

EXTRAORDINARY



BUITENGEWONE

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

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[No. 2067.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 784.

3 May 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 3 years from the said Monday, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 8 (4) (f), 21, 23, 24 and 27, shall be binding from the second Monday after the date of publication of this notice and for the period ending 3 years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Orange Free State; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Orange Free State and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 8 (4) (f), 21, 23, 24 and 27, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

A—27:05

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 784.

3 Mei 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 8 (4) (f), 21, 23, 24 en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Oranje-Vrystaat; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 8 (4) (f), 21, 23, 24 en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde Maandag eindig, in die provinsie Oranje-Vrystaat *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

1—2067

SCHEDULE.

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

AGREEMENT

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

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

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

National Association of Furniture and Allied Workers of S.A. (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

(b) Notwithstanding the provisions of subclause (a), the provisions of this Agreement—

(i) shall only apply to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;

(ii) shall, unless inconsistent with the terms of the Apprenticeship Act, 1944, as amended, or any contract entered into thereunder or any condition imposed in terms of the said Act, apply to apprentices.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force for 3 years (three years) or for such period as the Minister may determine.

3. DEFINITIONS.

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

"labourer" means an employee other than a learner packer, for whom a wage of 17½c per hour is prescribed in this Agreement;

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

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

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

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

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

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

"learner packer" means a packer who has had less than 2 years' experience of packing furniture in the Furniture Manufacturing Industry and who works under the supervision of a packer;

"wage" means that portion of the remuneration payable in cash to an employee in respect of his ordinary hours of work referred to in clause 7 and prescribed for him in clause 34 or,

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT.

OOREENKOMS

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

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

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

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

(hieronder die "werknemers" of "vakvereniging" genoem), aan die ander kant, wat partye is by hierdie Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die provinsie van die Oranje-Vrystaat nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms—

(i) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers;

(ii) op vakleerlinge van toepassing vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarvolgens aangegaan is of met 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel 48 van die Wet vasgestel word en bly vir 3 jaar (drie jaar) van krag of vir sodanige tydperk as wat deur hom bepaal word.

3. WOORDOMSKRYWINGS.

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

"arbeider" 'n werknemer, uitgesonderd 'n leerlingverpakker, vir wie 'n loon van 17½c per uur, in hierdie Ooreenkoms voorgeskryf word;

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

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

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

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

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

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

"leerling-verpakker", 'n verpakker met minder as 2 jaar ondervinding van die verpakking van meubels in die Meubelnywerheid en wat onder toesig van 'n verpakker werk;

"loon", dié gedeelte van besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 7 genoem en vir hom voorgeskryf in klousule 34 of, waar

when an employer regularly pays an employee in respect of his ordinary hours of work an amount higher than that so prescribed, such higher amount;

"casual employee" means an employee who is employed by the same employer on not more than 3 days in any week;

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

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

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

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

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

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

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

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

"experience" means the total periods of employment which an employee has had in a trade or the type of work performed by him in the Furniture Manufacturing and/or allied Industry;

"probationer" means an employee under the age of 21 years who is employed in a trade designated in terms of the Apprenticeship Act, 1944, but not an apprentice or a labourer;

"unladen weight" means the weight of any motor vehicle or trailer as it appears or is recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a motor cycle, motor cycle with side car (combination) or three-wheeled motor the unladen weight shall be deemed not to exceed 1,000 lb;

"Council" means the Industrial Council for the Furniture Manufacturing Industry in the Orange Free State, registered in terms of section 19 of the Act;

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

'n werkgewer 'n werknemer ten opsigte van sy gewone werke gereeld 'n bedrag betaal wat hoër is as die bedrag aldus voorgeskryf, sodanige hoër bedrag.

"los werknemer", 'n werknemer wat hoogstens 3 dae in 'n week by dieselfde werkgewer in diens is;

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

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

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

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

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

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van kasveermatrasses en/of rame vir stoffeerwerk, masjienhoutwerk, finceerwerk, hout-snywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë, of teaters en kabinette vir musiekinstrumente en radio of draadloosstelle en omvat die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasses, veermatrasses, bomatrasses, bedkussings, peule en stoelkussings en omvat die bedrywighede op enige persele waar masjienwerk, houtdraai en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak van, herstoffeer of herpoleer van meubels in of in verband met inrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word en die finceer van deure gemaak van reep-laagblokbord of laaghout wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels uitsluitende die vervaardiging van metaalkatels;

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

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

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

"proefleerling", beteken 'n werknemer wat onder die leeftyd van 21 jaar is en wat diens doen in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, maar nie 'n vakleerling of 'n arbeider nie;

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

"Raad", die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat, geregistreer kragtens artikel 19 van die Wet;

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

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

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

"packer" means an employee, other than a labourer, who is engaged in packing furniture in cases or crates, hessian or similar material for despatch and who has had not less than 2 years experience of such work;

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

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

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

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

4. PIECE-WORK.

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

5. INCENTIVE SCHEME.

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

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

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

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

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

6. OUTWORK.

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

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

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

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

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

"verpakker", 'n werknemer, uitgesonderd 'n arbeider, wat meubels in kaste of kratte, goingsak of dergelike materiaal verpak vir versending en wat minstens 2 jaar ondervinding van sodanige werk het;

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

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

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

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

4. STUKWERK.

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

5. AANSPORINGSKEMA.

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

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

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

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

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

6. BUITEWERK.

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

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

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

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

(1) Save as may be otherwise provided in this Agreement, no employer shall require or permit an employee for whom wages are prescribed in clause 34, other than one solely employed as a watchman—

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

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

(i) where on one day in the week the ordinary hours of work are not more than 5, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) employees who do not ordinarily work on more than 5 days in a week, may on any work day be required or permitted to work for an additional period not exceeding 1½ hours; or

(c) to work for a continuous period of more than 5 hours without an uninterrupted interval of at least 1 hour: Provided that for the purpose of this paragraph periods of work interrupted by an interval of less than 1 hour shall be deemed to be continuous.

(2) The ordinary hours of work of a watchman shall not exceed 72 in any 6-day week: Provided that a watchman may be required to work 7 nights a week, in which event his employer shall pay him, in addition to his weekly wage, an amount equal to ¼ of his weekly wage in respect of work performed on the seventh night of the week.

(3) An employer shall grant to each of his employees a rest interval of 10 minutes as nearly as practicable in the middle of each morning and afternoon work period and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(4) An employer shall not require or permit a female employee to work—

(i) between 6 p.m. and 6 a.m., or

(ii) after 1 p.m. on more than 5 days in any week.

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

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

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

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

(a) 10 hours; or

(b) a number of hours (which may exceed 10) determined by the Council in a written notice 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, subject to the approval of the Council, the Secretary of the Council may, in cases of urgency, grant such approval; provided further that no employer shall require or permit a female employee to work overtime—

(aa) for more than 2 hours on any day;

(bb) on more than 3 consecutive days;

(cc) on more than 60 days in the year;

(dd) after completion of her ordinary hours of work for more than 1 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

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

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer vir wie lone in klousule 34 voorgeskryf is, uitgesonderd een wat uitsluitlik as wag werksaam is, vereis of hom toelaat—

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

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

(i) waarin die gewone werkure op 1 dag in elke week hoogstens 5 is, dit van 'n werknemer vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens 'n half uur op elkeen van die ander dae van die week te werk; of

(ii) dit van werknemers wat gewoonlik nie meer as 5 dae in 'n week werk nie vereis of hulle toegelaat kan word om 'n bykomende tydperk van hoogstens 1½ uur op enige dag te werk; of

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

(2) Die gewone werkure van 'n nagwag mag nie 72 uur in enige week van 6 dae oorskry nie, met dien verstande dat daar van 'n nagwag vereis kan word om 7 nagte in 'n week te werk in welke geval sy werkgewer hom benewens sy weekloon, 'n bedrag gelyk aan een derde van sy weekloon ten opsigte van werk verrig op die sewende nag moet betaal.

