

UITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

THE UNION OF SOUTH AFRICA

Government Gazette

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Alle Proklamasies, Goewermments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMMENTSKENNISGEWINGS.

Onderstaande Goewermmentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 50.]

[5 Januarie 1951.]

NYWERHEID-VERSOENINGSWET, 1937.

MEUBELNYWERHEID.—UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-Versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Meubelnywerheid, vanaf die 8ste dag van Januarie 1951, en vir die tydperk wat eindig op die 2de dag van Julie 1951, bindend is op die werkgewers organisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 22, 25 tot en met 29 en 31 tot en met 38 van Deel I en al die bepalings vervat in Deel II van genoemde Ooreenkoms vanaf die 8ste dag van Januarie 1951, en vir die tydperk wat eindig op die 2de dag van Julie 1951, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 20, 22, 25 tot en met 29 en 31 tot en met 38 van Deel I en al die bepalings vervat in Deel II van genoemde Ooreenkoms vanaf die 8ste dag van Januarie 1951, en vir die tydperk wat eindig op die 2de dag van Julie 1951, in die Unie van Suid-Afrika, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer” vervat in artikel *een* van die genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 50.]

[5 January 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.

FURNITURE INDUSTRY.—UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, 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 8th day of January, 1951, and for the period ending the 2nd day of July, 1951, upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 22 (inclusive), 25 to 29 (inclusive) and 31 to 38 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall be binding from the 8th day of January, 1951, and for the period ending the 2nd day of July, 1951, upon the other employers and employees engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the 8th day of January, 1951, and for the period ending the 2nd day of July, 1951, the provisions contained in clauses 3 to 20 (inclusive), 22, 25 to 29 (inclusive) and 31 to 38 (inclusive) of Part I and all the provisions contained in Part II of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE MEUBEL-
NYWERHEID VAN DIE UNIE VAN SUID-AFRIKA.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur die

„Transvaal Furniture and Upholstery Manufacturers' Association”,
„Natal Furniture Manufacturers' Association”,
„East London, Border and Districts Furniture Manufacturers' Association”,
„Midland Furniture Manufacturers' Association”,
„South Western Furniture Manufacturers' Association”,
„Cape Furniture Manufacturers' Association”,
„Orange Free State Furniture and Upholstery Manufacturers' Association”,
„Bedding Manufacturers' Association of the Transvaal”,

(hierna genoem die „werkgewers” of die „werkgewers-organisaties”), aan die een kant; en die

„Furniture Workers' Industrial Union (Transvaal)”,
„Cape Furniture Workers' Union”,
„Furniture Workers' Industrial Union (Natal)”,
„East London, Border and District Furniture Workers' Union”,
„Orange Free State Furniture Workers' Industrial Union”,
„Port Elizabeth and Districts Furniture Workers' Union”,
„Furniture Workers' Industrial Union”,
„Knysna and George Woodworkers' Industrial Union”,

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

wat die partye is by die Nasionale Nywerheidsraad vir die Meubelnywerheid van die Unie van Suid-Afrika.

DEEL I.

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID IN
DIE GEBIEDE DEUR DIE OOREENKOMS GEDEK,
TENSY DIE TEENOORGESTELDE VERMELD WORD.

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur lede van die werkgewersorganisaties en die vakverenigings in die meubelnywerheid in die Unie van Suid-Afrika nagekom word.

2. TERMYN VAN TOEPASSING.

Hierdie Ooreenkoms tree in werking op 'n datum vasgestel deur die Minister van Arbeid ingevolge subartikel (1) van artikel agt-en-veertig van die Wet en bly van krag tot 2 Julie 1951.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word, en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; by alle verwysings na 'n wet is ook alle wysigings van daardie wet ingebreke; en behalwe waar die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in en omgekeerd.

(a) Tensy dit met die inhoud in stryd is, is onderstaande woordbepalings van toepassing op dele I en II van hierdie Ooreenkoms:—

„Wet”, die Nywerheidversoeningswet, 1937;

„vakleerling”, 'n werknemer in diens onder 'n skriftelike vakleerlingskapkontrak wat ingevolge die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees;

„Raad”, die Nasionale Nywerheidsraad vir die Meubelnywerheid van die Unie van Suid-Afrika, wat ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, soos gewysig, geregistreer is en geag word geregistreer te wees ingevolge artikel negentien van die Wet;

„gebied A”, die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Witbank, Oos-Londen, Kingwilliamstown, Queenstown, Uitenhage, Port Elizabeth, die Kaap, Wynberg, Bellville, Simonstad, Kimberley, en die magistraatsgebiede Bloemfontein en Bethlehem; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Durban, en die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pietermaritzburg, die plase:—

	Nuwe No.	Ou No.
Houtkop.....	2	33
Witstinkhoutboom.....	3	107
Eigendom.....	4	12
Groenplaats.....	5	125
Eucalyptus.....	6	140
Avalon.....	7	9
Rietfontein.....	8	5
Rietvlei.....	9	113
Uitvalfontein.....	10	2
Randfontein.....	11	3
Elandsvlei.....	12	23
Brandvlei.....	13	21

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY OF THE UNION OF
SOUTH AFRICA.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Transvaal Furniture and Upholstery Manufacturers' Association;
Natal Furniture Manufacturers' Association;
East London, Border and Districts Furniture Manufacturers' Association;
Midland Furniture Manufacturers' Association;
South-Western Furniture Manufacturers' Association;
Cape Furniture Manufacturers' Association;
Orange Free State Furniture and Upholstery Manufacturers' Association;
Bedding Manufacturers' Association of the Transvaal;

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

Furniture Workers' Industrial Union (Transvaal);
Cape Furniture Workers' Union;
Furniture Workers' Industrial Union (Natal);
East London, Border and District Furniture Workers' Union;
Orange Free State Furniture Workers' Industrial Union;
Port Elizabeth and Districts Furniture Workers' Union;
Furniture Workers' Industrial Union;
Knysna and George Woodworkers' Industrial Union;

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

being the parties to the National Industrial Council for the Furniture Manufacturing Industry of the Union of South Africa.

PART I.

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGH-
OUT THE AREAS COVERED BY THE AGREEMENT
UNLESS THE CONTRARY IS STATED.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of the employers' organisations and trade unions engaged in the Furniture Industry within the Union of South Africa.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall continue in force until the 2nd July, 1951.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females and vice versa.

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

“Act” means the Industrial Conciliation Act, 1937, as amended;

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

“Council” means the National Industrial Council for the Furniture Manufacturing Industry of the Union of South Africa, registered in terms of section two of the Industrial Conciliation Act, 1924, as amended, and deemed to be registered in terms of section nineteen of the Act;

“Area A” means the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Witbank, East London, Kingwilliamstown, Queenstown, Uitenhage, Port Elizabeth, The Cape, Wynberg, Bellville, Simonstown, Kimberley and the Magisterial areas of Bloemfontein and Bethlehem; the area with a 20 mile radius of the General Post Office, Durban, and the area within a 20 mile radius of the General Post Office, Pietermaritzburg; the farms—

	New No.	Old No.
Houtkop.....	2	33
Witstinkhoutboom.....	3	107
Eigendom.....	4	12
Groenplaats.....	5	125
Eucalyptus.....	6	140
Avalon.....	7	9
Rietfontein.....	8	5
Rietvlei.....	9	113
Uitvalfontein.....	10	2
Randfontein.....	11	3
Elandsvlei.....	12	23
Brandvlei.....	13	21

	Nuwe No.	On No.
Vogelstruisfontein.....	14	36
Uitvalgrond.....	15	34
Doornfontein.....	16	129
Holfontein.....	17	137
Wildfontein.....	22	37
De Pan.....	23	38
Doornfontein.....	24	39
Witfontein.....	25	29
Wheatlands.....	26	58
Hartebeestfontein.....	27	22
Middelvlei.....	28	6
Droogeheuvel.....	29	7
Luipaartsvlei.....	30	10
Gemsbokfontein.....	31	1
Gemspost.....	32	134
Venterspost.....	33	27
Rietfontein.....	34	25
Rykdom.....	35	52
Elandsfontein.....	36	131
Blaauwbank.....	40	41
Uitval.....	41	21
Witkleigat.....	42	28
Smalbank.....	43	14
Panvlakte.....	44	4
Waterpan.....	45	17

in die magistraatsdistrik Randfontein;

„gebied B”, die provinsies Transvaal en Oranje-Vrystaat, maar met uitsondering van die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Witbank, Pretoria, Bloemfontein en Bethlehem, en die plase:—

	Nuwe No.	On No.
Houtkop.....	2	33
Witstinkhoutboom.....	3	107
Eigendom.....	4	12
Groenplaats.....	5	125
Eucalyptus.....	6	140
Avalon.....	7	9
Rietfontein.....	8	5
Rietvlei.....	9	113
Uitvalfontein.....	10	2
Randfontein.....	11	3
Elandsvlei.....	12	23
Brandvlei.....	13	21
Vogelstruisfontein.....	14	36
Uitvalgrond.....	15	34
Doornfontein.....	16	129
Holfontein.....	17	137
Wildfontein.....	22	37
De Pan.....	23	38
Doornfontein.....	24	39
Witfontein.....	25	29
Wheatlands.....	26	58
Hartebeestfontein.....	27	22
Middelvlei.....	28	6
Droogeheuvel.....	29	7
Luipaartsvlei.....	30	10
Gemsbokfontein.....	31	1
Gemspost.....	32	134
Venterspost.....	33	27
Rietfontein.....	34	25
Rykdom.....	35	52
Elandsfontein.....	36	131
Blaauwbank.....	40	41
Uitval.....	41	21
Witkleigat.....	42	28
Smalbank.....	43	14
Panvlakte.....	44	4
Waterpan.....	45	17

in die magistraatsdistrik Randfontein;

„gebied C”, die provinsies Kaap en Natal, maar met uitsondering van die magistraatsdistrikte Oos-Londen, Kingwilliamstown, Queenstown, Uitenhage, Port Elizabeth, die Kaap, Wynberg, Bellville, Simonstad en Kimberley, en die gebied binne ’n straal van 20 myl vanaf die Hoofposkantoor, Durban, en die gebied binne ’n straal van 20 myl vanaf die Hoofposkantoor, Pietermaritzburg;

„distrikskomitee”, ’n plaaslike komitee gestig ooreenkomstig die konstitusie van die Raad in ’n besondere gebied en waar sodanige komitee nie gestig is nie, die uitvoerende komitee van die Raad wat aangestel is ingevolge artikel 9 van sy konstitusie;

„diens”, die totale duur van alle tydperke van ’n werknemer se diens in die meubelnywerheid;

„inrigting”, alle plekke waar die meubelnywerheid beoefen word en sluit alle plekke in waar ’n persoon werkzaam is in almal of enigen van die soorte werk bepaal in deel II van hierdie Ooreenkoms;

	New No.	Old No.
Vogelstruisfontein.....	14	36
Uitvalgrond.....	15	34
Doornfontein.....	16	129
Holfontein.....	17	137
Wildfontein.....	22	37
De Pan.....	23	38
Doornfontein.....	24	39
Witfontein.....	25	29
Wheatlands.....	26	58
Hartebeestfontein.....	27	22
Middelvlei.....	28	6
Droogeheuvel.....	29	7
Luipaartsvlei.....	30	10
Gemsbokfontein.....	31	1
Gemspost.....	32	134
Venterspost.....	33	27
Rietfontein.....	34	25
Rykdom.....	35	52
Elandsfontein.....	36	131
Blaauwbank.....	40	41
Uitval.....	41	21
Witkleigat.....	42	28
Smalbank.....	43	14
Panvlakte.....	44	4
Waterpan.....	45	17

in the Magisterial District of Randfontein;

“Area B” means the Provinces of the Transvaal and the Orange Free State, but excluding the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Witbank, Pretoria, Bloemfontein and Bethlehem and the farms—

	New No.	Old No.
Houtkop.....	2	33
Witstinkhoutboom.....	3	107
Eigendom.....	4	12
Groenplaats.....	5	125
Eucalyptus.....	6	140
Avalon.....	7	9
Rietfontein.....	8	5
Rietvlei.....	9	113
Uitvalfontein.....	10	2
Randfontein.....	11	3
Elandsvlei.....	12	23
Brandvlei.....	13	21
Vogelstruisfontein.....	14	36
Uitvalgrond.....	15	34
Doornfontein.....	16	129
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De Pan.....	23	38
Doornfontein.....	24	39
Witfontein.....	25	29
Wheatlands.....	26	58
Hartebeestfontein.....	27	22
Middelvlei.....	28	6
Droogeheuvel.....	29	7
Luipaartsvlei.....	30	10
Gemsbokfontein.....	31	1
Gemspost.....	32	134
Venterspost.....	33	27
Rietfontein.....	34	25
Rykdom.....	35	52
Elandsfontein.....	36	131
Blaauwbank.....	40	41
Uitval.....	41	21
Witkleigat.....	42	28
Smalbank.....	43	14
Panvlakte.....	44	4
Waterpan.....	45	17

in the Magisterial District of Randfontein;

“Area C” means the Cape Province and Natal, but excluding the Magisterial Districts of East London, Kingwilliamstown, Queenstown, Uitenhage, Port Elizabeth, the Cape, Wynberg, Bellville, Simonstown and Kimberley; and the area within a 20 mile radius of the General Post Office, Durban, and the area within a 20 mile radius of the General Post Office, Pietermaritzburg;

“district committee” means a local committee established in accordance with the constitution of the Council in a particular area and where no such committee has been established means the Executive Committee of the Council appointed in terms of section 9 of the constitution;

“employment” means the total length of all periods of an employee’s service in the Furniture Industry;

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

„Meubelnywerheid” of „Nywerheid”, sonder dat die gewone betekenis van die uitdrukking in enige opsig daardeur beperk word, die vervaardiging deels of geheel van alle soorte meubels afgesien van die materiaal wat gebruik word en sluit onder andere onderstaande werksaamhede in:—

Herstel, stoffeer, herstoffeer, beits, sproei of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsnijwerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, sproei en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroes of teaters en kabinette vir musiekinstrumente en radio- of draadloostoestelle en sluit in die vervaardiging of prosesse vir die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, oortreksels, kussings, peule en stoelkussings en sluit in die bedrywighede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsnijwerk in verband met die vervaardiging van meubels gedoen word; en sluit verder in die herstel, 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 vir verkoop, deels of geheel, gedoen word en die fineer van deure gemaak van reeplaag-blokbord of laag hout wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar met uitsondering van die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels insluitende die vervaardiging van metaalkatels;

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

„stukwerk”, alle stelsels waarby betaling gebaseer is op hoeveelheid of opbrings van verrigte werk;

„werkende eienaar”, of „werkende vennoot”, ’n persoon wat in sy eie inrigting persoonlik enige van die werksaamhede bepaal in deel II van hierdie Ooreenkoms, verrig;

„korttyd”, ’n vermindering in die getal gewone werkure in ’n inrigting weens ’n vermindering van die werk, te kort aan grondstowwe of ’n algemene defek aan installasie of masjinerie weens ongeval of ander onvoorsiene geval van nood;

(b) Tensy dit met die inhoud in stryd is, is onderstaande woordbepalings van toepassing op deel II van hierdie Ooreenkoms—

„leerling”, ’n werknemer, uitgesonderd ’n vakleerling, arbeider, leerling-verpakker of proefleerling, wat by sy indiensneming ’n minderjarige is of was en wat as leerling werksaam is in enige klas werk bepaal in deel II van hierdie Ooreenkoms;

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

„leerling-verpakker”, ’n verpakker met minder as twee jaar ervaring van die verpak van meubels in die meubelnywerheid en wat onder toesig van ’n verpakker werk;

„masjien-instandhouwerktuigkundige”, ’n werknemer wat uitsluitlik in diens geneem word om gebreke in masjinerie of meganiese voertuie, wat in of in verband met ’n inrigting gebruik word, na te sien of om dit op te knap of te herstel, of wat oor al hierdie werksaamhede of enigen daarvan toesig hou;

„proefleerling”, ’n werknemer wat onder een-en-twintig jaar oud is en werksaam in ’n bedryf ingevolge die Wet op Vakleerlinge, 1944, aangewys, maar sluit nie ’n vakleerling of arbeider in nie;

„jeugdige”, ’n werknemer onder 21 jaar oud, maar sluit nie vakleerlinge en arbeiders in nie

4. STUKWERK.

Geen werknemer mag van ’n persoon vereis of dit toelaat dat hy stukwerk verrig of volgens enige ander stelsel waar verdienste op die hoeveelheid verrigte werk gebaseer word, werk nie.

