payments during the subsequent year or portion thereof;

- (ii) if an apprentice produces proof that he has passed in any examination subject, no fees shall be deducted from his remuneration in respect of the examination subject.

5. TRADE TESTS.

(a) An apprentice shall undergo a qualifying trade test, conducted by the Departments of Labour and of Education, Arts and Science, as shortly as practicable before the end of his period of apprenticeship, in the practice of the trade in which he is indentured.

(b) An apprentice who has attained educational qualifications scheduled hereunder or equivalents, may voluntarily undergo a qualifying trade test at a stage not earlier than that indicated in the schedule. A further voluntary test or tests may be undertaken on a date or dates to be determined by the Departments of Labour and of Education, Arts and Science.

Educational Qualifications attained prior to or during Apprenticeship.	Test may be taken voluntarily.
GROUP I.	
(a) Std. IX or equivalent certificate with mathematics as one subject of success.....	After 4½ years.
(b) Matric or equivalent certificate without Mathematics as one subject of success.....	
(c) National Senior Certificate (non-technical) without Mathematics as one subject of success.....	
GROUP II.	
(a) Matric or equivalent certificate with mathematics as one subject of success.....	After 4 years.
(b) National Senior Certificate, non-technical (Matric exemption) with mathematics as one subject of success.....	
(c) Trade Theory pass at National Technical Certificate (Part II) level.....	
GROUP III.	
(a) National Trade School Certificate.....	After 3½ years.
(b) National Junior Certificate (technical) with workshop practice as one subject of success....	
(c) National Technical Certificate (Part II).....	
(d) National Intermediate Certificate (Technology) without Workshop Practice as one subject of success.....	
GROUP IV.	
(a) National Technical Certificate (Part III).....	After 3 years.
(b) National Intermediate Certificate (Technology) with workshop practice as one subject of success.....	
(c) National Senior Certificate (Technology) without Workshop Practice as one subject of success.....	
GROUP V.	
(a) National Senior Certificate (Technology) with workshop practice as one subject of success.....	After 2½ years.

(c) A fee of R6 shall be payable by an apprentice in respect of the second or any subsequent attempt at a qualifying trade test undertaken on a voluntary basis in terms of this clause.

nie beide in sy eie tyd en gedurende gewone werkeure minstens 90 persent van die moontlike getal klasse bygewoon het nie of, in die geval van 'n korrespondensiekursus, nie minstens 90 persent van die volle getal vraestelle gedurende daardie kalenderjaar of gedeelte daarvan, voltooi het nie, die bedrag wat ten opsigte van klas- of kursus- en eksamengelde voorgeskiet is, van die loon van die vakleerling afgetrek moet word in gelyke maandelikse paaielemente gedurende die daaropvolgende jaar of gedeelte van die daaropvolgende jaar;

- (ii) indien 'n vakleerling bewys lewer dat hy in 'n eksamen vak geslaag het, geen gelde ten opsigte van die eksamen vak van sy besoldiging afgetrek mag word nie.

5. AMBAGSTOETSE.

(a) 'n Vakleerling moet so kort moontlik voor die einde van sy tydperk van vakleerlingskap 'n kwalifiserende ambagstoets, wat deur die Departement van Arbeid en die Departement van Onderwys, Kuns en Wetenskap afge neem word, aflê in die praktyk van die ambag waarvoor hy ingeboek is.

(b) 'n Vakleerling wat die onderwyskwalifikasies wat in onderstaande lys gemeld word of gelykwaardige kwalifikasies verwerf het, mag 'n kwalifiserende ambagstoets vrywillig ondergaan in 'n stadium wat nie vroeër mag wees nie as dié in die lys hieronder gemeld. 'n Verdere vrywillige toets of toetse mag onderneem word op 'n datum of datums wat deur die Departement van Arbeid en die Departement van Onderwys, Kuns en Wetenskap bepaal word.