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

(4) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om te werk nie—

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

(ii) na 1-uur nm. op meer as 5 dae in 'n week nie.

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

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

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

(7) Behoudens die bepalinge van paragrafe (a) en (b) van subklousule (1) van hierdie klousule, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk in 1 week van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 kan wees) wat die Raad vasstel deur middel van 'n skriftelike kennisgewing aan die werkgewer waarin die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en voorwaardes waarop dit geldig is, bepaal word; met dien verstande dat die Sekretaris van die Raad, onderworpe aan die goedkeuring van die Raad, in dringende gevalle sodanige toestemming kan verleen; met dien verstande verder dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om oortyd te werk—

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

(bb) op meer as 3 agtereenvolgende dae nie;

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

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

(i) sodanige werknemer voor 12 uur die middag daarvan in kennis gestel het; of

(ii) aan sodanige werknemer 'n genoegsame maal verskaf het voordat sy met oortyd begin; of

(iii) paid such employee an allowance of not less than 15c and allowed her sufficient time to obtain a meal before the overtime is due to commence.

(8) An employee shall in addition to any period during which he is actually working, be deemed to be 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 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 subclause shall not apply to such employee in respect of that portion of such period.

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

(a) (i) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays, or up to 6 p.m. on Saturdays, at the rate of $1\frac{1}{2}$ times the wage of the employee concerned;

(ii) for any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, at double the wages of the employee concerned. For work performed on Sundays, the employee shall either be paid at least twice a full day's remuneration or double his remuneration in respect of the entire period worked by him on such Sunday, whichever is the larger amount. For any time worked on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, in addition to the day's wage due in respect of each of these days, at double the wage of the employee concerned;

(iii) for all hours worked in excess of the daily hours laid down in clause 7 (1) of this Agreement in respect of which no overtime is payable under paragraphs (i) and (ii) of this subclause, at $1\frac{1}{2}$ times the wage of the employee concerned.

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

(10) The provisions of subclauses (1) (c), (3), (4) and (5) shall not apply to an employee engaged on emergency work.

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

8. PAYMENT OF REMUNERATION.

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

(2) Remuneration due to an employee in terms of the Agreement shall be handed to such employee in a sealed envelope 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 shall be charged or accepted by the employer for the training of an employee.

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

(a) Save as may be otherwise provided in this Agreement, a *pro rata* amount for any period which an employee is absent from his work for any reason other than on the instruction or at the request of his employer;

(b) save as may be otherwise provided in subclause (a), an amount proportionate to any time during which an establishment may be closed in pursuance of a mutual agreement between the employer and at least 75 per cent of his employees;

(c) With the written consent of the employee, contributions to sick, assurance, pension or other similar funds;

(d) contributions in terms of clause 16 of the Agreement;

(e) any amount which an employer is required or permitted to make in terms of any statutory provision or order of any competent court;

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

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

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

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

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

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

(a) (i) Vir alle tyd na die gewone sluitingstyd en tot om 10 nm. op enige dag van Maandag tot Vrydag, of tot om 6 nm. op Saterdag gewerk, teen die skaal van $1\frac{1}{2}$ maal die loon van die betrokke werknemer;

(ii) vir alle tyd tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag, of na 6 nm. op Saterdag teen dubbel die loon van die betrokke werknemer. Vir werk op Sondae verrig moet die werknemer minstens 'n volle dag se dubbel besoldiging betaal word of dubbel sy besoldiging ten opsigte van die hele tydperk wat hy op dié Sondag werk, watter ook al die meeste is. Vir alle tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van die dae, teen dubbel die loon van die betrokke werknemer;

(iii) vir alle ure wat daar langer gewerk word as die daaglikse ure soos voorgeskryf in klousule 7 (1) van hierdie Ooreenkoms en ten opsigte waarvan geen oortyd besoldiging kragtens paragraaf (i) en (ii) van hierdie subklousule betaalbaar is nie, teen $1\frac{1}{2}$ maal die loon van die betrokke werknemer.

(b) Indien oortyd wat op 'n daaglikse grondslag bereken is, verskil van oortyd wat op 'n weeklikse grondslag bereken is, moet die grondslag wat vir die betrokke werknemer die gunstigste is, aanvaar word.

(10) Die bepalinge van subklousules (1) (c), (3), (4) en (5) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

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

8. BETALING VAN BESOLDIGING.

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

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

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

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

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, 'n bedrag wat in verhouding is tot enige tydperk wat 'n werknemer om 'n ander rede as 'n bevel of versoek van sy werkgever nie by sy werk is nie;

(b) behoudens andersluidende bepalinge in subklousule (a), 'n bedrag eweredig aan enige tyd wat 'n bedryfsinrigting gesluit mag wees ingevolge 'n onderlinge skikking tussen die werkgever en minstens 75 persent van sy werknemers;

(c) met skriftelike toestemming van 'n werknemer bedrae vir siekte-, versekering-, pensioen- of ander soortgelyke fondse;

(d) bydraes ingevolge klousule 16 van die Ooreenkoms;

(e) enige bedrag wat 'n werkgever kragtens 'n wetteregtelike bepaling of bevel van 'n bevoegde hof moet maak of toegelaat word om te maak;

- (f) deductions for trade union subscriptions;
- (g) if the ordinary hours of work prescribed in clause 7 are reduced owing to short-time, an amount proportionate to such reduction.

9. SHORT-TIME.

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

(2) When short-time is worked, the work available shall be distributed amongst the employees affected in any "section", and should it be found necessary to dismiss any employees, the employees to be dismissed first shall be those earning the lowest wages: Provided that no employee shall be dismissed on account of short-time until the hours of work on short-time fall below 35 per week over a continuous period of 4 weeks.

(3) 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 4 hour's wages, unless he was notified by his employer previously that his services would not be required on the day in question.

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

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

11. COST OF LIVING ALLOWANCE.

(1) As from the date of coming into operation of this Agreement a cost of living allowance equivalent to 121.6 per cent of the basic wage payable to an employee in terms of Government Notice No. 435 of 21 March 1958 shall be deemed to be part of the wage prescribed for an employee in terms of clause 34 of this Agreement: Provided that such cost of living allowance shall be reckoned as cost of living allowance for the purpose of—

(a) War Measure No. 43 of 1942, as amended from time to time; and

(b) any superseding legislation consolidating cost of living allowance in basic wages.

(2) In addition to the wage prescribed by clause 34, an additional cost of living allowance of 1 per cent of the hourly rate shall be paid to such employee for every increase of 1 point in the consumers' price index figure over 121.6 points for each hour worked: Provided that no employer shall be required to increase such additional cost of living allowance of his employee above 5 per cent of his basic wage as prescribed; provided further that, after the consumers' price index figure exceeds 131.6 points, the additional cost of living allowance of 1 per cent for every increase of 1 point in the consumers' price index figure is resumed for the following increase of 5 points in the consumers' price index figure; and provided further that for every decrease of 1 point in the consumers' price index figure from any figure over 131.6 points and 126.6 points respectively, the additional cost of living allowance shall *mutatis mutandis* be decreased by the same amounts as the increases prescribed herein. For the purpose of this clause, "wage" shall mean the hourly rate as prescribed in Government Notice No. 834 of 26 June 1964 and "consumers' price index figure" shall mean the weighted average of the 9 main areas for all items as published by the Director of Statistics in the *Government Gazette* from time to time.