5. BUITEWERK.

(1) Geen werkgewer mag van enigenen van sy werknemers eis, of toelaat dat hy in verband met die meubelnywerheid elders as in sy inrigting werk nie, behalwe as sodanige werk die voltooiing is van ’n bestelling wat by sodanige werkgewer geplaas is, en bestaan uit paswerk, inmeekaarsit, herstel of poleer van meubels in persele wat behoort aan of geokkupeer word deur die persone vir wie die werk gedoen word.

(2) Geen werknemer in die meubelnywerheid in diens mag, terwyl hy by ’n werkgewer in sodanige nywerheid in diens is, vir verkoop op eie rekening of op rekening van enige ander persoon of enige firma of dit vergoeding of besoldiging is of nie, bestellings in verband met die vervaardiging van meubels verk of neem, of werk in verband met die meubelnywerheid onderneem nie.

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

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

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

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

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

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

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

“Learner” means an employee, other than an apprentice, labourer, learner-packer, or probationer, who at the time of his engagement is or was a minor and who is employed in learning any class of work specified in Part II of this Agreement;

“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 who is employed exclusively in learning the upholstery processes in the manufacture of studio couches;

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

“machine maintenance mechanic” means an employee who is solely employed in tracing faults in, overhauling, or repairing machinery or mechanically propelled vehicles used in or in connection with an establishment or in supervising all or any of these operations;

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

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

4. PIECE-WORK.

No employer shall require or allow any person to work piece-work or any other system by which earnings are based on quantity of work done.

5. OUTWORK.

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

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

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

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

6. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen werkgewer van 'n werknemer behalwe een wat uitsluitlik werksaam is as handelsreisiger, opsigter of wag, of by die aflewering van goedere of boodskappe, vereis of dit toelaat dat hy onderstaande doen nie—

- (a) om in enige week meer as 44 uur, etenstye uitgesluit, te werk nie; of
- (b) om op enige afsonderlike dag meer as 8 uur te werk nie; met dien verstande dat in alle fabriek waar—
 - (i) die gewone werkure op een dag per week hoogstens vyf is van 'n werknemer vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens 'n halfuur op elk van die ander dae van die week te werk; of
 - (ii) die werknemers nie gewoonlik meer as vyf dae per week werk nie, van 'n werknemer op enige werkdag vereis of dit toegelaat kan word dat hy 'n bykomende tydperk van hoogstens een en 'n kwart uur werk; of
- (c) om 'n aaneenlopende tydperk van meer as vyf uur te werk sonder 'n ononderbroke tussenpoos van minstens een uur; met dien verstande dat vir die toepassing van hierdie paragraaf werktidperke onderbreek deur 'n tussenpoos van minder as een uur as aaneenlopend beskou word;
- (d) om ingeval die werknemer 'n vrou is, te werk—
 - (i) tussen sesuur nm. en sesuur vm.; of
 - (ii) na eenuur nm. op meer as vyf dae in enige week.

(2) Ondanks die bepalings van paragrafe (a) en (b) van subartikel (1) van hierdie artikel en behalwe soos bepaal in artikel 9 van deel I van hierdie Ooreenkoms kan 'n werkgewer van 'n werknemer vereis of toelaat dat hy oortyd werk vir 'n totale tydperk wat in enige afsonderlike week onderstaande nie te bowe gaan nie—

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

met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of mag toelaat dat sy oortyd werk nie—

- (a) vir meer as twee uur op enige dag;
- (b) op meer as drie opeenvolgende dae;
- (c) op meer as sestig dae in enige jaar;
- (d) na voltooiing van haar gewone werkure vir meer as een uur op enige dag tensy hy—
 - (i) sodanige werknemer voor middag daarvan in kennis gestel het; of
 - (ii) aan sodanige werknemer voor sy met oortyd moet begin, 'n toereikende ete verskaf het; of
 - (iii) aan sodanige werknemer betyds 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortyd moet begin.

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

- (a) gedurende enige hele tussenpoos in sy werk as hy nie vry is om die perseel van sy werkgewer vir die hele van sodanige tussenpoos te verlaat nie; of
- (b) gedurende enige ander tydperk wat hy binne die perseel van sy werkgewer is;

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

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

7. HANDELSAPTE.

(1) As dit in 'n fabriek as gevolg van handelsapte gevind word dat dit onmoontlik is om voltyds te werk, moet korttydure gewerk word deur die beskikbare werk onder die werknemers wat geraak word, vir sover prakties doenlik in enige afdeling te

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

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

6. HOURS OF WORK.

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

- (a) to work for more than 44 hours, excluding meal times, in any one week; or
 - (b) to work for more than 8 hours, excluding meal times, on any one day;
- Provided that in any factory in which—
- (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purpose of this paragraph period of work interrupted by an interval of less than one hour shall be deemed to be continuous;
 - (d) who is a female to work—
 - (i) between six o'clock p.m. and six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in any week.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) of this section and save as is provided in Section 9, Part I, of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

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

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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-section shall not apply in respect of such employee with reference to that portion of such period.

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

7. SLACKNESS OF TRADE.

(1) If owing to slackness of trade in any factory, it is found impossible to work full time, short-time shall be worked by distributing the work available amongst the employees effected as far as practicable in any section and should it be found

erdeel, en as dit nodig gevind word om werknemers te ontslaan ir wie lone in artikel 1 (a) (i) van deel II van hierdie Ooreenoms voorgeskryf is, moet dié werknemers wat die laagste lone ontvang, eerste ontslaan word; met dien verstande dat geen werknemer as gevolg van handelslapte ontslaan mag word totdat e werkure op korttydwerk onder 35 per week oor 'n aaneenpende tydperk van vier weke daal nie.

Vir die toepassing van hierdie klousule word ondergenoemde afdelings "erken": Met die hand of masjien poleer, meubel-tasjienbewerking, meubelmakery, stofeer, fineer, rame maak, eddegoed maak.

(2) Elke werknemer wat hom op enige dag by die gewone egintyd van die inrigting vir diens aanmeld, en vir wie geen werk beskikbaar is nie, moet minstens vier uur se loon ten psigte van dié dag betaal word, tensy hy voorheen deur sy werknemer in kennis gestel is dat sy dienste nie op die betrokke ag nodig sou wees nie.

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

8. BETALING VAN LONE EN OORTYDLONE.

(1) Lone en oortydlone moet weekliks tussen 4.30 nm. en 4.45 nm. op die betaaldag of by diensbeëindiging indien dit oor die gewone betaaldag val, in kontant betaal word. Die etaaldag van elke inrigting is Vrydag elke week, behalwe vanneer Vrydag 'n dag is waarop nie gewerk word nie, wanneer lie betaaldag die laaste werkdag voor Vrydag is.

(2) Geld verskuldig aan werknemers ingevolge dié Ooreenoms moet aan werknemers oorhandig word in toegeplakte toevorte waarop die naam van die werkgewer, die datum van etaling, die naam of nommer van die werknemer en die bedrag laarin en hoe die bedrag bereken is, verskyn.

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

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

- (a) Indien 'n werknemer van die werk afwesig is, 'n *pro rata* bedrag vir die duur van sodanige afwesigheid;
- (b) met skriftelike toestemming van die werknemer, bedrae vir siekte-, versekering-, vakverenigingledegelde, pensioen- of ander soortgelyke fondse;
- (c) bydraes ingevolge artikel 16 van deel I van hierdie Ooreenkoms;
- (d) enige bedrag wat deur 'n werkgewer volgens voorskrif van enige wet, ordonansie of regsgeeding ten behoewe van 'n werknemer betaal moet word.

9. OORTYD.

(1) Alle tyd gewerk bo die weeklikse of daelikse ure bepaal in artikel 6 (1) van hierdie deel van die Ooreenkoms of uite die gewone werkure soos bepaal in die kennisgewing wat ingevolge artikel 6 (4) van hierdie deel van die Ooreenkoms vertoon moet word, moet as oortyd beskou word en moet, onderworpe aan die bepaling van subartikel (2) soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:—

- (a) Vir enige tyd na die gewone ophoutyd en tot 10 nm. op enige dag vanaf Maandag tot Vrydag of tot 6 nm. op Saterdag, gewerk teen die skaal van anderhalfmaal die uurloon van die betrokke werknemer;
- (b) vir enige tyd tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag of na 6 nm. op Saterdag of enige tyd op Sondag gewerk, teen tweemaal die uurloon van die betrokke werknemer; met dien verstande dat vir werk op Sondag verrig, die werknemer minstens tweemaal 'n volle dag se loon betaal moet word. Vir tyd gewerk op Goeie Vrydag, Paasmaandag, Dinsgaansdag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van elkeen van dié dae, teen dubbel die uurloon van die betrokke werknemer;
- (c) vir alle ure gewerk bo en behalwe die daelikse ure bepaal in artikel 6 (1) van hierdie deel van die Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (a) en (b) van hierdie klousule betaalbaar is nie, teen anderhalfmaal die uurloon;
- (d) vir alle ure bo en benewens 44 per week, teen anderhalfmaal die uurloon.

(2) Indien oortyd wat op 'n daelikse basis bereken is, verskil van oortyd wat op 'n weeklikse basis bereken is, moet die basis wat vir die betrokke werknemer die gunstigste is, aangeneem word.

(3) Ondanks dié bepaling van subartikel (1) van hierdie artikel, mag geen oortyd gewerk word nie, tensy die betrokke werkgewer eers vooraf die skriftelike toestemming van die Raad verkry het.

In dringende gevalle mag die Sekretaris van die Raad of die betrokke distrikskomitee, onderworpe aan die Raad se goedkeuring, hierdie toestemming verleen.

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

'n Werknemer wat in een van die klasse genoem in deel II van die Ooreenkoms ingesluit is en wat op die aanvangsdatum van hierdie Ooreenkoms 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet solank hy in diens van dieselfde werkgewer bly en dieselfde klas werk verrig 'n loon wat minstens

necessary to dismiss any employees for whom wages are prescribed in section 1 (a) (i) of Part II of this Agreement, the employees to be dismissed first shall be those earning the lowest wages, provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short time fall below 35 per week over a continuous period of four weeks.

For the purpose of this clause, the following "Sections" will be recognised: polishing by hand or machine, furniture machining, furniture making, upholstery, veneering, frame-making, bedding making.

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

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

8. PAYMENT OF WAGES AND OVERTIME.

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

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

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

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

- (a) Where an employee is absent from work, a *pro rata* amount for the period of such absence.
- (b) With the written consent of the employee, deductions for sick, insurance, trade union subscription, pension or other similar funds.
- (c) Contributions in terms of section 16 of Part I of this Agreement.
- (d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

9. OVERTIME.

(1) All time worked in excess of the weekly or daily hours laid down in section 6 (1) of this Part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of section 6 (4) of this part of the Agreement shall be regarded as overtime and shall, subject to the provisions of sub-section (2) be paid as follows for each hour or part of an hour so worked:—

- (a) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a half times the hourly rate of the employee concerned.
- (b) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, or any time worked on Sundays at double the hourly rate of the employee concerned: Provided that for work performed on Sundays the employees shall be paid at least twice a full day's remuneration. For any time worked on Good Friday, Easter Monday, Dinsgaans Day, Christmas Day and New Year's Day, in addition to the days pay due in respect of each of these days, at double the hourly rate of the employee concerned.
- (c) For all hours worked in excess of the daily hours laid down in section 6 (1) of this part of the Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause at one and a half times the hourly rate.
- (d) For all hours in excess of 44 per week at one and a half times the hourly rate.

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

(3) Notwithstanding the provisions of sub-section (1) of this section, no overtime may be worked unless the employer concerned has obtained the prior permission of the Council in writing.

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

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who is included in one of the classes mentioned in Part II of this Agreement and who at the date of the commencement of this Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same

gelyk is aan die loon wat hy op sodanige datum ontvang, betaal word op voorwaarde dat die Raad 'n vermindering van sodanige hoër loon tot die loon in hierdie Ooreenkoms vir 'n werknemer van sy klas bepaal, kan magtig.

11. LEWENSKOSTETOELAE.

(a) Vir die toepassing van hierdie artikel beteken „kleinhandelprysindeksyfer” die verswaarde, gemiddelde indeks betreffende voedsel, brandstof, ligte, huishuur en diverse vir die nege vernameste stadsgebiede soos bekendgemaak in die *Maandbulletin van Statistiek*.

(b) As die kleinhandelprys-indeksyfer bo 1,000 punte styg, d.w.s., die basis vir 1938, moet daar aan elke werknemer wat deur hierdie deel van die Ooreenkoms gedek word benewens die loon waartoe sodanige werknemer geregtig is en tesame met sodanige loon as dit betaalbaar is, 'n toelae betaal word onderworpe aan en in ooreenstemming met die bepalings vervat in hierdie artikel.

(c) Vir elke verhoging van 10 punte en deel van 10 maar van minstens 6 punte bo 1,000 punte in die kleinhandelprys-indeksyfer, is die toelae 1 persent van die voorgeskrewe uurloon betaalbaar aan die werknemer. Die toelae vir 'n gewone werkdag moet aan 'n werknemer betaal word, afgesien van die getal ure deur hom op daardie dag gewerk, as hy op korttyd geplaas word. Waar 'n werknemer glad nie op enige dag werk nie, moet geen toelae ten opsigte van daardie dag betaal word nie.

Indien dit vereis word dat 'n werknemer oortyd werk, moet hy bo en behalwe die oortydloon, voorgeskryf in artikel 9, die lewenskostetoelae bereken volgens die voorgeskrewe uurloon vir die tyd wat gewerk is, ontvang.

Vir die toepassing van hierdie artikel beteken „voorgeskrewe uurloon” die „voorgeskrewe weekloon” gedeel deur 44.

(d) Indien na verhoging van die kleinhandelprysindeksyfer daar 'n afname is, dan moet die betaalbare toelae in ooreenstemming met die bepalings van paragraaf (c) hiervan gewysig word tot die kleinhandelprysindeksyfer 1,000 punte bereik.

(e) Die toelae betaalbaar ingevolge hierdie artikel moet weekliks betaal word en alle wysigings nodig ingevolge hierdie artikel moet aangebring word met ingang van die eerste betaaldag wat volg op die ontvangs van die kennisgewing deur die Raad of sy distrikskomitees uitgereik. Hierdie kennisgewing moet binne 24 uur na ontvangs deur die Raad of sy distrikskomitees van die *Maandbulletin van Statistiek*, wat die verandering van die kleinhandelprysindeksyfer aantoon, deur die Raad of sy distrikskomitees gegee word.