Opvoedkundige kwalifikasies behaal voor of gedurende vakleerlingskap.	Toets mag vrywillig afgelê word.
GROEP I.	
(a) St. IX- of gelykwaardige sertifikaat, met Wiskunde as een vak waarin daar geslaag is.....	Na 4½ jaar.
(b) Matrikulasie- of gelykwaardige sertifikaat sonder Wiskunde as een van die vakke waarin daar geslaag is.....	
(c) Nasionale Senior Sertifikaat (nie-tegnies) sonder Wiskunde as 'n vak waarin daar geslaag is..	
GROEP II.	
(a) Matrikulasie- of gelykwaardige sertifikaat, met Wiskunde as een van die vakke waarin daar geslaag is.....	Na 4 jaar.
(b) Nasionale Senior Sertifikaat (nie-tegnies) (Matrikulasievrystelling) met Wiskunde as een van die vakke waarin daar geslaag is.....	
(c) Ambagsteorie waarin daar op die peil van Nasionale Tegniese Sertifikaat, Deel II, geslaag is.....	
GROEP III.	
(a) Nasionale Ambagskoolsertifikaat.....	Na 3½ jaar.
(b) Nasionale Junior Sertifikaat (Tegnies), met Werkwinkelpraktyk as een van die vakke waarin daar geslaag is.....	
(c) Nasionale Tegniese Sertifikaat (Deel II).....	
(d) Nasionale Intermediêre Sertifikaat (Tegnologie) sonder Werkwinkelpraktyk as een van die vakke waarin daar geslaag is.....	
GROEP IV.	
(a) Nasionale Tegniese Sertifikaat (Deel III).....	Na 3 jaar.
(b) Nasionale Intermediêre Sertifikaat (Tegnologie) met Werkwinkelpraktyk as een van die vakke waarin daar geslaag is.....	
(c) Nasionale Senior Sertifikaat (Tegnologie) sonder Werkwinkelpraktyk as een van die vakke waarin daar geslaag is.....	
GROEP V.	
(a) Nasionale Senior Sertifikaat (Tegnologie), met Werkwinkelpraktyk as een van die vakke waarin daar geslaag is.....	Na 2½ jaar.

(c) 'n Bedrag van R6 is deur 'n vakleerling betaalbaar ten opsigte van die tweede of enige daaropvolgende poging om in 'n kwalifiserende ambagstoets te slaag wat op 'n vrywillige grondslag kragtens hierdie klousule onderneem word.

(d) An apprentice undergoing a qualifying trade test in terms of this clause shall in respect of the period spent in connection with one voluntary trade test and the compulsory trade test be paid his ordinary remuneration by his employer in respect of such period of absence from work.

(e) A period of absence from work for the purpose of undergoing a qualifying trade test in terms of sub-clauses (a) and (b) of this clause shall not be deemed to be lost time.

In terms of the provisions of sub-section (4) of section sixteen of the Apprenticeship Act, 1944, as amended, all interested persons who have any objections to the above proposals are called upon to lodge the objections, in writing, with the Secretary, Railway Apprenticeship Committee, P.O. Box 393, Pretoria, within 30 days of the date of publication hereof.

A. E. TROLLIP,
Minister of Labour.

DEPARTMENT OF JUSTICE.

No. R. 935.]

[26 June 1964.

PUBLICATION OF PARTICULARS IN TERMS OF SECTION TEN TER OF THE SUPPRESSION OF COMMUNISM ACT, 1950 (ACT No. 44 OF 1950), AS AMENDED.

The Minister of Justice has, by virtue of the powers vested in him by section ten ter of the Suppression of Communism Act, 1950 (Act No. 44 of 1950), as amended, approved the publication in the *Government Gazette* of the undermentioned particulars of a notice issued in terms of sub-section (1) of section nine of the said Act whereby the undermentioned person was prohibited from attending gatherings:—

Name. Naam.	Address mentioned in notice. Adres in kennisgewing vermeld.	Date on which notice was delivered. Datum waarop kennisgewing oorhandig is.	Date on which notice expires. Datum waarop kennisgewing verstryk.
Molefe, Selina.....	7619 Orlando West/-Wes, Johannesburg.....	4/5/64	31/3/69

(d) 'n Vakleerling wat 'n kwalifiserende ambagstoets ingevolge hierdie klousule ondergaan, moet ten opsigte van die tydperk wat bestee word in verband met een vrywillige ambagstoets en die verpligte ambagstoets, sy gewone besoldiging deur sy werkgever betaal word ten opsigte van sodanige tydperk van afwesigheid van werk.