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

- (f) aftrekkings vir ledegeld van die vakvereniging;
- (g) wanneer die gewone werkure wat in klousule 7 voorgeskryf word, weens korttyd verminder word, 'n aftrekking eweredig aan die hoeveelheid korttyd gewerk.

9. KORTTYD.

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

(2) Wanneer daar korttyd gewerk word, moet die beskikbare werk onder die betrokke werknemers in enige „afdeling” verdeel word en indien dit nodig blyk om enige werknemers af te dank, is die werknemers wat eerste afgedank moet word diegene wat die laagste lone verdien: met dien verstande dat geen werknemer weens korttyd afgedank mag word nie, totdat die korttydwerkure daal tot minder as 35 uur per week oor 'n aanneelende tydperk van 4 weke.

(3) 'n Werknemer wat hom op enige dag op die gewone begintyd van die bedryfsinrigting vir diens aanmeld en vir wie daar geen werk beskikbaar is nie, moet ten opsigte van so 'n dag 'n bedrag van minstens 4 uur se loon betaal word, tensy hy vooraf deur sy werkgever daarvan in kennis gestel is dat sy dienste op die betrokke dag nie nodig is nie.

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

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

11. LEWENSKOSTETOELAE.

(1) Vanaf die datum waarop hierdie Ooreenkoms in werking tree moet 'n lewenskostetoelae wat gelyk is aan 121.6 van die basiese loon van 'n werknemer ingevolge Goewermentskennisgewing No. 435 van 21 Maart 1958, geag word 'n deel te wees van die loon wat 'n werknemer ingevolge klousule 34 van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat sodanige lewenskostetoelae as lewenskostetoelae tel vir die doel van—

(a) Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig; en

(b) enige plaasvervangende wetgewing wat lewenskostetoelae met basiese lone konsolideer.

(2) Benewens die loon wat in klousule 34 voorgeskryf word, moet vir elke 1 punt styging in die verbruikersprysindekssyfer bo 121.6 punte, 'n addisionele lewenskostetoelae van 1 persent van die loon ten opsigte van elke uur gewerk, aan so 'n werknemer betaal word, met dien verstande dat daar nie van 'n werkgever vereis mag word om sodanige addisionele lewenskostetoelae van sy werknemer tot meer as 5 persent van sy basiese loon aldus voorgeskryf, te verhoog nie, met dien verstande voorts dat nadat die verbruikersprysindekssyfer 131.6 punte oorskry die 1 persent verhoging vir elke 1 punt styging in die verbruikersprysindekssyfer hervat word vir die volgende 5 punte styging in die verbruikersprysindekssyfer; met dien verstande verder dat vir elke 1 punt daling in die verbruikersprysindekssyfer van enige syfer bo 131.6 punte en 126.6 punte onderskeidelik, mag die addisionele lewenskostetoelae *mutatis mutandis* met dieselfde bedrae verminder word as die verhogings wat hierin voorgeskryf word. Vir die toepassing van hierdie klousule beteken „loon” die uurloon soos voorgeskryf in Goewermentskennisgewing No. 834 van 26 Junie 1964 en beteken „verbruikersprysindekssyfer” die beswaarde gemiddelde van die 9 hoofgebiede vir alle items, soos van tyd tot tyd deur die Direkteur van Statistiek in die *Staatskoerant* gepubliseer.

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

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

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays. Every employee shall receive remuneration for each of these holidays, notwithstanding that some of them may fall on a Saturday, at the rate of $8\frac{1}{2}$ times his hourly rate regardless of whether the establishment in which he is employed is working on a 5- or 6-day week.

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

21 December 1968 to 12 January 1969;

20 December 1969 to 11 January 1970;

19 December 1970 to 10 January 1971;

(both dates inclusive).

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

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

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

(ii) All moneys paid into the Fund shall be deposited in a banking account in the name of the Fund. All payments shall be made by cheque on the account of the Fund and such cheques shall be signed by 2 persons duly authorised thereto by the Council.

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

(iv) As soon as possible after 30 June in each year, the Council shall prepare a statement showing details of the income and expenditure of the Fund for the preceding 12 months and a statement showing the Fund's assets and liabilities. Such statements are to be certified by the public accountant and countersigned by the Chairman of the Council. The certified statements and any report by the public accountant shall subsequently lie for inspection at the office of the Council and copies thereof shall be sent to the Secretary for Labour, Pretoria, within 3 months of the termination of the period covered thereby.

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

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

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

Provided that if an employee is placed on short-time or absents himself from work on account of illness and can, on demand by the employer, produce a medical certificate, the employer shall pay the contribution on the gross remuneration the employee would have earned had he remained in full-time employment; provided further that the contribution in respect of illness need not be paid for any period in excess of 30 working days in any one year.

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

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

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

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

12. VERLOF EN OPENBARE VAKANSIEDAE.

(1) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging. Elke werknemer moet vir elkeen van hierdie vakansiedae, ondanks die feit dat sommige van hulle op Saterdag kan val, besoldiging ontvang teen die skaal van $8\frac{1}{2}$ maal sy uurloon, afgesien daarvan of die bedryfsinrigting waar hy werksaam is, 5 of 6 dae in 'n week werk.

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

21 Desember 1968 tot 12 Januarie 1969;

20 Desember 1969 tot 11 Januarie 1970;

19 Desember 1970 tot 10 Januarie 1971; (met inbegrip van albei datums).

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

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

(i) Die Fonds moet deur die Raad geadmistreer word en alle koste aangegaan by die administrasie van die Fonds moet deur die Raad vergoed word.

(ii) Alle gelde wat in die fonds inbetaal word, moet in 'n bankrekening in die naam van die Fonds inbetaal word. Alle betalings moet per tjek op die Fonds se rekening geskied en sulke tjeks moet deur 2 persone behoorlik daartoe deur die Raad gemagtig, onderteken word.

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

(iv) So spoedig doenlik na 30 Junie in elke jaar moet die Raad 'n staat opstel van die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande asook 'n staat wat die Fonds se bate en laste aantoon wat deur die openbare rekenmeester gesertifiseer moet word en deur die Voorsitter van die Raad mede-onderteken word. Die gesertifiseerde state en enige verslag deur die openbare rekenmeester moet daarna ter insae by die kantoor van die Raad lê en afskrifte daarvan moet binne 3 maande van die afloop van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

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

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

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

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

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

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

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

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

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

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

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

(e) The Council may in terms of section 21 (3) of the Act from time to time invest any of the moneys belonging to the Fund in savings accounts, permanent shares or fixed deposits in building societies or banks, and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

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

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

(9) In the event of the dissolution of the Council or in the event of its ceasing to function in accordance with the terms of section 34 (2) of the Act in any period during which this Agreement is in force, the Council or such person as the Registrar may designate shall continue to administer the Fund, and members of the Council existing at the date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring in such Council may be filled by the Registrar from employers and employees in the Furniture Industry in the Orange Free State so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which, in the opinion of the Registrar, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of such Council and who shall be vested with all the powers of the Council for such purposes. In the event of there being no Council, the Fund shall, upon the expiration of the Agreement, be liquidated in the manner set forth in subclause (10) (ii) of this clause, and if upon such expiration the Council has already been liquidated and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 of the Act as if it formed part of the general funds of the Council.

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

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

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

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

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

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

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

(e) Die Raad mag van die geld wat aan die Vakansiefonds behoort, van tyd tot tyd ingevolge die bepalings van artikel 21 (3) van die Wet, in spaarrekeninge, permanente aandele of vaste depositos in bougenootskappe of banke belê, en die rente op sulke beleggings kom die algemene fonds van die Raad toe, ter vergoeding van die Raad se administrasie van die Fonds.