12. VAKANSIE.

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

- (i) Goeie-Vrydag en Paasmaandag is betaalde vakansiedae. Elke werknemer moet vir elkeen van hierdie vakansiedae, ondanks die feit dat hulle op 'n Saterdag mag val, betaling ontvang teen die skaal van 8½ maal sy uurloon afgesien van die feit of die fabriek waar hy in diens is, 'n vyf- of sesdaagse week werk.
- (ii) Alle werknemers is op Meidag tot verlof sonder betaling geregtig.
- (iii) (a) Elke werkgewer moet ten opsigte van elke week 'n bedrag gelyk aan 6% (ses persent) van die werklike loon wat gedurende daardie week deur elkeen van sy werknemers verdien is aan 'n sentrale fonds in elke distrikt inbetaal; met dien verstande dat as 'n werknemer op korttydwerk geplaas word of van die werk af wegbly weens siekte en op versoek van die werkgewer in staat is om 'n doktersertifikaat te toon, die werkgewer 6% (ses persent) van die voorgeskrewe loon wat die werknemer sou verdien het as hy voltyds in diens gebly het, moet betaal; met dien verstande dat die bydrae van 6% (ses persent) ten opsigte van siekte nie vir enige tydperk van meer as 30 dae in enige afsonderlike jaar hoef betaal te word nie. As sodanige betaling gedoen word, moet die werkgewer 'n staat verstrek in die vorm van Aanhangsel A van hierdie deel van hierdie Ooreenkoms waarin uiteengesit is ten opsigte van elke week die naam van elke werknemer en die loonbedrag wat aan hom betaal is en die bedrag van die bydrae betaalbaar aan die sentrale fonds ten opsigte van elke werknemer.

(b) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet voor of op Maandag van die daaropvolgende week betaal word aan die sekretaris van die betrokke distrikskomitee of waar daar geen distrikskomitee is nie aan die Sekretaris van die Raad.

(c) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet deur die werkgewer betaal word benewens enige lone of oortydbetaling betaalbaar aan 'n werknemer ingevolge hierdie Ooreenkoms, en mag nie van die lone of oortydbetaling van sodanige werknemer afgetrek word nie.

(d) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie betalings aan die sentrale fonds ingevolge paragraaf (a) hiervan gedoen word, asook van die bedrag wat aan die sentrale fonds ten opsigte van hom betaal word.

(e) Die sentrale fonds word aangewend om aan werknemers 'n vakansiebonus te betaal.

(f) Die Raad mag van die geld wat aan die sentrale fonds behoort, van tyd tot tyd op vaste deposito of op aanvraag by 'n bank of geregistreerde bouvereniging belê, en rente wat van sulke beleggings gekweek word, moet die algemene fonds van die Raad toekom ter vergoeding van die Raad se bestuur van die fonds.

class of work, receive a wage not lower than the wage he is receiving at such date, subject to the condition that the Council may authorise a reduction of such higher wage in the level prescribed in this Agreement for an employee of his class.

11. COST OF LIVING ALLOWANCE.

(a) For the purpose of this section "retail price index figure" means the weighted average index relating to food, fuel, light, rent and sundries for the nine principal urban areas as published in the Monthly Bulletin of Statistics.

(b) Should the retail price index figure rise above 1,000 points, i.e. 1938 basis, there shall be paid to each employee covered by the part of the Agreement, in addition to the wage to which such employee is entitled and together with such wage when such is payable an allowance subject to and in accordance with the provisions contained in this section.

(c) For every 10 points, and part of 10, but not less than 6 points increase over 1,000 points, in the retail price index figure, an allowance calculated at 1 per cent. of the prescribed hourly wage shall be paid to an employee. The allowance for an ordinary working day shall be paid to an employee irrespective of the number of hours worked by him on that day should he be placed on short-time. Where an employee does not work at all on any day no allowance shall be paid in respect of that day.

Should an employee be required to work overtime he shall in addition to the overtime rates prescribed in section 9, receive the cost of living allowance calculated on the prescribed hourly wage for such time worked.

For the purpose of this section "prescribed hourly wage" means the "prescribed weekly wage" divided by 44.

(d) If after any increase in the retail price index figure there shall be a decline, then the allowance payable shall be adjusted in accordance with the provisions of paragraph (c) hereof, until the retail price index figure reaches 1,000 points.

(e) The allowance payable in terms of this section shall be paid weekly and any adjustments necessary in terms of this section shall be made as from the first pay day following receipt of the notice issued by the Council or its District Committees. Such notice to be given by the Council or its District Committees within 24 hours upon receipt by the Council or its District Committees of the *Monthly Bulletin of Statistics*, which reflects the change in the retail price index figure.

12. HOLIDAYS.

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

- (i) Good Friday and Easter Monday shall be paid holidays. Every employee shall receive payment for each of these holidays, notwithstanding that they may fall on a Saturday, at the rate of 8½ times his hourly rate irrespective of the fact whether the factory in which he is employed is working a five or six day week.

- (ii) All employees shall be entitled to leave without pay on May Day.

- (iii) (a) Every employer shall pay in respect of each week into a central fund in each district a sum equal to 6% (six per cent.) of the actual remuneration earned by each of his employees during that week, provided that if any employee is placed on short time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay 6% (six per cent.) of the prescribed rate that the employee would have earned had he remained in full-time employment provided that the contribution of 6% (six per cent.) in respect of illness need not be paid for any period in excess of thirty days in any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A to this part of this Agreement, setting out in respect of each week the name of each employee and the amount of wages paid to him and the amount of the contribution payable to the central fund in respect of each employee.

- (b) Amounts payable in terms of paragraph (a) hereof shall be paid by Monday of the following week to the Secretary of the District Committee concerned or, where there is no District Committee to the Secretary of the Council.

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

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

- (e) The central fund shall be utilised for the purpose of distribution to employees of a holiday bonus.

- (f) The Council may invest any of the moneys belonging to the Central Fund from time to time on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

13. VERSKAFING VAN GEREEDSKAP.

Skrynwerkerstafels, kiampe, handskroewe, lymptotte en alle kwaste moet deur die werkgewer verskaf word.

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

14. VRYSTELLINGS.

(1) Die Raad mag van enige van die bepalings van hierdie Ooreenkoms, om enige goeie en voldoende rede, vrystelling verleen.

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

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

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge die bepalings van sub-artikel (2) van hierdie artikel vasgestel is waarop sodanige vrystelling verleen is; en
- (d) die tydperk waarvoor die vrystelling geldig is.

(e) die rede waarom die vrystelling verleen word.

(4) Die sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word 'n afskrif hou; en
- (c) wanneer aan 'n werknemer vrystelling verleen word 'n afskrif van die sertifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

(5) Die Raad kan van die bepalings van artikel 24 (1) van deel I van hierdie Ooreenkoms vrystelling aan werkgewers verleen ten opsigte van enige familiebetrekking of enige werknemer wat in 'n toesighoudende hoedanigheid in diens is.

15. BESTAANDE SERTIFIKATE.

Ondanks die verstryking van enige vorige Ooreenkomste van die nywerheid, behou die Raad beheer oor alle of enige leerlingskapsertifikate, uitgereik ingevolge sodanige vorige Ooreenkomste totdat sodanige sertifikate met die verstryking van tyd verval of andersins deur die Raad gekanselleer of herroep is.

16. UITGAWES VAN DIE RAAD.

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

Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 10de dag van elke maand, aan die sekretaris van die distrikskomitee van die betrokke distrik 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.

Die sekretaris van elke distrikskomitee moet teen die 15de van elke maand 'n staat aan die hoofkantoor stuur waarin die totale bedrag aan heffings ingevorder, vermeld word, tesame met 'n tjeke vir 25 persent van sodanige bedrag.

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 in die nywerheid tree, moet binne een maand na hy met werksaamhede begin het, onderstaande besonderhede, wat skriftelik en deur die werkgewer onderteken moet wees, aan die sekretaris van die distrikskomitee van die betrokke distrik stuur:—

- (a) Volle naam (in geval die besigheid 'n maatskappy of vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrek word).
- (b) Adres waar die besigheid gedryf word en die woonadresse van die persone na wie in subartikel (1) (a) van hierdie artikel verwys word.
- (c) Vak of vakke wat hy in die nywerheid beoefen.
- (d) Name van sy werknemers en beroepe waarin hulle in diens is.

(2) In geval die werkgewer 'n vennootskap is, moet die inligting ooreenkomstig subartikel (1) van hierdie artikel ten opsigte van elke vennoot sowel as die naam waaronder die vennootskap besigheid dreef, verstrek word.

(3) Elke werkgewer moet die distrikskomitee skriftelik in kennis stel van enige verandering in besonderhede wat ingevolge subartikel (1) van hierdie artikel verstrek is en sodanige bekendmaking moet binne veertien dae na sodanige verandering geskied.

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. In this connection each cabinetmaker shall be obliged to submit when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools.

14. EXEMPTIONS.

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

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

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

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

(4) The Secretary of the Council shall—

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

(5) The Council may grant exemption from the provisions of section 24 (1) of Part I of this Agreement to employers in respect of any relative or in respect of any employee engaged in a supervisory capacity.

15. EXISTING CERTIFICATES.

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

16. EXPENSES OF THE COUNCIL.

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

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

The Secretary of each District Committee shall forward to the head office by the 15th of each month a statement showing the amount of levies received, together with a cheque representing 25 per cent. of such collections.

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 District Committee in the district concerned, the following particulars, which shall be in writing and signed by the employer:—

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

(2) Where the employer is a partnership, information in accordance with sub-section (1) of this section 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 District Committee by every employer of any alteration in respect of any details supplied in terms of sub-section (1) of this section and such notification shall be given within fourteen days of such alterations.

18. WERKENDE EIENAARS EN VENNOTE.

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

19. VERTONING VAN OOREENKOMS.

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

20. HOU VAN REGISTERS.

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

21. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

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

22. TOEPASSING VAN OOREENKOMS.

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

23. AGENTE.

(1) Die Raad moet een of meer bepaalde persone aanstel as agente om by die toepassing van die bepaling van hierdie Ooreenkoms behulpsaam te wees.

Die agent het die reg om—

- (a) enige perseel of plek waar die meubelnywerheid beoefen word, te betree, te ondersoek en na te sien te eniger tyd wanneer hy redelike aanleiding het om te glo dat enigeen daarin werksaam is;
- (b) elke werknemer wat hy op of in die omtrek van die perseel of plek vind, na goeddunke, alleen of in die teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te eis om die vrae wat gestel word, te beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of geskrif wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en na te gaan en 'n afskrif daarvan te maak;
- (d) te eis dat alle betaalstate of boeke waarin verslag gehou word van die werklike lone wat betaal is aan 'n werknemer wie se lone in hierdie Ooreenkoms bepaal is, getoon word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent sodanige plek betree, ondersoek of nagaan, mag hy 'n tolk met hom saamneem.

(3) Elke persoon op wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die gemelde fasiliteite verleen.

24. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Lede van die vakverenigings stem in om slegs van lede van die werkgewersorganisasies werk aan te neem, en lede van die werkgewersorganisasies stem in om slegs lede van vakverenigings in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is as 'n werkgewer of werknemer volgens mening van die Raad lidmaatskap van 'n party van hierdie Ooreenkoms sonder grondige rede geweier is; met dien verstande verder dat elkeen wat voel dat hy veronreg is deurdat die Raad 'n besluit van die partye onderskryf het, die feite aan die Minister van Arbeid kan voorleë, en indien die Minister na raadpleging met die Raad aldus besluit, is hierdie subartikel, met ingang van die datum deur die Minister bepaal, nie op daardie persoon van toepassing nie en moet die veronregte persoon en die Raad van hierdie datum in kennis gestel word.

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

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

Beide die vakvereniging en die werkgewersorganisasies moet die Raad voorsien van 'n lys van alle bedankings, uitsettings en skorsings van lede van hul onderskeie organisasies. Na ontvangs van sulke lyste, moet die sekretaris van die Raad die lid of lede, van die betrokke organisasie in kennis stel dat sy kaart en/of sertifikaat van lidmaatskap nie langer vir die doel van hierdie artikel geldig is nie.

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

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

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

18. WORKING PROPRIETORS AND PARTNERS.

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

19. EXHIBITION OF AGREEMENT.

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

20. KEEPING OF RECORDS.

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

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

22. ADMINISTRATION OF AGREEMENT.

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

23. AGENTS.

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

The agent shall have the right to—

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

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

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

24. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

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

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

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

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

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

25. DISTRIKSKOMITEE.

In hierdie Ooreenkoms, behalwe waar dit teenstrydig is met die inhoud, sluit „Raad” enige distrikskomitee in; met dien verstande dat alle besluite van ’n distrikskomitee onderworpe is aan die Raad se goedkeuring; en met dien verstande verder dat enige persoon wat deur ’n besluit van die distrikskomitee geraak word, die reg het om na die Raad te appelleer.

26. LONE.

Onderworpe aan die bepalinge van artikels 8, 9, 12, 15 en 16 van hierdie deel van die Ooreenkoms, mag geen werkgewer aan ’n werknemer laer lone betaal en geen werknemer mag laer lone aanneem as wat in deel II van hierdie Ooreenkoms bepaal is nie.

27. INDIENSNEEMING VAN MINDERJARIGES.

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

28. LEERLINGE.

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

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

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

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

(5) Ten einde die minimum loon betaalbaar aan ’n leerling te vasstel, moet die duur van al sy vorige diens in die nywerheid na die goeddunke van die Raad in aanmerking geneem word en die loonskaal moet aangedui word in die sertifikaat wat ingevolge subartikel (1) deur die Raad uitgereik word.

(6) (i) ’n Leerling mag gedurende sy leerlingenskap nie langer as drie maande, sonder goedkeuring van die Raad, in verband met ’n werksaamheid in diens geneem word nie.

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

(a) Draadvlegwerk.

(b) Die vervaardiging van matrasse.

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

(a) Die glijpsteekwerk, stik en innekaarsit van oortreкке, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar sluit nie die uitsny van oortreкке in nie;

(b) Die uitsny van matrassepele en -oortreкsels en bedkussings.

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

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

Die leerlingeskappe by die maak van beddegoed en by die werk van naaiers of naaisters, moet slegs in ’n verhouding toegestaan wees van een leerling vir elke drie volwasse werknemers in diens n die groep werksaamhede genoem in subartikels (XI) (i) en (XIII) (i) van deel II van hierdie Ooreenkoms.

Die leerlingeskappe van meerderjariges vir die maak van ateljee-rusbanke moet toegestaan word slegs in ’n verhouding van een meerderjarige leerling vir elke drie vakmanne in diens n stoffeerwerk.

(ii) As die Raad daarvan oortuig is dat daar vir die opleiding van leerlinge behoorlike fasiliteite bestaan en die vereiste aantal volwassenes en/of werknemers wat die lone geneem in artikels (I) (i), (II), (III), (IV), (V) (i), (VI) (i), (VII), (VIII), (IX) (i) van deel II van hierdie Ooreenkoms ontvang, nie beskikbaar is nie, nag die getalverhouding van leerlinge verhoog word.

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

(iv) Die bepalinge van subartikel (7) (i) is nie van toepassing op inrigtings wat nie vir ’n ononderbroke tydperk van twaalf maande bestaan het nie of ten opsigte waarvan die Raad goeie en voldoende rede het om te glo dat onvoldoende opleidings-fasiliteite bestaan vir enige applikant vir leerlingenskap.

(8) Die leerlingtydperk vir die klasse werk genoem in artikels (I) (i), (II), (III), (IV), (V) (i), (VI) (i), (VII), (VIII), (IX) (i) van deel II van hierdie Ooreenkoms is vier jaar, met die voorbehoud dat die leertyd in die vervaardiging van ateljee-rusbanke nie meer as twee jaar mag wees nie.