(e) 'n Tydperk van afwesigheid van werk met die doel om 'n kwalifiserende ambagstoets ingevolge subklousule (a) en (b) van hierdie klousule te ondergaan, word nie geag verlore tyd te wees nie.

Kragtens die bepalings van subartikel (4) van artikel sestien van die Wet op Vakleerlinge, 1944, soos gewysig, word alle belanghebbende persone wat beswaar teen bogenoemde voorneme het, aangesê om dié besware binne 30 dae vanaf die datum van publikasie hiervan skriftelik in te dien by die Sekretaris, Komitee vir Spoorwegvakleerlinge, Posbus 393, Pretoria.

A. E. TROLLIP,
Minister van Arbeid.

DEPARTEMENT VAN JUSTISIE.

No. R. 935.]

[26 Junie 1964.

AFKONDIGING VAN BESONDERHEDE INGEVOLGE ARTIKEL TIEN TER VAN DIE WET OP DIE ONDERDRUKKING VAN KOMMUNISME, 1950 (WET No. 44 VAN 1950), SOOS GEWYSIG.

Die Minister van Justisie het kragtens die bevoegdheid hom verleen by artikel tien ter van die Wet op die Onderdrukking van Kommunisme, 1950 (Wet No 44 van 1950), soos gewysig, sy goedkeuring geheg aan die afkondiging in die *Staatskoerant* van onderstaande besonderhede van 'n kennisgewing wat ingevolge subartikel (1) van artikel nege van genoemde Wet uitgereik is en waarby ondergenoemde persoon verbied is om byeenkomste by te woon:—

TELEGRAPH TARIFFS

INLAND TELEGRAMS.—(South Africa and South West Africa):—

Ordinary:—

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

INTERTERRITORIAL TELEGRAMS:—

Ordinary to:—

Basutoland and Swaziland:—

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

BINNELANDSE TELEGRAMME.—(Suid-Afrika en Suidwes-Afrika):—

Gewone:—

Vir eerste 14 woorde of minder.....	20c
Vir elke bykomende woord.....	2c

INTERTERRITORIALE TELEGRAMME:—

Gewone na:—

Basoetoland en Swaziland:—

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

Noord-Rhodesië en Njassaland:—

Vir eerste 12 woorde of minder.....	48c
Vir elke bykomende woord.....	4c

Suid-Rhodesië en Betsjoeanaland:—

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

Mosambiek:—

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

CONTENTS.

No.	PAGE
PROCLAMATIONS.	
R. 134. Commencement of Sections 1, 3, 6, 7 and 8 of the Railways and Harbours Acts Amendment Act, 1964	1
R. 146. Date of Coming into Operation of Sub-section (1) of Section 2 of the Patents Amendment Act, 1963	1
Department of Finance.	
GOVERNMENT NOTICE.	
940. Exchange Control Regulations: Appointment of Authorised Dealer	2
Department of Transport.	
GOVERNMENT NOTICE.	
R. 934. Amendment to the Motor Carrier Transportation Regulations, 1964	2
Department of Posts and Telegraphs.	
GOVERNMENT NOTICES.	
R. 922. Amendment of the Telephone Regulations	2
R. 939. Tariff List for the International Telex Service: Amendments	3
Department of Health.	
GOVERNMENT NOTICE.	
R. 923. Rules Regarding Registration of Additional Qualifications	3
Department of Labour.	
GOVERNMENT NOTICES.	
R. 924. Factories, Machinery and Building Work Act, 1941: Withdrawal of Exemption—Baking and Confectionery Industry ...	3
R. 925. Apprenticeship Committee for Sugar Manufacturing and Refining Industry: Amendment and Prescription of Conditions of Apprenticeship	4
R. 926. Suspension of Payment of Cost of Living Allowances Payable Under War Measure No. 43 of 1942, as Amended	4
R. 927. Witwatersrand Food (Butchery) Apprenticeship Committee	4
R. 928. Suspension of Payment of Cost of Living Allowances Payable Under War Measure No. 43 of 1942, as Amended	5
R. 929. National Apprenticeship Committee for the Metal Industry: Amendment and Prescription of Conditions of Apprenticeship	5
R. 930. Suspension of Payment of Cost of Living Allowances Payable Under War Measure No. 43 of 1942, as Amended: Apprentices in the Metal Industry ...	5
R. 931. Apprenticeship Committee for the Explosives and Allied Industries: Amendment and Prescription of Conditions of Apprenticeship	6
R. 932. Suspension of Payment of Cost of Living Allowances Payable Under War Measure No. 43 of 1942, as Amended	6
R. 933. Railway Apprenticeship Committee: Proposed Amendment and Prescription of Conditions of Apprenticeship	6
Department of Justice.	
GOVERNMENT NOTICE.	
R. 935. Publication of Particulars in Terms of Section 10 <i>ter</i> of the Suppression of Communism Act, 1950	10