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

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

(9) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms van krag is, ontbind word of ophou om te funksioneer ooreenkomstig die bepalings van artikel 34 (2) van die Wet, moet die Raad of sodanige persoon as wat die Registrateur mag aanwys aanhou om die Fonds te administreer, en lede van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir sodanige doeleindes; met dien verstande egter dat enige vakatures wat in sodanige Raad ontstaan, deur die Registrateur uit werkgevers en werknemers in die Meubelnywerheid van die Oranje-Vrystaat geul kan word ten einde 'n gelyke getal werkgevers- en werknemersvertegenwoordigers en hul plaasvervangers in die ledetal van die Raad te verseker. In geval die Raad nie in staat is nie, of onwillig is om sy pligte na te kom of ingeval 'n dooiepunt bereik word wat, na die mening van die Registrateur die Administrasie van die Fonds onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van sodanige Raad moet uitvoer en wat bekleed moet word met al die bevoegdhede van sodanige Raad wat vir hierdie doel nodig is. Ingeval die Raad nie bestaan nie, moet die Fonds by verstryking van die Ooreenkoms gelikwider word soos in subklousule (10) (ii) van hierdie klousule bepaal, en indien die Raad by sodanige verstryking alreeds gelikwider en sy bates verdeel is, moet die saldo van die Fonds volgens die bepalings van artikel 34 van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

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

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

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

13. PROVISION OF TOOLS.

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

The employer shall, at his expense, insure against loss or destruction by fire, the tools of the cabinetmakers in his employ. Each cabinetmaker shall be obliged to submit, when required, an inventory of the tools in his possession and shall further furnish 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 laid down in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted;
- (d) the period for which the exemption shall operate; and
- (e) the reason for the exemption being granted.

(4) The Secretary of the Council shall—

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

15. EXISTING CERTIFICATES.

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

16. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct R0.15 per week from the wages of each of his employees (other than apprentices or learners), for whom a wage of 26c per hour or more is prescribed and R0.07 per week from the wages of each of his employees (other than learners and apprentices), for whom a wage of less than 26c per hour is prescribed: Provided that no deduction shall be made in cases where the total weekly earnings do not exceed R2.

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

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer shall, within 1 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 shall, within 1 month of commencement of operations by him, forward to the Secretary of the Council, the following particulars, which shall be in writing and signed by the employer:—

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

13. VERSKAFFING VAN GEREEDSKAP.

Skrynwerkersbanke, klampe, handskroewe, lymptotte en alle kwate moet deur die werkgever verskaf word.

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

14. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: met dien verstande dat die Raad na goeddunke en nadat 1 week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan terugtrek, of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die Voorstitter 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, ingevolge die bepalings van subklousule (2) waarop die vrystelling verleen is;
- (d) die tydperk waarvoor die vrystelling van krag is; en
- (e) die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word 'n afskrif hou; en
- (c) wanneer vrystelling aan 'n werknemer verleen word, 1 afskrif van die sertifikaat aan die betrokke werkgever stuur en 1 aan die Afdelingsinspekteur van Arbeid in wie se regsgebied die bedryfsinrigting geleë is.

15. BESTAANDE SERTIFIKATE.

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

16. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te besty, moet elke werkgever weekliks R0.15 van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge of leerlinge) vir wie 'n loon van 26c per uur of meer voorgeskryf is, aftrek, en R0.07 per week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge en leerlinge) vir wie 'n loon van minder as 26c per uur voorgeskryf is; met dien verstande dat geen aftrekkings gemaak mag word waar die totale weeklikse verdienste nie meer as R2 beloop nie.

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

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

- (a) Volle naam (waar die onderneming 'n maatskappy of vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrek word);
- (b) adres waar die onderneming gedryf word en die woon-adresse van die persone genoem in subklousule (1) (a) van hierdie klousule;
- (c) ambag of ambagte wat in die nywerheid beoefen word;
- (d) die name van sy werknemers en beroepe waarin hulle werksaam is.

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

(3) Written notification of any alteration in respect of any details furnished in terms of subclause (1) of this clause shall be sent to the Council by every employer, and such notification shall be given within 14 days of such alteration.

18. WORKING PROPRIETORS, PARTNERS AND DIRECTORS.

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

19. EXHIBITION OF AGREEMENT.

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

20. TIME AND WAGE REGISTER.

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

(2) Every employer shall retain the complete record referred to in subclause (1) of this clause for a period of 3 years subsequent to the date of any entry therein.

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

22. ADMINISTRATION OF AGREEMENT.

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

23. AGENTS.

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

24. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

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

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

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

(i) office employees;

(ii) immigrants during the first year after the date of their entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 3 months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member thereof, the provisions of this section shall immediately come into operation.

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

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

18. WERKENDE EIENAARS, VENNOTE EN DIREKTEURE.

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

19. VERTONING VAN OOREENKOMS

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

20. TYD EN LOONREGISTER.

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

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

21. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

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

22. TOEPASSING VAN OOREENKOMS.

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

23. AGENTE.

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

24. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

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

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

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

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

(i) kantoorwerknemers;

(ii) immigrante gedurende die eerste jaar na die datum waarop hulle die Republiek van Suid-Afrika binnegekom het, met dien verstande dat indien 'n immigrant te enigertyd na verloop van die eerste 3 maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik in werking tree.

25. EMPLOYMENT OF MINORS.

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

26. LEARNERS.

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

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

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, his age, the 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 subclause (7) of this clause no longer apply, after one week's notice in writing has been given to the employer and the employee, withdraw any certificate issued in terms of this subclause whether or not the period for which permission was granted has expired.

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

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

(6) (a) A learner shall not be employed on the same operation for more than 3 months during the period of his learnership without the approval of the Council.

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

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

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

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

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

27. SUBSCRIPTIONS TO TRADE UNIONS.

An employer shall deduct from the wages of an employee who is a member of the trade union, the amount of the employer's contribution to the trade union and transmit to the trade union within 20 days the amount so deducted, together with a statement showing the amount which every employee has contributed.

28. ABATEMENT OF REMUNERATION.

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

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

29. TERMINATION OF EMPLOYMENT.

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

25. INDIENSNEEMING VAN MINDERJARIGES.

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

26. LEERLINGE.

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

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

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgewer en die tydperk waarin die toestemming van krag sal wees, gemeld word; met dien verstande dat die Raad, as hy dit dienstig ag en as die bepalings van subklousule (7) hiervan nie meer van toepassing is nie, en nadat daar 1 week vooraf skriftelik kennis aan die werkgewer en werknemer gegee is, enige sertifikaat wat ooreenkomstig die bepalings van hierdie subklousule uitgereik is kan intrek afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het, al dan nie.

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

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

(6) (a) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as 3 maande vir dieselfde werksaamhede gebruik word nie sonder dat die Raad vooraf goedkeuring daartoe verleen het nie.

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

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

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

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

- (ii) die uitsny van matrasslope en -oortreksels en bedkussings.

(7) Op aansoek kan die Raad die indiensneming van leerlinge in die verhouding van 1 leerling tot elke 2 werknemers magtig.

27. LEDEGELD VIR VAKVERENIGING.

'n Werkgewer moet van die loon van 'n werknemer wat lid is van die vakvereniging, die bedrag van die werknemer se vakverenigingledegeld aftrek en die bedrag wat aldus afgetrek is binne 20 dae aan die vakvereniging stuur, tesame met 'n staat wat elke werknemer se betaling aantoon.

28. LOONKORTING.

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

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

29. DIENSBEÏNDIGING.

(a) Die werkgewer of werknemer moet 1 uur kennis gee van die beëindiging van 'n dienskontrak; met dien verstande dat die reg van 'n werkgewer of werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie hierdeur geraak word nie.