25. DISTRICT COMMITTEE.

In this Agreement “Council” shall, unless inconsistent with the context, include any District Committee: provided that all the decisions of a District Committee shall be subject to confirmation by the Council, and provided further that any person affected by a decision of a district committee shall have the right of appeal to the Council.

26. WAGES.

Subject to the provisions of sections 8, 9, 12, 15 and 16 of this Part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II of this Agreement.

27. EMPLOYMENT OF MINORS.

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

28. LEARNERS.

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

(2) Application for permission to work as a learner shall be made to the Council in the prescribed form and shall be accompanied by a medical certificate in the form prescribed in Appendix C. The cost of the medical examination to be borne by the 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-section (7) of this section 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-section, whether or not the period for which permission was granted has expired.

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

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

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

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

(a) the weaving of spring wire mesh;

(b) the making of mattresses.

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

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

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

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

Two learners for every five employees in receipt of the wage specified in sections (I) (i), (II), (III), (IV), (V) (i), (VI) (i), (VII), (VIII), (IX) (i) of Part II of this Agreement.

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

The major learnerships in studio couch making shall be granted only in a ratio of one major learner to every three journeymen in upholstery.

(ii) Where the Council is satisfied that proper facilities exist for the training of learners, and the requisite number of adults and/or employees in receipt of the wages specified in sections (I) (i), (II), (III), (IV), (V) (i), (VI) (i), (VII), (VIII), (IX) (i) of Part II of this Agreement is not available, the ratio of learners may be extended.

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

(iv) The provision of sub-section (7) (i) shall not apply to establishments which have not been in existence for a consecutive period of twelve months or which the Council has good and sufficient reason to believe have inadequate facilities for training any applicant for learnership.

(8) The period of learnerships for the classes of work referred to in sections (I) (i), (II), (III), (IV), (V) (i), (VI) (i), (VII), (VIII), (IX) (i), of Part II of this Agreement shall be four years, with the proviso that the period of learnership in studio couch making shall not exceed two years.

29. VOOR- EN NAMIDDAGPOUSE.

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

30. LEDEGELD EN 'N WERKERSUNIE OF VAKVERENIGING.

Enige werkgewer kan na keuse en met toestemming van die werknemer van die werknemer se loon sulke bedra vir bydraes aftrek wat die werknemer vrywillig besluit om aan die fondse van enige werkersunie of vakvereniging by te dra.

31. AMBAGSGESELLE.

Enige werknemer wat by voltooiing van die tydperk van sy inboeking nie volgens mening van die Raad die vereiste standaard van bevoegdheid bereik het om die minimum loon voorgeskryf in hierdie Ooreenkoms vir sy klas te verdien nie, kan onderworpe aan die uitreiking van 'n vrystellingstifikaat in ooreenstemming met die bepalings van artikel 14 van hierdie deel van die Ooreenkoms as ambagsgesel werk vir die eerste ses maande na die voltooiing van sodanige tydperk van inboeking teen minstens twee-derdes van die minimum loon betaalbaar aan sodanige werknemer en vir die daaropvolgende ses maande teen minstens vier-vyftes van sodanige loon. Sodanige werknemer moet daarna minstens die loon voorgeskryf vir sy klas betaal word.

32. WERKNEMERS WAT MEER AS EEN WERKSAAMHEID VERRIG.

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

33. VERMINDERING VAN LONE.

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

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

34. DIENSBEEÏNDIGING.

(1) Die werkgewer of die werknemer moet een uur kennis gee om 'n dienskontrak te beëindig; met dien verstande dat dit geen inbreuk maak nie op—

(a) die reg van 'n werkgewer of werknemer om die dienskontrak sonder voorafgaande kennisgewing te beëindig om enige goeie rede wat deur die wet as voldoende erken word;

(b) enige ooreenkoms tussen die werkgewer en die werknemer wat voorsiening maak vir 'n langer tydperk van kennisgewing as een uur; en verder met dien verstande dat 'n werkgewer aan 'n werknemer een uur se loon kan uitbetaal in plaas van die tydperk van kennisgewing soos voorgeskryf, of in geval van 'n ooreenkoms vir 'n langer tydperk van kennisgewing, in plaas daarvan 'n ooreenkomsig verhoogde loon.

35. VERBOD OP INDIENSNEMING.

Ondanks strydige bepalings van hierdie Ooreenkoms onthef geen bepaling wat die indiensneming of diensverskaffing van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, die werkgewer van die verpligting om die besoldiging te betaal en die voorwaardes na te kom, wat hy verplig sou wees om te betaal of na te kom indien die indiensneming of diensverskaffing nie verbode is nie, en die werkgewer moet steeds die besoldiging betaal en die voorwaardes nakom asof die indiensneming of diensverskaffing nie verbode is nie.

36. INDIENSNEMING VAN SKURPAPIERWERKERS MET DIE HAND, BEITSER EN/OF PROEFLEERLINGE.

(1) Geen werkgewer mag enige werknemer in diens neem om skurp papierwerk met die hand te verrig of as 'n beitsers of proefleerling nie tensy sodanige werknemer in besit is van 'n sertifikaat deur die Raad uitgereik en wat sy indiensneming in sodanige hoedanigheid magtig.

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

37. BASIS VAN BETALING.

Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms, geskied betaling vir alle werk gedoen, teen die skaal voorgeskryf vir die werksaamheid of werksaamhede verrig, en is nie gebaseer op die tegniese bedreweheid of kwalifikasies van die betrokke werknemer nie.

38. UURLOON.

Ondanks strydige bepalings van hierdie Ooreenkoms, moet vir alle werk deur werknemers verrig, teen 'n uurloon betaal word. Die uurloon moet bepaal word deur die voorgeskrewe weekloon deur 44 te deel.

29. FORENOON AND AFTERNOON BREAKS.

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

30. SUBSCRIPTIONS TO WORKERS' UNION OF TRADE UNION.

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

31. IMPROVESHIP.

Any employee who, on the completion of his indentures, has not in the opinion of the Council reached the required degree of efficiency to earn the minimum wage prescribed in this Agreement for his class may, subject to the issue of a licence of exemption in accordance with the provisions of section 14 of this part of the Agreement, work as an improver for the first six months after the completion of such indentures at not less than two-thirds of the minimum wage payable to such employee, and for the next six months at not less than four-fifths of such wage. Such employee shall thereafter be paid not less than the wage prescribed for his class.

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION.

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

33. ABATEMENT OF WAGES.

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

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

34. TERMINATION OF EMPLOYMENT.

(1) One hour's notice shall be given by the employer or employee to terminate a contract of service, provided this shall not affect—

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

(b) any agreement between the employer and employee providing for a longer period of notice than one hour; and provided further that an employer may pay to an employee an hour's wages for and in lieu of the prescribed period of notice or in the case of any agreement for longer notice, a correspondingly increased wage in lieu thereof.

35. PROHIBITED EMPLOYMENT.

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

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

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

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

37. BASIS OF PAYMENT.

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

38. HOURLY RATE.

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

AANHANGSEL A.

[Staat ingedien ingevolge artikel 12 (iv) (a) van die Ooreenkoms.]

Naam en adres van werkgewer.....
Week eindigende.....

Indeks- nommer deur Raad toegeken.	Familienaam van werknemer.	Voorman of name van werknemer.	Bedryf.	Uurloon.	Getal ure gedurende week gewerk.	Totale besol- diging betaal.	Bedrag waarop vakansie bonus betaal. word.	Totale getal ure siek.	Totale getal ure verpligte korttyd- werk.	Totale getal ure weg uit eie beweging.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				
						£ : :				

Bedrag aan sentrale fonds betaalbaar.....

APPENDIX A.

[Statement submitted in terms of Section 12 (iv) (a) of the Agreement.]

Name and address of employer.....
Week ending.....

Index Number Allotted by the Council.	Surname of Employee.	Christian Name or Names of Employee.	Occupation.	Hourly Rate.	Number of Hours worked during Week.	Total Remuneration Paid.	Amount on which Holiday Bonus is Paid.	Total Number of Hours Ill.	Total Hours of Com- pulsory Short- time.	Total Hours away on Own Accord.
						£ s. d.				
						£ : :				
						£ : :				
						£ : :				

Amount payable to the Central Fund.....

AANHANGSEL B.

Kennisgewing vereis ingevolge artikel 6 (4) van deel I
van die Nywerheidsraadooreenkoms.

Dag.	Begin tyd.	Ophout tyd.	Etensuur.
Maandag.....	vm.	nm.	nm. tot nm.
Dinsdag.....	vm.	nm.	nm. tot nm.
Woensdag.....	vm.	nm.	nm. tot nm.
Donderdag.....	vm.	nm.	nm. tot nm.
Vrydag.....	vm.	nm.	nm. tot nm.
Saterdag.....	vm.	nm.	nm. tot nm.
Voormiddagpouse.....	vm.	vm.	
Namiddagpouse.....	nm.	nm.	

AANHANGSEL C.

Doktersertifikaat ingevolge artikel 28 van Ooreenkoms
vir Meubelnywerheid.

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

Geslag....., Ras....., wat verklaar
dat sy/haar teenswoordige ouderdom..... is, medies
ondersoek het met die volgende bevindings:—Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik
vir indiensneming as 'n vakleerling in die bedryf van
of enige bedryf, sonder gevaar vir homself/haarself of ander.

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

Mediese Amptenaar.

Plek.....
Datum.....195.....

APPENDIX B.

Notice required under Section 6 (4) of Part I of the
Industrial Council Agreement.

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

APPENDIX C.

Medical Certificate under Section 28 of Agreement
for Furniture Industry.

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

Sex....., Race....., who states that
his/her present age is.....with the following results:—I am satisfied/I am not satisfied that he/she is in sound health
and fit for employment as an apprentice in the trade of.....
or any trade, without danger to himself/herself or others.

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

Medical Officer.

Place.....
Date.....195.....

DEEL II.

LONE.

Onderstaande is die minimum lone van toepassing ooreenkomstig artikel 26 van Deel I van die Ooreenkoms op gebiede A, B en C vir almal of enigeen van die werksaamhede, hetsy met die hand of masjien, in die vervaardiging van meubels, wat insluit die inmeekaarsit, klamp en klem van meubels, hetsy in die geheel of gedeeltelik, afgesien van die materiaal wat gebruik word:—

	Per Week.		
	Gebied A. £ s. d.	Gebied B. £ s. d.	Gebied C. £ s. d.
(I) (i) <i>Meubels maak</i> , wat enige werksaamheid of proses in die vervaardiging en/of inmeekaarsit van meubels beteken, hetsy in die geheel of gedeeltelik, met die hand, met handgereedskap of meganiese toestelle gedoen, en wat insluit meubels met die hand vasbout of deur middel van outomatiese of kraggedrewe meganiese toestel, maar nie die werksaamhede insluit wat in subartikel (ii) van hierdie artikel genoem word nie.....	7 0 0	6 0 0	5 0 0
	Gebied A. £ s. d.	Gebiede B en C. £ s. d.	
(ii) <i>Diverse bedrywighede in verband met meubels maak</i> :—			
(1) Vasbout van skoolbanke, voustoel en stoelpote aan stoele van die soort bekend as „kitchen bentwood”, „Globe”, „Standard”, „Sturdy” en „Super”.....	3 0 0	3 0 0	
(2) Maak en/of skerpmaak van houtpenne of -boute met die hand en/of masjien.....	2 10 0	2 4 0	
(3) Houtpenne met die hand inslaan.....	2 10 0	2 4 0	
(4) Skuurpapierbewing met die hand afgesien daarvan of die artikel wat geskuur word, stilstaan of draai.....	2 10 0	2 4 0	
(5) Soliede hout met die hand of met 'n meganiese proses buig.....	2 10 0	2 4 0	
(6) Lym van meubels verwyder.....	1 17 6	1 12 6	
(7) Lym meng, weeg en berei.....	1 17 6	1 12 6	
(8) Die aansit van lym en lymhardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmeekaarsit van meubelonderdele.....	1 17 6	1 12 6	
(9) Mowwe vir wietjies slaan.....	2 10 0	2 6 0	
(10) Gate of barste in meubels met houtvulsel of soortgelyke middels vul.....	2 10 0	2 4 0	
(11) Bedysters, -knoppe en -wieljies inmeekaarsit.....	2 10 0	2 6 0	
(12) Met klampwerk help, mits nie meer as een assistent deur 'n vakman gebruik word nie.....	1 17 6	1 12 6	
	Gebied A. £ s. d.	Gebied B. £ s. d.	Gebied C. £ s. d.
(II) <i>In bestek bring</i> , wat beteken die bereiding van 'n plan om meubels te vervaardig, deur middel van 'n stang, plank, lat, roede of strook, gewoonlik volgens vasgestelde lengte gemaak, waarop of die hoogtes, wydtes of enige ander afmeting van die artikel wat vervaardig moet word, afgemerk is.....	7 0 0	6 0 0	5 0 0
(III) <i>Afmerk</i> , wat beteken die merk of skryf van meubelstukke of in die geheel of gedeeltelik volgens afmetings deur middel van duimstok, meetstok, reiplank, leipatroon, stelmasjien, of enige ander toestel, vir die doel om masjienwerk, pas of inmeekaarsit, te doen.....	7 0 0	6 0 0	5 0 0
(IV) (i) <i>Masjienbewing van meubels</i> , wat beteken enige werksaamheid of proses verrig deur enige soort of klas masjien by die vervaardiging van meubels te gebruik, hetsy in die geheel of gedeeltelik, met inbegrip van die werking van meervoudige drommasjiene, maar behalwe die ondergenoemde diverse bedrywighede.....	7 0 0	6 0 0	5 0 0
(ii) <i>Diverse masjienbewing van meubels</i> :—			
(1) Enkeldromskuurmasjien oprig en bedien, oopbandskuurder, oopskyfskuurder, spoel-skuurder, luggevuilde skuurder en draagbare skuurder.....	4 12 6	3 17 6	3 17 6
(2) Gate boor.....	4 12 6	4 2 6	4 2 6
(3) Skuurpapierrolle of -skywe en -bande vir oopbandskuurder maak en las.....	1 17 6	1 12 6	1 12 6
(V) (i) <i>Meubels poleer</i> , wat beteken enige werksaamheid of proses met die hand of meganiese toestel verrig in die totstandbring van 'n gepoleerde en/of afgewerkte oppervlakte, deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, enommel, was, kleurstof, 'n paste wat as 'n skuurmiddel werk en/of poleermiddel, of albei; of soortgelyke stowwe, en dit sluit in die greiner en vergelyking van kleure van alle soorte en klasse meubels maar behalwe ondergenoemde diverse bedrywighede.....	7 0 0	6 0 0	5 0 0
	Gebied A. £ s. d.	Gebiede B en C. £ s. d.	
(ii) <i>Diverse poleerbedrywighede</i> :—			
(1) Die aansit van was as 'n vulmiddel aan meubels voor en na dit gekleur word, maar voor begin met die poleerwerk gemaak word.....	2 10 0	2 4 0	
(2) Die verf en/of vul van rande van reeplaag- en/of laaghout om 'n oppervlakte vir poleerwerk te berei en/of lakverniswerk en/of greinwerk en/of vergelyking van kleure.....	2 10 0	2 4 0	
(3) Die verwydering van deure en toebehore voor die bereiding vir poleerwerk.....	2 10 0	2 4 0	
(4) Met gips of ander vulmateriaal vul.....	2 10 0	2 4 0	
(5) Handskuurwerk.....	2 10 0	2 4 0	
(6) Meubels met sure of enige ander bleikmiddel bleik.....	2 10 0	2 4 0	
(7) Uitmekaarhaal.....	2 10 0	2 4 0	
(8) Beits, vul, olie en/of met die hand alleen herstel.....	2 10 0	2 4 0	
(9) Metaal spuit.....	2 10 0	2 4 0	
(10) Materiale span.....	1 17 6	1 12 6	
(11) Spuittoestelle skoonmaak.....	1 17 6	1 12 6	
	Gebied A. £ s. d.	Gebied B. £ s. d.	Gebied C. £ s. d.
(VI) (i) <i>Meubels stoffeer</i> , wat enige werksaamheid of proses beteken by die bedekking van enige soort meubel, of in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit sluit o.a. die sny van alle oortreksels en los oortreksels in, stik en/of met die hand las of met meganiese toestel, vlegwerk wat insluit die in posisie plaas van vlegwerk en plaasvervangers behalwe hout- of metaallatte en dwarsstawe, vul, rottang vleg, bedek, knope aanwerk, ryg, stapel, stutwerk en stopsels, eenhede aan rame heg, behalwe bedrame, maar behalwe die werk deur 'n naaister gedoen en die ondergenoemde diverse werksaamhede.....	7 0 0	6 0 0	5 0 0
(ii) <i>Diverse stoffeerwerksaamhede i.v.m. meubels</i> :—			
(1) Vlegwerk en plaasvervangers behalwe hout- of metaallatte en dwarsstawe in posisie plaas.....	7 0 0	5 10 0	5 10 0
(2) Eenhede aan rame heg, behalwe aan bedrame.....	7 0 0	5 0 0	5 0 0
(3) Hout- en metaallatte en dwarsstawe aan rame vir stoffering plaas.....	5 0 0	4 0 0	4 0 0
(4) Kussings met veerbinnewerk en/of veereenhede vul.....	5 0 0	4 0 0	4 0 0
(5) Klaarvervaardigde rottangmatte aansit.....	4 12 6	3 17 6	3 17 6
(6) Riempiewerk.....	2 10 0	2 6 0	2 6 0
(7) Spiraalvere en/of ketting- en/of hoepelyster of ander dergelyke materiaal vashaak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir 'n bedvoetstuk of ateljeerusbank.....	2 10 0	2 6 0	2 6 0
(8) Klapperhaar of ander materiale met die hand uitpluis.....	1 17 6	1 12 6	1 12 6
(9) Klapperhaar of ander materiale met 'n masjien uitpluis.....	2 10 0	2 4 0	2 4 0
(10) Vulmateriaal in touvorm losdraai.....	1 17 6	1 12 6	1 12 6
(11) Bandwerk met stoffeersers se kraallyste.....	1 17 6	1 12 6	1 12 6
(12) Knope en klossies maak.....	1 17 6	1 12 6	1 12 6