INHOUD.

No.	BLADSY
PROKLAMASIES.	
R. 134. Inwerkingtreding van Artikels 1, 3, 6, 7, en 8 van die Wysigingswet op Spoorweg- en Hawewette	1
R. 146. Datum van Inwerkingtreding van Sub-artikel (1) van Artikel 2 van die Wysigingswet op Patente, 1963	1
Departement van Finansies.	
GOEWERMENSKENNISGEWING.	
940. Deviesebeheerregulasies: Aanstelling van Gemagtigde Handelaar	2
Departement van Vervoer.	
GOEWERMENSKENNISGEWING.	
R. 934. Wysiging van die Motortransportregulasies, 1964	2
Departement van Pos-en-telegraafwese.	
GOEWERMENSKENNISGEWINGS.	
R. 922. Wysiging van die Telefoonregulasies ...	2
R. 939. Tarieflys vir Internasionale Teleksdiens: Wysigings	3
Departement van Gesondheid.	
GOEWERMENSKENNISGEWING.	
R. 923. Reëls Betreffende die Registrasie van Addisionele Kwalifikasies	3
Departement van Arbeid.	
GOEWERMENSKENNISGEWINGS.	
R. 924. Wet op Fabriek, Masjinerie en Bouwerk, 1941: Intrekking van Vrstelling—Bak-en Banketnywerheid	3
R. 925. Komitee vir Vakleerlinge in die Suikervervaardigings- en Raffineernywerheid: Wysiging en Voorskrywing van Leervoordes	4
R. 926. Opskorting van Betaling van Lewenskoste-toelaes Betaalbaar Ingevolge Oorlogsmaatreël No. 43 van 1942, soos Gewysig	4
R. 927. Witwatersrandse Vakleerlingskapkomitee vir die Voedsel- (Slagtery-) Nywerheid	4
R. 928. Opskorting van Betaling van Lewenskoste-toelaes Betaalbaar Ingevolge Oorlogsmaatreël No. 43 van 1942, soos Gewysig	5
R. 929. Nasionale Vakleerlingskapkomitee vir die Metaalnywerheid: Wysiging en Voorskrywing van Leervoordes	5
R. 930. Opskorting van Betaling van Lewenskoste-toelaes Betaalbaar Ingevolge Oorlogsmaatreël No. 43 van 1942, soos Gewysig	5
R. 931. Komitee vir Vakleerlinge in die Springstof en Verwante Nywerhede: Wysiging en Voorskrywing van Leervoordes	6
R. 932. Opskorting van Betaling van Lewenskoste-toelaes Betaalbaar Ingevolge Oorlogsmaatreël No. 43 van 1942, soos Gewysig	6
R. 933. Komitee vir Spoorwegvakleerlinge: Voorgenome Wysiging en Voorskrywing van Leervoordes	6
Departement van Justisie.	
GOEWERMENSKENNISGEWING.	
R. 935. Afkondiging van Besonderhede Ingevolge Artikel 10 <i>ter</i> van die Wet op die Onderdrukking van Kommunisme, 1950	10

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