(b) Notwithstanding the provisions of subclause (a) of this clause, an employer and employee may agree, in writing, to a longer period of notice than 1 hour, and failure to comply with such arrangement shall be a contravention of this clause.

(c) An employer or an employee may terminate the contract of service without notice by payment to the employee or payment or forfeiture to the employer, as the case may be, in lieu of notice, of an amount equal to at least the wage for 1 hour or for such longer period as the employer and his employee may have agreed upon in terms of subclause (b) hereof.

(d) The period of notice shall not run concurrently with nor shall such notice be given during an employee's absence on leave granted in terms of clause 12 (2) of this Agreement, or during any period of compulsory military training in terms of the Defence Act, 1957.

30. CERTIFICATE OF SERVICE.

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

31. PROHIBITED EMPLOYMENT.

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

32. BASIS OF PAYMENT.

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

33. DIFFERENTIAL RATES OF REMUNERATION.

An employee, other than a casual employee, who is required or permitted to perform work for which a rate of remuneration is prescribed in clause 34 of this Agreement which is higher than his ordinary rate of remuneration, shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed: Provided that—

(a) an employee for whom a wage of 17½c per hour is prescribed shall not be permitted to perform work for which a rate of remuneration higher than 23c per hour is prescribed;

(b) an employee for whom a wage of 23c per hour is prescribed, shall not be permitted to perform work for which a rate of remuneration higher than 45c per hour is prescribed;

(c) an employee for whom a wage of 46c per hour is prescribed may perform any work for which a higher or the highest rate of remuneration is prescribed.

For the purpose of this subclause, the remuneration payable to an employee, other than a casual employee, in respect of any day on which such higher rated work is performed, shall be at least the wage prescribed for such higher rated work, and the remuneration payable to a casual employee in respect of any day on which such higher rated work is performed, at least 1½ of the highest wage prescribed for such work in the case of an employer in an establishment which usually has a 6-day working week and at least 1¼ of such wage in the case of an employee in an establishment which usually has a 5-day working week.

34. WAGES.

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

(b) Ondanks die bepalings van subklousule (a) mag 'n werkgewer en werknemer skriftelik ooreenkom om 'n langer tydperk van kennisgewing as 1 uur te gee en versuim om so 'n ooreenkoms na te kom, is 'n verbreking van hierdie klousule.

(c) 'n Werkgewer of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir 1 uur of vir die langer tydperk waarvoor die werkgewer en sy werknemer ooreenkomstig subklousule (b) hiervan ooreengekom het, aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval.

(d) Die kennisgewingstermyn mag nie saamval nie met, en kennis van diensbeëindiging mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 12 (2) van hierdie Ooreenkoms toegestaan is of gedurende enige tydperk van verpligte militêre opleiding ingevolge die Verdedigingswet, 1957.

30. DIENSSERTIFIKAAT.

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

31. VERBODE INDIENSNEMING.

Behoudens die bepalings van artikel 83 van die Wet, en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepalings waarby aanwerwing of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaardes verbied word, geag die werkgewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het as sodanige aanwerwing of indiensneming nie verbode was nie en die werkgewer moet voortgaan om die besoldiging te betaal en die voorwaardes na te kom asof die aanwerwing of indiensneming nie verbied was nie.

32. GRONDSLAG VAN BETALING.

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

33. DIFFERENSIELE LONE.

'n Werknemer, uitgesonderd 'n los werknemer, wat verplig of toegelaat word om werk te verrig waarvoor 'n hoër loonskaal as sy gewone loonskaal in klousule 34 van hierdie Ooreenkoms voorgeskryf word, moet en opsigte van die hele dag waarop sodanige hoër besoldigde werk verrig word teen sodanige hoër loonskaal betaal word, met dien verstande dat—

(a) 'n werknemer vir wie 'n loon van 17½c per uur voorgeskryf word, nie werk mag verrig waarvoor daar 'n hoër loonskaal as 23c per uur voorgeskryf word nie;

(b) 'n werknemer vir wie 'n loon van 23c per uur voorgeskryf word, nie werk mag verrig waarvoor daar 'n hoër loonskaal as 45c per uur voorgeskryf word nie;

(c) 'n werknemer vir wie 'n loon van 46c per uur voorgeskryf word, enige werk mag verrig waarvoor 'n hoër of die hoogste loonskaal voorgeskryf word.

Vir die toepassing van hierdie subklousule, is die besoldiging wat aan 'n werknemer, uitgesonderd 'n los werknemer betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word minstens die voorgeskrewe loon vir die hoër besoldigde werk en die besoldiging wat aan 'n los werknemer betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word, minstens 1½ van die hoogste loon voorgeskryf vir sodanige werk in die geval van 'n werknemer in 'n bedryfsinrigting waar daar gewoonlik op 6 dae in die week gewerk word en minstens 1¼ van sodanige loon in die geval van 'n werknemer in 'n bedryfsinrigting waar daar gewoonlik op 5 dae in die week gewerk word.

34. LONE.

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

(2) The minimum wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out in paragraphs I to XVI hereunder: Provided that, as from the date in which this Agreement takes effect, employees who earned a wage higher than 66c per hour on 9 July 1967, shall receive an increase of 2½c per hour during the first year of the Agreement, a further increase of 2½c per hour during the second year and a further increase of 2½c per hour during the third year of the Agreement; provided further that in the case of an apprentice who completed his apprenticeship contract during the 12 months preceding the date on which this Agreement takes effect, the first increase of 2½c shall take effect 1 year after the date on which the contract was completed:—

(2) Die minimum loon wat deur die werkgever aan elke lid van die ondergenoemde klasse werknemers betaal moet word, is soos in paragrawe I tot XVI hieronder uiteengesit; met dien verstande dat werknemers wat op 9 Julie 1967 'n hoër loon as 66 sent per uur ontvang het vanaf die datum van inwerktrading van hierdie Ooreenkoms 'n verhoging van 2½c per uur vir die eerste jaar en 'n verdere verhoging van 2½c vir die tweede jaar van die Ooreenkoms asook 'n verdere verhoging van 2½c vir die derde jaargang van die Ooreenkoms betaal moet word; met dien verstande dat in die geval van 'n vakleerling wat sy Vakleerlingskapkontrak voltooi het gedurende die 12 maande wat die datum van inwerktrading van die Ooreenkoms voorafgaan, die eerste verhoging van 2½c in werking tree 1 jaar na die datum waarop hy sy kontrak voltooi het:—