	Gebied A.			Per Week.			Gebied C.		
	£	s.	d.	£	s.	d.	£	s.	d.
(13) 'n Doekspreimasjien laai, stoot en bedien.....	2	10	0	2	6	0	2	6	0
(14) Met die hand of masjien deurstik.....	4	10	0	3	15	0	3	15	0
(15) Deurvlegte kussinkies aan veereenhede of met die hand of masjien, heg, stik of stapel..	4	10	0	3	15	0	3	15	0
(16) Vulmateriaal op 'n veereenheid sprei.....	4	10	0	3	15	0	3	15	0
(17) Stoffeerder help deur oortreksel vas te hou.....	1	17	6	1	12	6	1	12	6
Vir die toepassing van hierdie artikel en artikel (XI) beteken 'n veereenheid 'n onafhanklike inrigting van spiraalvere of deurlopende vere so onderling verbring, verbonde of vervaardig om 'n veerfondament en/of binnewerk te verskaf vir gebruik in 'n binneveermatras, kussing, sit of enige ander bed- en/of sittoestel.									
(VII) Meubelsnywerk en/of houtsnijwerk, wat enige werksaamheid of proses beteken, of in die geheel of gedeeltelik, gedoen met die hand, handgereedskap of meganiese toestel om 'n vorm, patroon, medaljon of kopie van enige voorwerp te maak waarvan die doel is om enige soort of klasmeubels te versier of te verfraai.....	7	0	0	6	0	0	5	0	0
(VIII) Houtdraaiwerk i.v.m. meubels, wat enige werksaamheid of proses beteken, met die hand of meganiese proses gedoen in die vervaardiging van 'n afgewerkte artikel of onderdeel, of in die geheel of gedeeltelik, gebruik as, of in verband met, meubels van alle soorte.....	7	0	0	6	0	0	5	0	0
(IX) (i) Fineer van meubels, wat enige werksaamheid of proses beteken, met die hand of meganiese toestel gedoen, by oorlegwerk van alle soorte meubels en meubelonderdele, of in die geheel of gedeeltelik met fineerwerk, sny, lê, voeg, pas, druk en fineer, maar sluit nie die ondergenoemde diverse werksaamhede in nie.....	7	0	0	6	0	0	5	0	0
(ii) Diverse fineerbedrywighede:—									
(a) Fineer voegwerk met gombande met die hand of masjien.....	1	17	6	1	12	6	1	12	6
(b) Masjienvoegwerk sonder gombande.....									
(c) Perse van enige soort bedien.....									
(d) Vakuumsak en enige soort pers laai en ontlai.....									
(e) Gom- of ander bande was.....									
(f) Onderdele na perswerk stapel.....									
(g) Lym met die hand of masjien spreid.....									
(h) Lym verwyder.....									
(X) (i) Leerlinge in diens om die klasse werk te leer genoem in artikels (I) tot en met (IX):—									
Vir die eerste jaar diens.....	1	0	0	1	0	0	1	0	0
Vir die tweede jaar diens.....	2	0	0	2	0	0	2	0	0
Vir die derde jaar diens.....	3	0	0	3	0	0	3	0	0
Vir die vierde jaar diens.....	4	0	0	4	0	0	4	0	0
Daarna teen die skale voorgeskryf vir werknemers in artikel I tot en met IX.									
(ii) Meerderjarige leerlinge uitsluitlik in diens om die stoffeerprosesse by die vervaardiging van ateljeerusbanke te leer:—									
Vir die eerste ses maande diens.....	2	0	0	2	0	0	2	0	0
Vir die tweede ses maande diens.....	3	0	0	3	0	0	3	0	0
Vir die derde ses maande diens.....	4	0	0	4	0	0	4	0	0
Vir die vierde ses maande diens.....	5	0	0	5	0	0	5	0	0
Daarna teen die skale in artikel (VI) (i) vir werknemers voorgeskryf.									
	Gebied A.			Per Week.			Gebiede B en C.		
	£	s.	d.	£	s.	d.	£	s.	d.
(XI) (i) Beddegoedvervaardiging beteken die vervaardiging met die hand of meganiese toestel, of in die geheel of gedeeltelik, van alle soorte matrassas gevul met klapperhaar, „hairlock“, flok, kapok, katoen, watte, hare, vesel, wol, vere, gras, kaf, strooi, rubber, of enige ander soortgelyke materiaal; of enige samestelling van veerbinnewerk, alle soorte draadvere, ketting-, en/of spiraalvere, vol spiraalvere, maasvere, spiraalvere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, oortreke, spreie, die aanslaan en/of -haak aan springveermatrassas, kettingveermase, spiraalvere, en spiraalvere aan rame vir bedwerk maar behalwe die ondergenoemde diverse bedrywighede.....	4	10	0				3	15	0
(ii) Diverse bedrywighede i.v.m. beddegoedvervaardiging:—									
(1) Veermaaswerk vleg.....	4	10	0				3	15	0
(2) Vulmateriaal in matrassoorttrekke of met die hand of masjien instop.....	4	10	0				3	15	0
(3) Sye stik.....	4	10	0				3	15	0
(4) Deurstik, of met die hand of masjien.....	4	10	0				3	15	0
(5) Randstikwerkmasjien bedien.....	4	10	0				3	15	0
(6) Topstikwerkmasjien bedien.....	4	10	0				3	15	0
(7) Rame en rollers vir die topstikwerkmasjien berei.....	4	10	0				3	15	0
(8) Deurvlegte kussinkies aan veereenhede, of met die hand of masjien, heg, stik of stapel.....	4	10	0				3	15	0
(9) Gestikte matrassasrande aan veereenheid heg.....	4	10	0				3	15	0
(10) Vulmateriaal op 'n veereenheid spreid.....	4	10	0				3	15	0
(11) Matrasstoppe, hetsy gestik of nie, in posisie heg om 'n voorafvervaardigde binnewerk of springmatras te bou.....	4	10	0				3	15	0
(12) Bande aan kante van 'n matras met veerbinnewerk stik.....	4	10	0				3	15	0
(13) Rolkantwerk met hand of masjien.....	4	10	0				3	15	0
(14) Bostukke, rande en oortreksels uitsny.....	3	10	0				3	1	0
(15) Alle stukke nodig by die vervaardiging van bostukke, rande, matrassoortreksels, ateljeerusbankoortreke en onderdele.....	3	10	0				3	1	0
(16) Matrashandvatsels aan rande stik.....	3	10	0				3	1	0
(17) Randlengtes saamvoeg.....	3	10	0				3	1	0
(18) Die bek van die matras toewerk, met die hand of masjien.....	3	10	0				3	1	0
(19) Bedkussings, stoelkussings en peule toewerk.....	3	10	0				3	1	0
(20) Bedmatrasrame met die hand vasbout.....	2	10	0				2	10	0
(21) Spoel vir 'n randstikwerkmasjien berei.....	2	10	0				2	6	0
(22) Gestikte rande volgens lengte sny.....	2	10	0				2	6	0
(23) Gate in matrassasrande sny.....	2	10	0				2	6	0
(24) Ventilators en handvatsels aan matrassasrande aansit.....	2	10	0				2	6	0
(25) Deurvlegtingsmasjien voer.....	2	10	0				2	6	0
(26) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	2	10	0				2	6	0
(27) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....	2	10	0				2	6	0
(28) Matrasrame kleur.....	2	10	0				2	4	0
(29) Hingsels aan matrassasrame heg.....	2	10	0				2	6	0
(30) 'n Maas aan 'n matrassasrame in posisie plaas en heg.....	2	10	0				2	6	0
(31) Oë aan naalde in drukdeurstikmasjien hang.....	2	10	0				2	6	0
(32) Doekspreimasjien laai, stoot en bedien.....	2	10	0				2	6	0
(33) 'n Pluismasjien bedien.....	2	10	0				2	6	0
(34) 'n Oogmaakmasjien bedien.....	2	10	0				2	6	0
(35) Oë aan knope of klossies heg.....	2	10	0				2	6	0
(36) Bedkussings, stoelkussings en peule met stowwe of materiale, behalwe veerbinnewerke en/of veereenhede, vul.....	1	17	6				1	12	6
(37) Bedkussings, stoelkussings en peule weeg.....	1	17	6				1	12	6

	Per Week.		Gebiede	
	Gebied A.		B en C.	
	£ s. d.		£ s. d.	
(38) Beddegoed uitmekaar haal.....	1 17 6		1 12 6	
(39) Wieleltjies en mowwe aansit.....	2 10 0		2 6 0	
(40) Rame vir beddegoed met die hand kleur en/of vernis.....	2 10 0		2 4 0	
(41) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vashaak, afgesien van die materiale waarvan dié rame gemaak is.....	2 10 0		2 6 0	
(42) Ketting-, draad, hoepelyster of enige derglike materiale vir kettingvere sny.....	1 17 6		1 12 6	
(43) Kussings met veereenhede vul.....	5 0 0		4 0 0	
(44) Bedysters aansit.....	2 10 0		2 6 0	
(45) Klapperhaar of enige ander materiale met die hand uitpluis.....	1 17 6		1 12 6	
(46) Veereenhede aan bedrame heg.....	2 10 0		2 6 0	

(XII) Leerlinge in diens om die klasse werk te leer wat in artikel (XI) genoem word:—

Vir die eerste ses maande diens.....	1 10 0	1 5 0
Vir die tweede ses maande diens.....	2 0 0	1 15 0
Vir die derde ses maande diens.....	2 10 0	2 5 0
Vir die vierde ses maande diens.....	3 0 0	2 15 0

Daarna die loon in artikel (XI) (i) voorgeskryf.

(XIII) (i) *Meubelnaaier of -naaister*, beteken werknemer in diens in enige werksaamheid of proses, of in die geheel of gedeeltelik, met die hand of meganiese toestel gedoen in glipsteek, stik en/of aanmeekaarvoeg van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne maar sluit nie die uitsny van oortreksels in nie.....

3 10 0 3 1 0

(ii) Leerlinge in diens om die klas werk te leer wat in paragraaf (i) van hierdie artikel genoem word:—

Vir die eerste ses maande diens.....	1 5 0	1 0 0
Vir die tweede ses maande diens.....	1 15 0	1 10 0
Vir die derde ses maande diens.....	2 5 0	2 0 0
Vir die vierde ses maande diens.....	2 15 0	2 10 0

Daarna die lone in artikel (i) van hierdie artikel voorgeskryf.

(XIV) *Arbeid*, wat beteken:—

- (1) Persele skoonmaak en vee.....
- (2) Masjinerie, installasie, gereedskap en gerei skoonmaak.....
- (3) Masjiene en/of voertuie olie en smeer.....
- (4) Witkalk.....
- (5) Voertuie laai en/of aflaai.....
- (6) Materiale hanteer.....
- (7) Voertuig of handkar stoot of trek.....
- (8) Aflewering deur handvoertuie.....
- (9) Briewe en pakkette aflewer.....
- (10) Grondstowwe uitpak, baal en uit bale haal.....
- (11) Uitrusting skoonmaak en -blaas.....
- (12) Stoomketel, verbrander en/of oond bedien.....
- (13) Oonde laai en ontlai.....
- (14) Tee of ander derglike drank maak.....
- (15) Die behandeling van hout vir preservering.....
- (16) Artikels in kartonne en/of kartonhouers verpak.....
- (17) Artikels in kartonne en/of kartonhouers verpak en daarna die kartonne en houers vul en sluit.....
- (18) Lym afwas en/of afvee.....
- (19) Gebruikte stoffeerwerk en beddegoed uitmekaarhaal.....
- (20) Meubelmajinis help om materiale voor en na masjienerie te hanteer.....
- (21) Metaalstawe, sny, hingsels, metaalbuise, metaalstrookies, draad, hoepelyster en ander derglike materiale sny.....
- (22) Ysterboute en -stawe klink en draadsny.....
- (23) Enige soort pers bedien.....
- (24) Stoffeerve baal en indompel.....
- (25) Sorg vir stofsakke en/of siklone van skuurmasjiene.....
- (26) Skuurpapierskywe lym.....
- (27) In papier of karton toedraai.....
- (28) Fineerhout insit en fineerpers bedien.....
- (29) Lym en papier van geperste fineerhout verwyder, was en/of skoonmaak.....
- (30) Hoepelyster vir vlegwerk gebruik, reguit maak en/of sny.....
- (31) Kussings met stowwe of materiale vul, behalwe veerbinnewerke en/of veereenhede.....
- (32) Klapperhaar met die hand uitklop en/of uitpluis.....
- (33) Lym met die hand of masjiene spreid.....
- (34) Metaalstawe skoonmaak.....
- (35) Bedkussings, peule, stoelkussings en spreid weeg.....

1 17 6 1 8 6

(XV) *Diverse*:—

- (1) Werknemers wat sweiswerk doen.....
- (2) Werknemers wat puntsweiswerk doen.....
- (3) Onderhoudswerktuigkundige vir masjinerie.....
- (4) Bestuurder van motorvoertuig.....
- (5) Versendingsklerk, magasynmeester, tydopnemer.....
- (6) Opsigter, wag.....
- (7) Verpakker.....
- (8) Leerling-verpakker.....
- (9) Metaaldele buig, deurslaan, klink, boor en/of inmeekaarsit.....
- (10) Werknemers in diens in verband met enigeen van die prosesse in die vervaardiging van veerbinnewerke en/of veereenhede en die vervaardiging van hul onderdele.....

Gebied A.	Per Week.		Gebied C.
	£ s. d.	£ s. d.	£ s. d.
(1)	7 0 0	6 0 0	5 0 0
(2)	4 6 3	4 6 3	4 6 3
(3)	7 0 0	6 0 0	5 0 0
(4)	4 0 0	3 10 0	3 10 0
(5)	4 0 0	3 10 0	3 10 0
(6)	3 4 6	3 0 0	3 0 0
(7)	3 0 0	2 10 0	2 10 0
(8)	2 0 0	1 10 0	1 10 0
(9)	1 17 6	1 12 6	1 12 6
(10)	2 10 0	2 6 0	2 6 0

(XVI) (i) Jeugdige manlike werknemers in diens in 'n bedryf of afdeling van 'n bedryf by die Wet op Vakleerlinge, 1944, aangewys, gedurende die gemagtigde proeftydperk.....

1 0 0 1 0 0 1 0 0

(ii) Alle ander jeugdiges.....

Die minimum loon voorgeskryf vir volwasse manlike werknemers vir dieselfde klas werk in diens.

(XVII) *Kantoorwerknemers* :—

Nieteenstaande andersluidende bepalingen in hierdie Ooreenkoms, is onderstaande die lone aan manlike en vroulike kantoorwerknemers betaalbaar:—

Manlik—

Eerste jaar diens.....	7 0 0
Tweede jaar diens.....	10 0 0
Derde jaar diens.....	13 5 0
Vierde jaar diens.....	16 10 0
Vyfde jaar diens.....	20 0 0
Daarna.....	23 10 0

Vroulik—

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

Per Maand.		Gebiede B en C.	
Gebied A.	£ s. d.	Gebiede B en C.	£ s. d.
	£ s. d.		£ s. d.
	7 0 0		5 3 0
	10 0 0		8 8 0
	13 5 0		11 13 0
	16 10 0		14 2 0
	20 0 0		15 10 0
	23 10 0		16 16 0
	7 0 0		4 17 6
	8 13 4		7 1 0
	9 10 0		8 4 3
	11 10 0		10 16 8
	13 10 0		12 7 0

PART II.

WAGES.

The following are the minimum wages applicable in accordance with Section 26 of Part I of the Agreement to Areas A, B and C for all or any of the operations, either by hand or machine, in the manufacture of furniture, which shall include the assembling, clamping and cramping of furniture, either in whole or in part, irrespective of the materials used:—

		Per Week.		
		Area A.	Area B.	Area C.
		£ s. d.	£ s. d.	£ s. d.
(I) (i) <i>Furniture Making</i> , 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, and which shall include the bolting by hand or by the use of automatic or power-driven mechanical appliance of furniture but which excludes the operations mentioned in sub-section (ii) of this Section.....		7 0 0	6 0 0	5 0 0
(ii) <i>Sundry Furniture Making Operations</i>		Area A.	Areas B and C.	
		£ s. d.	£ s. d.	£ s. d.
(1) Bolting by hand of school desks: Folding chairs; and chair legs to chairs of the type known as "kitchen bentwood", "Globe", "Standard", "Sturdy" and "Super"....		3 0 0	3 0 0	
(2) Making and/or pointing of wooden dowels and pins by hand and/or machine.....		2 10 0	2 4 0	
(3) Knocking in wooden dowels by hand.....		2 10 0	2 4 0	
(4) Sandpapering by hand regardless of whether the article papered is stationery or rotating		2 10 0	2 4 0	
(5) Bending of solid timber by hand or mechanical process.....		2 10 0	2 4 0	
(6) Removing glue from furniture.....		1 17 6	1 12 6	
(7) Glue mixing, weighing and preparing.....		1 17 6	1 12 6	
(8) The applications of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts.....		1 17 6	1 12 6	
(9) Knocking of sockets for castors.....		2 10 0	2 6 0	
(10) Filling of holes or cracks in furniture with wood filler or similar substance.....		2 10 0	2 4 0	
(11) Fixing bed iron, domes and castors.....		2 10 0	2 6 0	
(12) Assisting in clamping provided not more than one assistant is used by a journeyman...		1 17 6	1 12 6	
(II) <i>Setting Out</i> , 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.....		7 0 0	6 0 0	5 0 0
(III) <i>Marking Out</i> , which means the marking or scribing of articles of furniture either in whole or in part to dimensions by means of foot rule, measuring rod, straight edge, template jig or any other device, for the purpose of machining, fitting, or assembling.....		7 0 0	6 0 0	5 0 0
(IV) (i) <i>Furniture Machining</i> , 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, but excluding the undermentioned sundry operations		7 0 0	6 0 0	5 0 0
(ii) <i>Sundry Furniture Machining Operations</i> :—				
(1) Setting up and operating single drum sander, open belt sander, open disc sander, bot jin sander, air-filled sander, and portable sander.....		4 12 6	3 17 6	3 17 6
(2) Boring holes.....		4 12 6	4 2 6	4 2 6
(3) Making and jointing sandpaper rolls or discs and belts for open belt sander.....		1 17 6	1 12 6	1 12 6
(V) (i) <i>Furniture Polishing</i> , which means any operation or process performed by hand or mechanical appliance, in the production of a polished and/or finished surface, by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, wax, 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.....		7 0 0	6 0 0	5 0 0
(ii) <i>Sundry Polishing Operations</i> :—		Area A.	Areas B and C.	
		£ s. d.	£ s. d.	£ s. d.
(1) The application of wax as a filler to furniture before or after staining, but before the polishing thereof is commenced.....		2 10 0	2 4 0	
(2) The painting and/or filling of edges of laminated board, and/or plywood, to prepare a surface for polishing, and/or lacquering, and/or graining, and/or matching of colours		2 10 0	2 4 0	
(3) The removal of doors and fittings prior to preparation for polishing.....		2 10 0	2 4 0	
(4) Filling in with plaster of paris or any other filling material.....		2 10 0	2 4 0	
(5) Handsandpapering.....		2 10 0	2 4 0	
(6) Bleaching of furniture with acids or any other bleaching agent.....		2 10 0	2 4 0	
(7) Stripping.....		2 10 0	2 4 0	
(8) Staining, filling, oiling and/or reviving by hand only.....		2 10 0	2 4 0	
(9) Spraying of metal.....		2 10 0	2 4 0	
(10) Staining of materials.....		1 17 6	1 12 6	
(11) Cleaning spray guns.....		1 17 6	1 12 6	
(VI) (i) <i>Furniture Upholstering</i> , which means any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes other than wooden or metal laths and crossbars, filling, cane weaving, covering, buttoning, tacking, stapling, studing and padding, attaching of units to frames other than bed frames but excluding the work performed by a seamster and the undermentioned sundry operations.....		7 0 0	6 0 0	5 0 0
(ii) <i>Sundry Furniture Upholstering Operations</i> :—				
(1) Positioning of webbing and substitutes other than wooden or metal laths and crossbars		7 0 0	5 10 0	5 10 0
(2) Attaching units to frames other than bed frames.....		7 0 0	5 0 0	5 0 0
(3) Positioning of wooden and metal laths and crossbars to frames for upholsteryng....		5 0 0	4 0 0	4 0 0

	Area A.			Per Week.			Area C.		
	£	s.	d.	£	s.	d.	£	s.	d.
(4) Filling of cushions with spring interiors and/or spring units.....	5	0	0	4	0	0	4	0	0
(5) Fixing of ready made cane mats.....	4	12	6	3	17	6	3	17	6
(6) Riempe work.....	2	10	0	2	6	0	2	6	0
(7) Hooking on of helical springs and/or chain and/or hoop iron or other similar materials for the sole purpose of serving as a support for a loose cushion or support for a bed base or studio couch.....	2	10	0	2	6	0	2	6	0
(8) Teasing coir or other materials by hand.....	1	17	6	1	12	6	1	12	6
(9) Teasing coir or other materials by machine.....	2	10	0	2	4	0	2	4	0
(10) Unwinding filling materials in rope form.....	1	17	6	1	12	6	1	12	6
(11) Banding upholsterers' beading.....	1	17	6	1	12	6	1	12	6
(12) Making buttons and tufts.....	1	17	6	1	12	6	1	12	6
(13) Loading, wheeling and operating a cloth spreading machine.....	2	10	0	2	6	0	2	6	0
(14) Tufting by hand or machine.....	4	10	0	3	15	0	3	15	0
(15) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine	4	10	0	3	15	0	3	15	0
(16) Laying out filling materials on a spring unit.....	4	10	0	3	15	0	3	15	0
(17) Assisting upholsterer in holding cover.....	1	17	6	1	12	6	1	12	6
For the purposes of this Section and Section (XI) a spring unit means an independent assembly of coil springs or continuous springs so inter-connected associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress cushion, seat or any other bedding and/or seating device.									
(VII) Furniture Carving and/or Wood-carving, which means any operation or process, either in whole or in part, performed by hand, hand-tools or mechanical appliance in creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type and class of furniture.....	7	0	0	6	0	0	5	0	0
(VIII) Furniture Woodturning, which means any operation or process, performed by hand, or mechanical process in the manufacture of a shaped article or component part; either in whole or in part, used, as or in conjunction with, furniture, of all types.....	7	0	0	6	0	0	5	0	0
(IX) (i) Furniture Veneering, which means any operation or process, performed by hand or mechanical appliance, in the overlay of all types of furniture and furniture parts, either in whole or in part with veneer, cutting, laying, jointing, matching, pressing veneer, but excludes the under-mentioned sundry operations.....	7	0	0	6	0	0	5	0	0
(ii) Sundry Veneering Operations :—									
(a) Tapeing veneers by hand or machine.....	1	17	6	1	12	6	1	12	6
(b) Tapeing jointing by machine.....									
(c) Operating presses of any kind.....									
(d) Loading and unloading vacuum bag, and presses of any kind.....									
(e) Washing of gum or other tapes.....									
(f) Stacking parts after pressing.....									
(g) Spreading of glue by hand or machine.....									
(h) Removing glue.....									
(X) (i) Learners employed in learning the classes of work referred to in Sections (I) to (IX), inclusive—									
For the first year of employment.....	1	0	0	1	0	0	1	0	0
For the second year of employment.....	2	0	0	2	0	0	2	0	0
For the third year of employment.....	3	0	0	3	0	0	3	0	0
For the fourth year of employment.....	4	0	0	4	0	0	4	0	0
Thereafter at the rates prescribed for employees in Section I to IX, inclusive.									
(ii) Major learners employed exclusively in learning the upholstering processes in the manufacture of studio couches—									
For the first six months of employment.....	2	0	0	2	0	0	2	0	0
For the second six months of employment.....	3	0	0	3	0	0	3	0	0
For the third six months of employment.....	4	0	0	4	0	0	4	0	0
For the fourth six months of employment.....	5	0	0	5	0	0	5	0	0
Thereafter at the rates prescribed for employees in Section VI (i).									
(XI) (i) Bedding Making, means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapoc, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber, or any other similar materials : or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations.....	4	10	0				3	15	0
(ii) Sundry Bedding Operations :—									
(1) Weaving of spring mesh.....	4	10	0				3	15	0
(2) Stuffing filling into mattress cases whether by hand or machine.....	4	10	0				3	15	0
(3) Side stitching.....	4	10	0				3	15	0
(4) Tufting, whether by hand or machine.....	4	10	0				3	15	0
(5) Operating a border quilting machine.....	4	10	0				3	15	0
(6) Operating a top quilting machine.....	4	10	0				3	15	0
(7) Preparing frames and rollers for the top quilting machine.....	4	10	0				3	15	0
(8) Securing, sewing or stapling inter-laced pads to spring units whether by hand or machine	4	10	0				3	15	0
(9) Securing quilted mattress borders to spring units.....	4	10	0				3	15	0
(10) Laying out filling material upon a spring unit.....	4	10	0				3	15	0
(11) Securing mattress tops, whether quilted or not, in position for building a pre-built interior or spring mattress.....	4	10	0				3	15	0
(12) Tape edging a spring interior mattress.....	4	10	0				3	15	0
(13) Roll edging by hand or machine.....	4	10	0				3	15	0
(14) Cutting tops, borders and cases.....	3	10	0				3	1	0
(15) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....	3	10	0				3	1	0
(16) Sewing mattress handles to borders.....	3	10	0				3	1	0
(17) Joining border lengths.....	3	10	0				3	1	0
(18) Closing up, by hand or machine, the mouth of a mattress.....	3	10	0				3	1	0
(19) Closing pillows, cushions, bolsters.....	3	10	0				3	1	0
(20) Bolting by hand of bed mattress frames.....	2	10	0				2	10	0
(21) Preparing spools for a border quilting machine.....	2	10	0				2	6	0
(22) Cutting quilted borders to length.....	2	10	0				2	6	0
(23) Punching holes in mattress borders.....	2	10	0				2	6	0
(24) Fitting ventilators and handles to mattress borders.....	2	10	0				2	6	0
(25) Feeding the interlacing machine.....	2	10	0				2	6	0
(26) Cutting and making of pads irrespective of materials used.....	2	10	0				2	6	0
(27) Positioning of lathes, cross-bars or fixing webbing to mattress or bed frames.....	2	10	0				2	4	0
(28) Staining mattress frames.....	2	10	0				2	6	0
(29) Affixing lugs to mattress frames.....	2	10	0				2	6	0
(30) Positioning and securing a mesh to a mattress frame.....	2	10	0				2	6	0