	Wage per hour. (Cents)
I. (a) <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, but which excludes the operations mentioned in subparagraph (b) of this paragraph.....	69½
(b) <i>Sundry Operations</i> :—	
(i) Bolting of school desks, folding chairs, and chair legs to chairs of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" and "Super".....	23
(ii) Making and/or pointing in wooden dowels and pins by hand and/or machine.....	17½
(iii) Knocking in wooden dowels by hand.....	23
(iv) Sandpapering by hand, regardless of whether the article papered is stationary or rotating.....	23
(v) Bending of solid timber by hand or mechanical process.....	17½
(vi) Removing glue from furniture.....	23
(vii) Mixing, weighing and preparing of glue.....	17½
(viii) The application of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts.....	23
(ix) Knocking of sockets for casters.....	17½
(x) Filling of holes or cracks in furniture with wood filler or similar substance.....	23
(xi) Fixing bed iron, domes and casters.....	17½
(xii) Assistants assisting in the assembling of component parts of furniture for the purpose of joining these by means of clamps or presses: Provided that the ratio of employees performing the work and employees receiving the wage prescribed in clause 34 (2) shall not exceed 2 to 1; provided further that such assistants shall not be deemed assistants in the absence of the said employee who is entitled to the prescribed wage as prescribed in clause 34 (2), with the stipulation that the said assistants shall not be entitled to bore holes.....	23
(xiii) Fixing corner blocks to chairs, provided screws are not used.....	69½
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.....	69½
III. <i>Marking Out</i> :—	
(a) Which means the marking or scribing on wood for articles of furniture, either in whole or in part, to dimensions by means of a foot rule, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling.....	69½
(b) Repetitive marking out of shoulder and/or knee blocks and/or pieces with a design or pattern.....	17½
IV. (a) <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.....	69½
(b) <i>Sundry Furniture Machining Operations</i> :—	
(i) Setting up and operating single drum sander.....	41
(ii) Setting up and operating hinge recessing machine for the purpose of cutting recesses for locks and hinges.....	23
(iii) Boring holes.....	27
(iv) Making and joining sandpaper rolls or discs and belts for open belt sander and glueing sandpaper rolls.....	42
(v) Setting up and operating any type of vibrating-reciprocating hand-sandpapering machine manipulated by hand.....	42
(vi) Setting up and operating drum, disc, triangle and portable sanding machines.....	42
(vii) Setting and operating an open belt sandpapering machine.....	42
V. (a) <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, enamel, cellulose, varnish, stain, a paste which acts as an abrasive and/or polisher, or both; or similar substances, and shall include the graining and matching of colours of all types and classes of furniture, but excluding the undermentioned sundry operations.....	69½
(b) <i>Sundry Polishing Operations</i> :—	
(i) Waxing.....	23
(ii) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours.....	23
(iii) The removal of doors and fittings in preparation for polishing.....	23
(iv) Filling in with plaster of paris or any other filling material.....	23
(v) Hand-sandpapering.....	23
(vi) Bleaching of furniture with acids or any other bleaching agent.....	23
(vii) Stripping.....	23
(viii) Spraying of metal.....	23
(ix) Staining, filling, oiling and/or reviving by hand only.....	23
(x) Straining of materials.....	23
(xi) Cleaning spray guns.....	17½
VI. (a) <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, studding and padding, attaching of units to frames other than bed frames but excluding the work performed by a seamstress and the undermentioned sundry operations.....	69½

	Wage per hour. (Cents)
(b) <i>Sundry Furniture Upholstering Operations:—</i>	
(i) Positioning of webbing and substitutes other than wooden or metal laths and crossbars.....	27
(ii) Attaching units to frames other than bed frames.....	69½
(iii) Positioning of wooden and metal laths and crossbars to frames for upholstery.....	44½
(iv) Filling of cushions with spring interiors and/or spring units.....	53
(v) Fixing of ready made cane mats.....	41
(vi) Riemple work.....	
(vii) Hooking on of helical springs and/or chain and/or no-sag springs and/or hoop iron or other similar materials for the sole purpose of serving as a support for a loose cushion or support for a bed base or studio couch....	23
(viii) Teasing coir or other materials by hand and/or machine.....	
(ix) Unwinding filling materials in rope form.....	17½
(x) Banding upholsterers' beading.....	
(xi) Making buttons and tufts.....	
(xii) Loading, wheeling and operating a cloth spreading machine.....	23
(xiii) Tufting by hand or machine.....	
(xiv) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....	41
(xv) Laying out filling materials on spring unit.....	
(xvi) Assisting upholsterer in holding cover.....	17½
(xvii) Upholstering loose chair seats.....	53
For the purposes of this paragraph and paragraph 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. (a) <i>Furniture Carving and/or Wood Carving</i> , which means any operation or process, either in whole or in part, performed by hand, hand-tools or mechanical appliance in creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type or class of furniture.....	69½
(b) Spotting and punching the background of wood carving.....	27
VIII. <i>Furniture Woodturning</i> , which means any operation or process performed by hand or mechanical process in the manufacturing of a shaped article or component part, either in whole or in part, used as or in conjunction with furniture of all types.....	69½
IX. (a) <i>Furniture Veneering</i> , which means any operation or process performed by hand or mechanical appliance, in the overlay of all types of furniture and furniture parts, either in whole or in part, with veneer, cutting, laying, machine joining, matching, grind or pressing veneer, but excludes the undermentioned sundry operations.....	69½
(b) <i>Sundry Veneering Operations:—</i>	
(i) The tapering, stapling, and/or tacking of veneers for pressing by hand or by machine.....	
(ii) Tapeless joining by machine.....	
(iii) Operating presses of any kind.....	17½
(iv) Loading and unloading vacuum bag, and presses of any kind.....	
(v) Washing of gum or other tapes.....	
(vi) Stacking parts after pressing.....	
(vii) Spreading of glue by hand or machine.....	
(viii) Removing glue.....	
X. (a) Learners employed in learning the classes of work referred to in paragraphs I to IX:—	
For the first year of learnership.....	10
For the second year of learnership.....	18½
For the third year of learnership.....	27
For the fourth year of learnership.....	35½
Thereafter at the rates prescribed for employees in paragraphs I to IX inclusive.	
(b) Major learners employed exclusively in learning the upholstery processes in the manufacture of studio couches:—	
For the first six months of learnership.....	18½
For the second six months of learnership.....	27
For the third six months of learnership.....	35½
For the fourth six months of learnership.....	44½
Thereafter at the rates prescribed for employees in paragraphs I to IX inclusive.	
XI. (a) <i>Bedding Making</i> , means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, 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 coil springs, full coil springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking off and/or hooking on of spring mattress wires, chain spring meshes, coil springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations.....	42½
(b) <i>Sundry Bedding Operations:—</i>	
(i) Weaving of spring mesh.....	
(ii) Stuffing filling into mattress cases whether by hand or machine.....	
(iii) Side stitching.....	
(iv) Tufting, whether by hand or machine.....	
(v) Operating a border quilting machine.....	
(vi) Operating a top quilting machine.....	
(vii) Preparing frames and rollers for the top quilting machine.....	42½
(viii) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine.....	
(ix) Securing quilted mattress borders to spring units.....	
(x) Laying out filling material upon a spring unit.....	
(xi) Securing mattress tops, whether quilted or not, in position for building a prebuilt or spring mattress.....	
(xii) Tape edging an interior spring mattress.....	
(xiii) Roll edging by hand or machine.....	
(xiv) Cutting tops, borders and cases.....	
(xv) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts	33½
(xvi) Sewing mattress handles to borders.....	
(xvii) Joining border lengths.....	
(xviii) Closing up the mouth of a mattress.....	
(xix) Closing pillows, cushions, bolsters.....	