		Per Week.		Per Week.	
		Area A.	Areas B and C.	Area A.	Area B.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.
(31)	Hanging loops on needles in compression tufting.....	2 10 0	2 6 0		
(32)	Loading, wheeling and operating a cloth spreading machine.....	2 10 0	2 6 0		
(33)	Operating a teasing machine.....	2 10 0	2 6 0		
(34)	Attending a loop making machine.....	2 10 0	2 6 0		
(35)	Attaching loops to buttons or tufts.....	2 10 0	2 6 0		
(36)	Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....	1 17 6	1 12 6		
(37)	Weighing pillows, bolsters and cushions.....	1 17 6	1 12 6		
(38)	Stripping bedding.....	1 17 6	1 12 6		
(39)	Fitting castors and sockets.....	2 10 0	2 6 0		
(40)	Staining and/or varnishing by hand, frames for bedding.....	2 10 0	2 4 0		
(41)	Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made....	2 10 0	2 6 0		
(42)	Cutting chain, wire, hoop iron or any other similar materials for chain springs....	1 17 6	1 12 6		
(43)	Filling of cushions with spring units.....	5 0 0	4 0 0		
(44)	Fixing bed irons.....	2 10 0	2 6 0		
(45)	Teasing coir or any other materials by hand.....	1 17 6	1 12 6		
(46)	Attaching spring units to bed frames.....	2 10 0	2 6 0		
(XII)	Learners employed in learning the classes of work referred to in Section (XI):—				
	For the first six months of employment.....	1 10 0	1 5 0		
	For the second six months of employment.....	2 0 0	1 15 0		
	For the third six months of employment.....	2 10 0	2 5 0		
	For the fourth six months of employment.....	3 0 0	2 15 0		
	Thereafter the wage prescribed in Section (XI) (i).				
(XIII)	(i) Furniture Seamster or Seamstress, which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers.....	3 10 0	3 1 0		
	(ii) Learners employed in learning the class of work referred to in paragraph (i) of this section:—				
	For the first six months of employment.....	1 5 0	1 0 0		
	For the second six months of employment.....	1 15 0	1 10 0		
	For the third six months of employment.....	2 5 0	2 0 0		
	For the fourth six months of employment.....	2 15 0	2 10 0		
	Thereafter the wages prescribed in Section (i) of this Section.				
(XIV)	Labouring, which means:—				
	(1) Cleaning and sweeping of premises.....				
	(2) Cleaning machinery, plant, tools and utensils.....				
	(3) Oiling and greasing machines and/or vehicles.....				
	(4) Lime washing.....				
	(5) Loading and/or unloading vehicles.....				
	(6) Handling materials.....				
	(7) Pushing or pulling a vehicle or handcart.....				
	(8) Delivery by manually propelled vehicles.....				
	(9) Delivering letters and parcels.....				
	(10) Unpacking, baling and unbalancing raw materials.....				
	(11) Cleaning and blowing down of equipment.....				
	(12) Attending boiler, incinerator and/or oven.....				
	(13) Loading and unloading kilns.....				
	(14) Making tea or other similar beverages.....				
	(15) The treatment of timber for preservation.....				
	(16) Packing articles into cartons and/or cardboard containers.....				
	(17) Packing articles into cartons and thereafter filling and closing such cartons and containers.....	1 17 6	1 8 6		
	(18) Washing and/or wiping off glue.....				
	(19) Stripping second-hand upholstery and bedding.....				
	(20) Assisting a furniture machinist in handling materials before and after machining.....				
	(21) Cutting metal rods, cutting hinges, metal tubes, metal strips, wire, hoop iron and all similar materials.....				
	(22) Rivetting or making threads on iron bolts and rods.....				
	(23) Operating presses of any type.....				
	(24) Baling and dipping of upholstery spring.....				
	(25) Attending to dust bags and/or cyclones from sanding machines.....				
	(26) Glueing sandpaper discs.....				
	(27) Wrapping in paper or cardboard.....				
	(28) Taping of veneers and attending veneer press.....				
	(29) Removing, washing and/or cleaning off glue and paper from pressed veneers.....				
	(30) Straightening and/or cutting hoop-iron used for webbing.....				
	(31) Filling of cushions with substances or materials other than spring interiors and/or spring units.....				
	(32) Beating and/or teasing coir by hand.....				
	(33) Spreading glue by hand or machine.....				
	(34) Cleaning metal rods.....				
	(35) Weighing pillows, bolsters, cushions and quilts.....				
(XV)	Miscellaneous:—				
	(1) Employees engaged in welding.....	7 0 0	6 0 0	5 0 0	
	(2) Employees engaged in spot welding.....	4 6 3	4 6 3	4 6 3	
	(3) Machinery maintenance mechanic.....	7 0 0	6 0 0	5 0 0	
	(4) Driver of motor vehicle.....	4 0 0	3 10 0	3 10 0	
	(5) Despatch clerk, storeman, timekeeper.....	4 0 0	3 10 0	3 10 0	
	(6) Caretaker, watchman.....	3 4 6	3 0 0	3 0 0	
	(7) Packer.....	3 0 0	2 10 0	2 10 0	
	(8) Learner packer.....	2 0 0	1 10 0	1 10 0	
	(9) Bending, punching, rivetting, drilling and/or assembling metal parts.....	1 17 6	1 12 6	1 12 6	
	(10) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	2 10 0	2 6 0	2 6 0	
(XVI)	(i) Juvenile male employees engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, during the authorised probation period.....	1 0 0	1 0 0	1 0 0	
	(ii) All other juveniles.....				

The minimum wage prescribed for adult male employees employed on the same class of work.

(XVII) Office Employees:—

Notwithstanding anything to the contrary in this Agreement the following will be the wages payable to male and female office employees:—

Male—

First year of employment.....	7 0 0
Second year of employment.....	10 0 0
Third year of employment.....	13 5 0
Fourth year of employment.....	16 10 0
Fifth year of employment.....	20 0 0
Thereafter.....	23 10 0

Female—

First year of employment.....	7 0 0
Second year of employment.....	8 13 4
Third year of employment.....	9 10 0
Fourth year of employment.....	11 10 0
Thereafter.....	13 10 0

Per Month.

Area A.	Areas B and C.
£ s. d.	£ s. d.
7 0 0	5 3 0
10 0 0	8 8 0
13 5 0	11 13 0
16 10 0	14 2 0
20 0 0	15 10 0
23 10 0	16 16 0
7 0 0	4 17 6
8 13 4	7 1 0
9 10 0	8 4 3
11 10 0	10 16 8
13 10 0	12 7 0

BESTUURDERS VAN MOTORVOERTUIG.

Nieteenstaande andersluidende bepalinge in hierdie Ooreenkoms, is onderstaande bepalinge van toepassing op bestuurder van motorvoertuie in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Witbank, en die bepalinge van Loonvaststelling No. 59, bekendgemaak by Goewermentskennisgewing No. 975 van 17 Junie 1938, soos gewysig, is met uitsondering van artikel 8 daarvan, van toepassing op al die werknemers in die gebied binne 'n straal van 20 myl van die Hoofposkantoor, Durban; met dien verstande dat die minimum loon vir 'n bestuurder van 'n motorvoertuig op wie hierdie bepalinge van toepassing is, £4 per week moet wees.

A. WOORDBEPALINGS.

„Los werknemer” beteken 'n werknemer wat hoogstens twee dae in enige week deur dieselfde werkgever in diens geneem is.

„Noodsaaklike dienste” beteken alle werk wat weens oorsake soos brand, storm, ongeval, geweldpleging of diefstal sonder versuim gedoen moet word en alle werk nodig vir die vervoer van masjinerie om enige ernstige ontwrigting in 'n bedryf te voorkom, of vervoer vir doeleindes van nasionale verdediging of polisiedienste.

„Werkure” sluit alle tydperke wat daar bestuur word in, asook enige tyd wat aan ander werk in verband met die voertuig of die vrag bestee is, en alle tydperke wanneer 'n werknemer verplig is om op sy pos te bly gereed om te werk as dit van hom verlang word.

„Motorvervoerbestuurder” beteken die bestuur van voertuie gebruik vir die vervoer van goedere en wat 'n ander wyse as deur middel van die krag van mens of dier voortbeweeg word; en sluit in alle tyd wat deur die bestuurder bestee is aan ander werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te werk as dit van hom verlang word.

„Betalende vrag” beteken die nettovragvermoë of die nettovrag wat 'n voertuig kan dra of trek ingevolge enige motorvoertuigsertifikaat of vrystellingsertifikaat uitgereik ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur enige plaaslike Padvervoerraad, kragtens die bepalinge van die Motortransportwet, 1930, of ingevolge 'n geskiktheidsertifikaat uitgereik ten opsigte van sodanige voertuig deur enige plaaslike bestuur na gelang die netto vragvermoë of nettovrag die grootste is.

„Stukwerk” of „taakwerk” beteken enige stelsel waarby 'n werknemer se besoldiging gebaseer is op die gewig of omvang van of getal voorwerpe of goedere wat vervoer is of op die getal reise afgelê of op die aantal myle wat gedek is.

„Sleepwa” beteken enige vervoermiddel geheg aan en getrek deur 'n voertuig maar sluit nie in die eerste vervoermiddel geheg aan en getrek deur 'n trekker of die voertuig bekend as 'n „meganiëse perd” nie.

„Voertuig” beteken 'n vervoermiddel gebruik vir die vervoer van goedere en wat voortbeweeg word anders as deur die krag van mens of dier en sluit 'n trekker in.

„Weeklikse werknemer” beteken 'n werknemer wat per week in diens is.

B. BESOLDIGING.

(1) Die minimum lone waarteen besoldiging ten opsigte van gewone werkure deur 'n werkgever aan elke lid van ondervermelde klasse van sy werknemers betaal moet word, is as volg:—

(a) 'n Werknemer wat 'n voertuig, behalwe 'n stoomwa, bestuur wat gemagtig is om 'n betalende vrag te dra of te trek van—

	Per week.
	£ s. d.
(i) onder 6,000 lb.	4 0 0
(ii) 6,000 lb.	4 5 0
(iii) bo 6,000 lb. en tot en met 10,000 lb.	4 5 0
(iv) bo 10,000 lb. en tot en met 14,000 lb.	5 0 0
(v) bo 14,000 lb.	6 0 0
(b) 'n Werknemer wat 'n stoomwa bestuur ...	6 0 0

DRIVERS OF MOTOR VEHICLES.

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Witbank, and the provisions of Wage Determination No. 59 published under Government Notice No. 975 of the 17th June, 1938, as amended, shall, with the exception of section 8 thereof, apply to all such employees in the area within a radius of 20 miles from the General Post Office, Durban, provided that the minimum wage for a driver of a motor vehicle to whom these provisions apply shall be £4 per week.

A. DEFINITIONS.

„Casual employee” means an employee who is employed by the same employer on not more than two days in any week.

„Essential services” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade, or transportation for the purpose of national defence or police services.

„Hours of work” include all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required.

„Motor transport driving” means the driving of vehicles used for the transportation of goods, which are propelled by other than human or animal power; and includes any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required.

„Pay-load” means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net carrying capacity or net load may be the greater.

„Piege-work” or „task-work” means any system under which an employee's remuneration is based on the weight, volume or number of articles or goods conveyed or on the number of journeys undertaken or on the mileage covered.

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

„Vehicle” means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a tractor.

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

B. REMUNERATION.

(1) The minimum rates at which remuneration in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

(a) An employee who drives a vehicle other than a steam wagon, authorised to carry or haul a pay-load of—

	Per week.
	£ s. d.
(i) under 6,000 lb.	4 0 0
(ii) 6,000 lb.	4 5 0
(iii) over 6,000 lb. and up to and including 10,000 lb.	4 5 0
(iv) over 10,000 lb. and up to and including 14,000 lb.	5 0 0
(v) over 14,000 lb.	6 0 0
(b) An employee who drives a steam wagon ...	6 0 0

- (c) *Los werknemers.*—'n Los werknemer wat 'n voertuig behalwe 'n stoomwa bestuur wat gemagtig is om 'n betalende vrag te dra of te trek van—

Vir enige tydperk
van nege uur of
minder.

Per dag

£ s. d.

- | | |
|--|--------|
| (i) onder 6,000 lb. | 0 16 0 |
| (ii) 6,000 lb. | 0 17 0 |
| (iii) bo 6,000 lb. en tot en met 10,000 lb. | 0 17 0 |
| (iv) bo 10,000 lb. en tot en met 14,000 lb. | 1 0 0 |
| (v) bo 14,000 lb. | 1 4 0 |
| (d) 'n Los werknemer wat 'n stoomwa bestuur | 1 4 0 |

(2) *Kontrakbasis.*—Elke werknemer word as 'n weeklikse werknemer beskou tensy hy binne die woordbepaling van „los werknemer” val en moet minstens die volle weekloon voorgeskryf in paragrawe (a) en (b) van subklousule (1) vir 'n werknemer van sy klas betaal word, onderworpe aan die bepaling van klousule C (6) of hy die volle tyd of minder gewerk het en is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing mag wees) voorgeskryf vir sodanige werknemer.

(3) *Sleepwaens.*—'n Werknemer wat enige dag 'n voertuig bestuur waaraan een of meer sleepwaens geheg is, moet minstens onderstaande betaal word:—

- (a) indien 'n weeklikse werknemer, twee sjielings en ses pennies per dag vir elke sleepwa met 'n maksimum van tien sjielings in enige week;
- (b) indien 'n los werknemer, twee sjielings en ses pennies per dag, benewens die loon van toepassing op hom ingevolge subklousules (1), (3) en (6).

(4) *Berekening van maandelikse besoldiging.*—As die loon verskuldig aan 'n werknemer ingevolge die voorbehoudsbepaling by klousule C (1) maandeliks betaal word, is die loon betaalbaar in enige maand, vier en een-derde maal die weekloon voorgeskryf vir 'n werknemer van sy kategorie in subklousule (1) (a) en (b).

(5) *Differensiële lone.*—'n Werknemer behalwe 'n los werknemer van wie vereis of wat toegelaat word om werk te verrig waarvoor 'n hoër loon in subklousule (1) (a) en (b) voorgeskryf is as sy gewone loon moet teen sodanige hoër loon betaal word ten opsigte van die hele dag waarop sodanige hoërbetaalde werk verrig is; en 'n los werknemer van wie enige dag vereis of wat toegelaat word om werk te verrig ten opsigte waarvan verskillende lone in subklousule (1) (c) en (d) voorgeskryf is, moet die hoogste van sodanige lone betaal word.

Vir die toepassing van hierdie subklousule is die loon betaalbaar aan 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van enige afsonderlike dag minstens een-sesde van die weekloon voorgeskryf in subklousule (1) (a) en (b) vir die hoërbetaalde werk wat verrig is.

(6) *Onderhoudstoelae.*—As die werk van 'n werknemer verhoed dat hy na sy huis terugkeer vir sy nagrus moet hy 'n onderhoudstoelae van minstens onderstaande betaal word:—

- | | |
|--|------|
| (a) As dit vir die werknemer nodig is om aandete en 'n bed te verkry | 7 6 |
| (b) As dit vir die werknemer nodig is om aandete, 'n bed en oggendete te verkry | 10 0 |

C. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Lone is verskuldig en moet weekliks kontant betaal word nie later as dertig minute na voltooiing van die dag se werk nie op die gewone betaaldag of by diensbeëindiging as dit plaasvind voor die gewone betaaldag; met dien verstande dat 'n werkgewer met toestemming van sy werknemer die verskuldigde lone maandeliks kan betaal.

(2) *Los werknemers.*—'n Los werknemer moet sy loon in kontant betaal word by beëindiging van sy dienskontrak.

(3) *Onderriggeld.*—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

(4) *Aankoop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om enige goedere by hom te koop of by 'n winkel of persoon aangewys deur hom nie.

(5) *Kos en inwoning.*—Onderworpe aan die bepaling van enige ander regsbeepaling, mag 'n werkgewer nie van sy werknemer vereis om by hom te looier en/of in te woon of by enige plek aangewys deur hom nie.

(6) *Boetes en kortings.*—'n Werkgewer mag geen boetes van sy werknemer hef of enige bedrae van sy werknemer se loon aftrek behalwe onderstaande nie:—

- (a) Met skriftelike toestemming van sy werknemer, bedrae vir vakansie-, siekteversekerings-, voorsorg- en/of pensioenfondse of ledegeld aan vakverenigings;
- (b) onderworpe aan die bepaling van klousule F, as 'n werknemer van sy werk afwesig is, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- (c) enige bedrag wat van 'n werkgewer kragtens wet of enige bevel van enige bevoegde hof vereis of toegelaat word om afgetrek te word;

- (c) *Casual employees.*—A casual employee who drives a vehicle other than a steam wagon, authorised to carry or haul a pay load of—

For any period of
nine hours or less
per day.

£ s. d.

- | | |
|--|--------|
| (i) under 6,000 lb. | 0 16 0 |
| (ii) 6,000 lb. | 0 17 0 |
| (iii) over 6,000 lb. and up to and including 10,000 lb. | 0 17 0 |
| (iv) over 10,000 lb. and up to and including 14,000 lb. | 1 0 0 |
| (v) over 14,000 lb. | 1 4 0 |
| (d) A casual employee who drives a steam wagon | 1 4 0 |

(2) *Basis of Contract.*—Every employee shall be deemed to be a weekly employee unless he falls within the definition of a “casual employee” and shall be paid not less than the full weekly remuneration prescribed in paragraphs (a) and (b), sub-clause (1) for an employee of his class, subject to the provisions of clause C (6), whether he has worked full time or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(3) *Trailers.*—An employee who, on any day drives a vehicle to which there is attached one or more trailers shall be paid not less than—

- (a) if a weekly employee, two shillings and sixpence per day for each trailer with a maximum of ten shillings in any week;
- (b) if a casual employee, two shillings and sixpence per day, in addition to the remuneration applicable to him in terms of sub-clauses (1), (3) and (6).

(4) *Calculation of Monthly Remuneration.*—Whenever remuneration due to an employee is, in terms of the proviso to clause C (1) paid monthly, the remuneration payable in any month shall be four and one-third times the weekly remuneration prescribed for an employee of his class in sub-clause (1) (a) and (b).

(5) *Differential Rates.*—An employee, other than a casual employee who is required or permitted to perform work for which a higher rate of remuneration is prescribed in sub-clause (1) (a) and (b) 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 a casual employee who on any day is required or permitted to perform work in respect of which different rates of remuneration are prescribed in sub-clause (1) (c) and (d) shall be paid the higher or highest of such rates.

For the purpose of this sub-clause the remuneration payable to an employee, other than a casual employee, in respect of any one day shall be not less than one-sixth of the weekly remuneration prescribed in sub-clause (1) (a) and (b) of the higher rated work performed.

(6) *Subsistence Allowance.*—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid a subsistence allowance of not less than—

- | | |
|--|------|
| (a) Where it is necessary for the employee to obtain an evening meal and bed | 7 6 |
| (b) Where it is necessary for the employee to obtain an evening meal, bed and breakfast | 10 0 |

C. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Remuneration shall become due and be paid in cash weekly, not later than thirty minutes after the completion of the day's work, on the usual pay day or on termination of employment if this takes place before the usual pay day. Provided that an employer may, with the consent of his employee pay the remuneration due monthly.

(2) *Casual Employee.*—A casual employee shall be paid his remuneration in cash on termination of his contract of employment.

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

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

(5) *Board and Lodging.*—Subject to the provisions of any other law, an employer shall not require his employee to board and/or lodge with him or at any place nominated by him.

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

- (a) With the written consent of his employee, deductions for holiday, sick insurance, provident and/or pension funds or trade union subscriptions.
- (b) Subject to the provisions of clause F, when an employee absents himself from work a deduction proportionate to the period of such absence.
- (c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

(d) as 'n werknemer ingestem het om kos en/of inwoning van sy werkgever aan te neem, hoogstens die bedrae wat hieronder aangegee word:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Kos	0 3 0	0 13 0
(ii) Inwoning	0 2 0	0 8 8
(iii) Kos en inwoning	0 5 0	1 1 8

D. WERKURE, GEWONE EN OORTYDURE EN BETALING VIR OORTYDURE.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie meer as onderstaande wees nie:—

(a) in die geval van 'n werknemer, behalwe 'n los werknemer—
(i) vyftig in enige week vanaf Maandag tot en met Saterdag;

(ii) nege op vyf dae in enige week en sewe op die ander dag; met dien verstande dat die weeklikse totaal vyftig nie te bowe gaan nie;

met dien verstande dat as van 'n werknemer vereis word om enige dag na 11 vm. met sy werk te begin dit vir die berekening van die gewone werkure en oortyd beskou moet word dat hy om 11 vm. met sy werk begin het;

(b) In geval van 'n los werknemer, nege op enige dag.

(2) *Oortyd.*—Alle ure gewerk bo en benewens die maksimum getal gewone ure voorgeskryf in subklousule (1), word as oortyd beskou.

(3) *Betaling vir oortyd.*—'n Werknemer wat oortyd werk, moet vir elke uur of gedeelte daarvan minstens onderstaande betaal word:—

(a) in geval van 'n weeklikse werknemer, een en 'n derde maal die weekloon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (a) en (b), gedeel deur vyftig; en

(b) in geval van 'n los werknemer een en 'n derde maal die loon van toepassing op hom ingevolge klousule B (1) (c) en (d); gedeel deur nege.

(4) *Beperking van oortyd.*—'n Werkgever mag nie van sy werknemer vereis of toelaat dat hy meer as onderstaande oortyd werk nie—

(a) twee uur op enige dag;

(b) nege uur in enige week.

(5) *Betaling vir Sondae.*—Tyd gewerk op Sondag mag nie as deel van die gewone werkure of oortyd gereken word nie maar daarvoor moet ten minste onderstaande spesiale lone betaal word—

(a) in die geval van 'n weeklikse werknemer, behalwe 'n werknemer genoem in paragraaf (c), tweemaal die weekloon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (a) en (b), gedeel deur ses;

(b) in die geval van 'n los werknemer, tweemaal die loon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (c) en (d); vir elke Sondag of gedeelte daarvan gewerk;

(c) in die geval van 'n werknemer genoem in die voorbehoudsbepaling by klousule E (1) (b), tweemaal die weekloon voorgeskryf in klousule B (1) (d), gedeel deur vyftig vir elke uur of gedeelte daarvan gewerk, met 'n minimum betaling vir vier uur.

(6) *Betaling vir openbare vakansiedae.*—'n Werknemer wat op Kersdag, Goeie-Vrydag of Dingaansdag werk, moet minstens onderstaande betaal word—

(a) in die geval van 'n weeklikse werknemer, tweemaal die loon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (a) en (b), gedeel deur ses;

(b) in die geval van 'n los werknemer, tweemaal die loon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (c) en (d); vir elke dag of gedeelte daarvan gewerk.

(7) *Etenstye.*—'n Werknemer moet een uur toegestaan word vir ete na vyf uur werk en gedurende hierdie tussenpoos mag geen werk verrig word nie; met dien verstande dat as 'n werkgever van sy werknemer vereis om meer as een uur te neem vir ete alle tyd bo en behalwe een uur as deel van die gewone werkure gereken moet word.

(8) *Werkure moet opeenvolgend wees.*—Onderworpe aan die bepaling van subklousule (7) moet alle werkure op enige dag agtereenvolgend wees.

(9) *Voorbehoud.*—Die bepaling van subklousule (4) is nie van toepassing tydens die verrigting van noodsaaklike dienste nie; met dien verstande dat 'n werknemer aldus werksaam, ten opsigte van elke uur of gedeelte daarvan oortyd bo en behalwe die beperking genoem in subklousule (4) teen minstens onderstaande lone betaal moet word:—

(a) Indien 'n weeklikse werknemer, tweemaal die weekloon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (a) en (b), gedeel deur vyftig;

(b) indien 'n los werknemer, tweemaal die loon voorgeskryf vir 'n werknemer van sy klas in klousule B (1) (c) en (d), gedeel deur nege.

(d) When an employee has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(i) Board	0 3 0	0 13 0
(ii) Lodging	0 2 0	0 8 8
(iii) Board and Lodging	0 5 0	1 1 8

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

(a) in the case of an employee other than a casual employee—

(i) fifty in any week from Monday to Saturday inclusive;

(ii) nine on five days in any week and seven on the other day; Provided that the weekly total does not exceed fifty;

Provided that if an employee is required on any day to commence work later than 11 a.m. he shall, for the purpose of calculating the ordinary hours of work and overtime, be deemed to have commenced work at 11 a.m.;

(b) in the case of a casual employee, nine on any day.

(2) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours prescribed in sub-clause (1) shall be deemed to be overtime.

(3) *Payment for Overtime.*—An employee who works overtime shall be paid for each hour or part thereof not less than—

(a) in the case of a weekly employee, one and a third times the weekly remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by fifty; and

(b) in the case of a casual employee, one and a third times the remuneration applicable to him in terms of clause B (1) (c) and (d) divided by nine.

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

(a) two hours on any day;

(b) nine hours in any week.

(5) *Payment for Sundays.*—Time worked on a Sunday shall not be reckoned as part of the ordinary hours of work or overtime but shall be paid for at not less than the following special rates:—

(a) In the case of a weekly employee, other than an employee referred to in paragraph (c) double the weekly remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by six;

(b) in the case of a casual employee double the remuneration prescribed for an employee of his class in clause B (1) (c) and (d); for each Sunday or part thereof worked;

(c) in the case of an employee referred to in the proviso to clause E (1) (b), double the weekly remuneration prescribed in clause B (1) (d) divided by fifty for each hour or part thereof worked, with a minimum payment for four hours.

(6) *Payment for Public Holidays.*—An employee who works on Christmas Day, Good Friday or Dingaans Day shall be paid not less than—

(a) in the case of a weekly employee, double the remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by six;

(b) in the case of a casual employee, double the remuneration prescribed for an employee of his class in clause B (1) (c) and (d); for each day or part thereof.

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

(8) *Hours of Work to be Consecutive.*—Subject to the provision of sub-clause (7) all hours of work on any day shall be consecutive.

(9) *Savings.*—The provisions of sub-clause (4) shall not apply during the performance of essential services: Provided that an employee so engaged shall be paid, in respect of each part thereof of overtime in excess of the limitation referred to in sub-clause (4) at not less than the following rates:—

(a) If a weekly employee, double the weekly remuneration prescribed for an employee of his class in clause B (1) (a) and (b) divided by fifty.

(b) If a casual employee, double the remuneration prescribed for an employee of his class in clause B (1) (c) and (d) divided by nine.

E. RUSTYE.

(1) Geen werkgever mag van sy werknemer, uitgesonderd 'n werknemer genoem in klousule D (9), vereis of toelaat dat hy werk—

- (a) sodat die werknemer nie minstens twaalf agtereenvolgende rusure het in enige tydperk van vier-en-twintig uur, bereken vanaf die tyd wat die werknemer enige dag begin werk nie;
- (b) sodat die werknemer nie een volle rusdag gedurende elke sewe opeenvolgende dae het nie; met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer van wie vereis kan word om op Sondag vir hoogstens vier uur te werk ten einde 'n stoomwa te bedien nie.

F. SIEKTEVERLOF.

(1) 'n Werknemer wat drie maande diens by dieselfde werkgever voltooi het en wat van sy werk afwesig is deur siekte of ongeval, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Werksmense Skadeloosstelling Wet, 1941, betaalbaar is, en wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet siekteverlof toegestaan word van hoogstens ses werkdade in die geheel gedurende enige afsonderlike jaar diens en moet ten opsigte van elke dag daarvan 'n bedrag van minstens een-sesde van die weekloon ontvang wat die werknemer ontvang het onmiddellik voor die datum van sodanige verlof; met dien verstande dat 'n werkgever van sy werknemer kan vereis om 'n doktersertifikaat te toon, ten opsigte van enige afwesigheid van langer as twee dae ter staving van sodanige siekte of ongeval.

G. VERBOD OP STUK- OF TAAKWERK.

Geen werkgever mag van sy werknemer vereis of toelaat dat hy stuk- of taakwerk verrig nie.

H. UNIFORMS.

'n Werkgever wat vereis dat sy werknemer 'n uniform dra, moet dit kosteloos verskaf en laat was en stryk of skoonmaak en dit bly die eiendom van die werkgever.

I. DIENSSERTIFIKATE.

'n Werkgever moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat verstrek waarop die naam van die werkgever en van die werknemer voluit, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan en die loon op datum van sodanige beëindiging aangegee word.

J. REGISTER.

(1) Elke werkgever moet 'n register met duplikaatfolio's verskaf vir die gebruik van elke werknemer in sy diens so na as moontlik in onderstaande vorm:—

Daaglikse register.

Naam van werkgever.....
 Naam van bestuurder.....
 Soort voertuig en gemagtigde betalende vrag.....
 Getal sleepwaens aan voertuig.....
 Begintyd van werk.....
 Ophoutyd van werk.....
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etsure vanaf.....vm./nm. tot.....vm./nm.
 Defekte, ongevallen en/of ander gevalle van oponthoud.....

Handtekening van bestuurder.

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

(2) Elke werknemer moet as hy van die register genoem in subklousule (1) voorsien is, tensy hy deur siekte of ander onvermydelike oorsaak verhinder word, die daaglikse register in duplo hou so na as moontlik aan die vorm voorgeskryf ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na voltooiing van die betrokke dag se werk 'n volledige kopie daarvan aan sy werkgever oorhandig.

(3) Elke werkgever moet die volledige kopie van die daelike register vir 'n tydperk van drie jaar na die datum van voltooiing behou.

K. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, behalwe 'n los werknemer, moet minstens een week kennis gee om die dienskontrak te beëindig of moet in plaas daarvan 'n bedrag gelyk aan die weekloon wat die werknemer ontvang het gedurende die week onmiddellik voor die beëindiging van die dienskontrak, betaal of verbeur; met dien verstande dat dit nie onderstaande raak nie—

- (a) die reg van 'n werkgever of werknemer om die dienskontrak te beëindig sonder diensopsegging om enige rede erken by wet as voldoende;
- (b) enige ooreenkoms tussen 'n werkgever en sy werknemer wat 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as een week bepaal;

E. REST PERIODS.

(1) No employer shall require or permit his employee other than an employee referred to in clause D (9) to work—

- (a) so that the employee has not at least twelve consecutive hours for rest in any period of twenty-four hours calculated from the time the employee commences work on any day;
- (b) so that the employee has not one complete day for rest in every seven consecutive days: Provided that this paragraph shall not apply to an employee who may be required to work on a Sunday for not more than four hours for the purpose of attending to a steam wagon.

F. SICK LEAVE.

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

G. PROHIBITION OF PIECE-WORK OR TASK-WORK.

No employer shall require or permit his employee to perform piece-work or task-work.

H. UNIFORMS.

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

I. CERTIFICATE OF SERVICE.

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

J. LOG BOOK.

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

Daily Log.

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

Signature of Driver.

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

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

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

K. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee other than a casual employee, shall give not less than one week's notice to terminate the contract of employment or shall pay or forfeit in lieu thereof an amount equal to the weekly remuneration which the employee was receiving during the week immediately preceding the termination of the contract of employment: Provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (b) any agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

Verder met dien verstande dat as 'n Ooreenkoms aangegaan is ingevolge paragraaf (b), die betaling of verbeuring in plaas van kennisgewing in verhouding tot die tydperk van kennisgewing waartoe ooreengekom is, moet wees.

(2) Jaarlikse verlof of siekteverlof en kennisgewing mag nie saamval nie.

Hierdie Ooreenkoms namens die partye onderteken op hede die 12de Oktober 1950.

I. OSPOVAT, *Voorsitter.*
J. C. BOLTON, *Ondervoorsitter.*
R. U. KENNEY, *Sekretaris.*

* No. 51.]

[5 Januarie 1951.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

MEUBELNYWERHEID.—UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, bekendgemaak by Goewermentskennisgewing No. 50 van 5 Januarie 1951, nie vir die persone wie se werkure daarby gereël word minder gunstig is die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Provided further that if an agreement has been entered into in terms of paragraph (b) the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon.

(2) Neither annual leave nor sick leave and notice shall run concurrently.

This Agreement, signed on behalf of the parties on the 12th October, 1950.

I. OSPOVAT, *Chairman.*
J. C. BOLTON, *Vice-Chairman.*
R. U. KENNEY, *Secretary.*

* No. 51.]

[5 January 1951.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

FURNITURE INDUSTRY.—UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Furniture Industry, published under Government Notice No. 50 of 5th January, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

Wette van die Unie van Suid-Afrika, 1949

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