	Wage per hour. (Cents)
(xx) Bolting by hand of bed mattress frames.....	
(xxi) Preparing spools for a border quilting machine.....	
(xxii) Cutting quilted borders to length.....	
(xxiii) Punching holes in mattress borders.....	
(xxiv) Fitting ventilators and handles to mattress borders.....	
(xxv) Feeding the interlacing machine.....	
(xxvi) Cutting and making of pads, irrespective of materials used.....	23
(xxvii) Positioning of laths, crossbars or fixing webbing to mattress or bed frames.....	
(xxviii) Staining mattress frames.....	
(xxix) Affixing lugs to mattresses.....	
(xxx) Positioning and securing a mesh to mattress frame.....	
(xxxi) Hanging loops on needles in compression tufting.....	
(xxxii) Loading, wheeling and operating a cloth spreading machine.....	17½
(xxxiii) Operating a teasing machine.....	23
(xxxiv) Attending a loop making machine.....	
(xxxv) Attaching loops to buttons or tufts.....	
(xxxvi) Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....	17½
(xxxvii) Weighing pillows, cushions and bolsters.....	
(xxxviii) Stripping bedding.....	
(xxxix) Fitting castors and sockets.....	
(xl) Staining and/or varnishing frames for bedding by hand.....	23
(xli) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....	17½
(xlii) Cutting chain, wire, hoop iron or any other similar materials for chain springs.....	44½
(xliii) Filling of cushions with spring units.....	23
(xliv) Fixing bed irons.....	17½
(xlv) Teasing coir or any other materials by hand.....	23
(xlvi) Attaching spring units to bed frames.....	
XII. Learners employed in learning the classes of work referred to in paragraph XI:—	
For the first six months of learnership.....	14
For the second six months of learnership.....	18½
For the third six months of learnership.....	23
For the fourth six months of learnership.....	27
Thereafter the wage prescribed in paragraph XI (a).	
XIII. (a) Furniture Seamster or Seamstress , which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance, in slipstitching, sewing and/or joining covers, fly-pieces, cushions, cords, pelmets, bolsters or curtains, but shall include the cutting of covers.....	33½
(b) Learners employed in learning the class of work referred to in paragraph XIII (a):—	
For the first six months of learnership.....	12
For the second six months of learnership.....	16½
For the third six months of learnership.....	20½
For the fourth six months of learnership.....	25
Thereafter the wages prescribed in paragraph XIII (a).	
XIV. Labouring duties, i.e.—	
(i) Cleaning and sweeping of premises.....	
(ii) Cleaning machinery, plant, tools and utensils.....	
(iii) Oiling and greasing machines and/or vehicles.....	
(iv) Lime washing.....	
(v) Loading and/or unloading vehicles.....	
(vi) Unloading materials.....	
(vii) Pushing or pulling a vehicle or handcart.....	
(viii) Delivery by manually propelled vehicles.....	
(ix) Unpacking, baling and unbalancing raw materials.....	
(x) Cleaning and blowing down equipment.....	
(xi) Attending boiler, incinerator and/or oven.....	
(xii) Loading and unloading kilns.....	
(xiii) The treatment of timber for preservation.....	
(xiv) Packing articles in paper or into cartons and/or cardboard containers and/or thereafter filling and closing such cartons and containers.....	17½
(xv) Washing and/or wiping off glue.....	
(xvi) Stripping second-hand upholstery and bedding.....	
(xvii) Assisting a furniture machinist in handling materials before and after machining.....	
(xviii) Cutting metal rods, cutting hinges, metal tubes, metal strips, wire, hoop iron and all similar materials.....	
(xix) Riveting or making threads on iron bolts and rods.....	
(xx) Operating presses of any type.....	
(xxi) Baling and dipping of upholstery springs.....	
(xxii) Attending to dust bags and/or cyclones of sanding machines.....	
(xxiii) Glueing sand paper discs.....	
(xxiv) Straightening and/or cutting hoop iron used for webbing.....	
(xxv) Beating and/or teasing coir by hand.....	
(xxvi) Cleaning metal rods.....	
(xxvii) Operating dowel-flattening machine.....	
(xxviii) Inserting screws before they are screwed down.....	
XV. Miscellaneous:—	
(i) Employees engaged in welding (other than spot welding).....	69½
(ii) Employees engaged in spot welding.....	38½
(iii) Machinery maintenance mechanic.....	69½
(iv) Driver of motor vehicle the unladen weight of which together with the weight of any trailer or trailers drawn by such vehicle is—	
(a) not exceeding 4,000 lb.....	21
(b) more than 4,000 lb. but not exceeding 6,000 lb.....	38
(c) more than 6,000 lb. but not exceeding 10,000 lb.....	46½
(d) more than 10,000 lb. but not exceeding 20,000 lb.....	55

	Wage per hour. (Cents)
(v) Despatch clerk, storeman, warehouseman and timekeeper.....	35½
(vi) Watchman, R12-50 per week.....	27
(vii) Packer.....	17½
(viii) Learner packer.....	
(ix) Bending, punching, riveting, drilling and/or assembling of metal parts.....	23
(x) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	
(xi) "Casual employees", the wage prescribed for the class of work performed by such casual employee.	

XVI. Office Employees.—Notwithstanding anything to the contrary in this Agreement, the following shall be the wages payable to male and female office employees:—

	Per Month. R		Per Month. R
Male—		Female—	
First year of employment.....	40.00	First year of employment.....	36.00
Second year of employment.....	54.00	Second year of employment.....	44.00
Third year of employment.....	68.00	Third year of employment.....	54.00
Fourth year of employment.....	82.00	Fourth year of employment.....	63.00
Fifth year of employment.....	98.00	Thereafter.....	72.00
Thereafter.....	110.00		

APPENDIX A.

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

Name and address of employer.....

Week ending.....

Index number allotted by the Council.	Surname of employee.	Christian name or names of employee.	Occupation.	Hourly rate.	Number of hours worked during week.	Total remuneration paid.	Amount on which holiday bonus is paid.	Total number of hours absent due to illness.	Amount paid to Sick Fund.	Amount payable to Central Fund.	Pension Fund contribution.
						R					

APPENDIX B.

[Notice required under Clause 7 (10) of the Agreement.]

Day.	Starting time.	Finishing time.	Meal hour.
Monday.....	a.m.	p.m.	p.m. to p.m.
Tuesday.....	a.m.	p.m.	p.m. to p.m.
Wednesday.....	a.m.	p.m.	p.m. to p.m.
Thursday.....	a.m.	p.m.	p.m. to p.m.
Friday.....	a.m.	p.m.	p.m. to p.m.
Forenoon break.....	a.m. to	a.m.	
Afternoon break.....	p.m. to	p.m.	

APPENDIX C.

MEDICAL CERTIFICATE UNDER CLAUSE 26 (2) OF AGREEMENT.

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

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

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

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

Place.....
Date..... 19.....

Medical Officer.

W. P. GERMISHUIZEN, Chairman, Industrial Council.
J. J. ANTONIE, Vice-Chairman, Industrial Council.
G. D. J. JORDAAN, Secretary, Industrial Council.

Signed at Bloemfontein on 7 March 1968.

	Loon per uur. (Sent)
I. (a) <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, maar nie die werksaamhede omvat wat in subparagraaf (b) van hierdie paragraaf genoem word nie.....	69½
(b) <i>Diverse werksaamhede</i> :—	
(i) Vasbout van skoolbanke, voustoele; en stoelpote aan stoele van die soort bekend as „Kitchen Bentwood”, „Globe”, „Standard”, „Sturdy” en „Super”.....	23
(ii) Maak en/of skerpmaak van houtpenne en boutte met die hand en/of masjien.....	17½
(iii) Houtpenne met die hand inslaan.....	23
(iv) Skuurpapierbewerking met die hand, afgesien daarvan of die artikel wat geskuur word, stil staan of draai....	23
(v) Soliede hout met die hand of meganiese proses buig.....	17½
(vi) Lym van meubels verwyder.....	23
(vii) Lym meng, weeg en berei.....	17½
(viii) Die aansit van lym en lym hardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmeekaarsit van meubelonderdele.....	23
(ix) Mowwe vir wieteltjies inslaan.....	23
(x) Gate of barste in meubels met houtvulsels of soortgelyke middels vul.....	17½
(xi) Bedysters, knoppe en wieteltjies inmeekaarsit.....	23
(xii) Handlanger behulpsaam met meubelonderdele inmeekaarsit of bymeekaarsit vir die doel om aanmeekaar te voeg deur middel van klampe of druktoestelle; met dien verstande dat die verhouding van werknemers wat die werk uitvoer en werknemers wat die loon ontvang wat voorgeskryf word in klousule 34 (2) nie meer as 2 tot 1 mag wees nie; met dien verstande voorts dat sodanige handlangers nie as handlangers geag word by die afwesigheid van genoemde werknemer wat geregtig is op die voorgeskrewe loon soos voorgeskryf in klousule 34 (2); met die bepaling dat genoemde handlangers nie geregtig is om gate te boor nie.....	17½
(xiii) Hoekblokkies aan stoele vasslaan, mits geen skroewe gebruik word nie.....	23
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 artikels wat vervaardig word, moet afgemerk is.....	69½
III. <i>Afmerk</i> :—	
(a) Wat beteken die maak van merke aan hout vir 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 of masjienwerk, pas of inmeekaarsitwerk te verrig.....	69½
(b) Herhalingsafmerk van skouer- en/of knieblokke en/of stukke met 'n ontwerp of patroon.....	17½
IV. (a) <i>Meubels met masjiene maak</i> , wat enige werksaamheid of proses beteken wat verrig word 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 meer- of eenvoudige drommasjiene maar uitgesonderd die ondergenoemde diverse bedrywighede.....	69½
(b) <i>Diverse masjienwerksaamhede</i> by die maak van meubels:—	
(i) Enkeldromskuurder oprig en bedien.....	41
(ii) Skarnier-utholmasjien oprig en bedien vir die doel om inhamme te sny vir slotte en skarniere.....	17½
(iii) Gate boor.....	23
(iv) Skuurpapierrolle of -skywe en -bande vir oopbandskuurder maak en las en skuurpapierrolle vasgom.....	27
(v) Enige soort trillende heen-en-weer-bewegende handskuurpapier-masjien wat met die hand gedraai word, oprig en bedien.....	42
(vi) Tol-, skyf-, driehoek- en draagbare skuurmasjienoprig en bedien.....	17½
(vii) Oopbelt-skuurmasjien oprig en bedien.....	17½
V. (a) <i>Meubels poleer</i> , wat enige werksaamheid of proses beteken, met die hand of meganiese toestel verrig vir die verkryging van 'n gepoleerde en/of afgewerkte oppervlakte deur middel van sekallak, verf, duco, lakvernies, enemmel, sellulose, vernis, beits, 'n pasta wat as 'n skuurmiddel en/of poleermiddel of albei werk, of soortgelyke stowwe, en dit omvat die greineer en pas van kleure van alle soorte en klasse meubels, maar uitgesonderd ondergenoemde diverse bedrywighede.....	69½
(b) <i>Diverse poleerwerksaamhede</i> :—	
(i) Wasbestryking.....	23
(ii) Die verf en/of opvul van die kante van reeplaag- en/of laaghout om 'n oppervlakte vir poleerwerk en/of lak- verniswerk en/of greinwerk en/of pas van kleur te berei.....	17½
(iii) Die verwydering van deure en toebehore ter bereiding vir poleerwerk.....	23
(iv) Met gips of enige ander vulsel opvul.....	23
(v) Handskuurwerk.....	27
(vi) Meubels met sure of enige ander bleikmiddel bleik.....	42
(vii) Uitmekaarhaal.....	17½
(viii) Spuit van metaal.....	17½
(ix) Beits, opvul, olie en/of met die hand alleen herstel.....	17½
(x) Filtreer van materiaal.....	17½
(xi) Spuittoestelle skoonmaak.....	17½
VI. (a) <i>Meubels stoffeer</i> , wat enige werksaamheid of proses beteken by die bedekking van enige soort meubel, hetsy in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit omvat o.a. die sny van alle oortreksels en los oortreksels, die stik en/of met die hand of met 'n meganiese toestel las, vlegwerk wat die in posisie plaas van vlegwerk en plaasvervanger, uitgesonderd hout of metaallatte en dwarsstawe omvat, opvul, rottangvleg, bedek, knope aanwerk, ryg, vaskram, beslagnas inslaan en opstop, eenhede aan rame heg, uitgesonderd bedrame, maar behalwe die werk deur die naaister verrig en die ondergenoemde diverse werksaamhede.....	69½
(b) <i>Diverse meubelstoffeerwerksaamhede</i> :—	
(i) Vlegwerk en ander plaasvervangers as hout- of metaallatte en dwarsstawe in posisie plaas.....	27
(ii) Eenhede aan ander rame as bedrame heg.....	69½
(iii) Hout- en metaallatte en dwarsstawe aan rame vir stoffering plaas.....	44½
(iv) Kussings met veerbinnewerk en/of veereenhede vul.....	53
(v) Klaarvervaardigde rottangmatte aansit.....	41
(vi) Riempiewerk.....	23
(vii) Spiraalvere en/of ketting- en/of „nie-sak”-vere en/of hoepelyster of ander dergelyke materiaal vashaak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir binnevoetstuk of ateljeerusbank.....	23
(viii) Klapperhaar of ander materiaal met die hand en/of masjien uitpluis.....	17½
(ix) Vulsel in touvorm losdraai.....	17½
(x) Bandwerk van stoffeerders se kraallyste.....	23
(xi) Knope en klossies maak.....	23
(xii) 'n Doekspreimasjien laai, stoot en bedien.....	23

	Loon per uur. (Sent)
(xiii) Met die hand of masjien deurstik.....	41
(xiv) Deurvlegte kussingies aan veereenhede of met die hand of masjien heg, stik of vaskram.....	
(xv) Vulsel op veereenheid sprei.....	
(xvi) Stoffeerder help deur oortreksel vas te hou.....	17½
(xvii) Los sitvlakke van stoele stoffeer.....	53
Vir die toepassing van hierdie paragraaf en paragraaf XI beteken 'n veereenheid 'n onafhanklike versameling van spiraalvere of deurlopende vere so onderling verbind, verbonde of vervaardig om 'n veerfondament en/of binnewerk te verskaf vir gebruik in 'n binneveermatras, kussing, stoelmat of enige ander bed en/of sittoestel.	
VII. (a) Meubelsnywerk en/of houtsnijwerk, wat enige werksaamheid of proses beteken, hetsy in die geheel of gedeeltelik, gedoen met die hand, handgereedskap, of 'n meganiese toestel om 'n vorm, patroon, medaljon of kopie (ewebeeld) van enige voorwerp te maak waarvan die doel is om enige soort of klas meubel te versier en/of te verfraai.....	69½
(b) Die agtergrond van houtsniewerk stippel en pons.....	27
VIII. Meubel-houtdraaiwerk, wat enige werksaamheid of proses beteken, met die hand of meganiese proses verrig in die vervaardiging van 'n afgewerkte artikel of onderdeel, hetsy in die geheel of gedeeltelik, gebruik as, of in verband met meubels van enige soort.....	69½
IX. (a) Meubelfineerwerk, wat enige werksaamheid of proses beteken, met die hand of meganiese toestel verrig by die bedekking van enige soort meubels of meubelonderdele, hetsy in die geheel of gedeeltelik, met fineerhout oplegsele, ingelegde hout, masjienvoegwerk, bypassende fineerwerk en/of geperste fineerwerk, maar dmvat nie die ondergenoemde diverse werksaamhede nie.....	69½
(b) Diverse fineerwerksaamhede:—	
(i) Finnerhout met band vasheg, -kram en/of spyker om met hand of masjien geperst te word.....	17½
(ii) Masjienvoegwerk sonder bande.....	
(iii) Perse van enige soort bedien.....	
(iv) Vakuumsak en enige soort pers laai en ontlai.....	
(v) Gom- of ander bande was.....	
(vi) Onderdele na perswerk stapel.....	
(vii) Lym met die hand of met masjien sprei.....	
(viii) Lym verwyder.....	
X. (a) Leerlinge in diens om die klasse werk genoem in paragrafe I tot IX te leer:—	
Vir die eerste jaar van leerlingskap.....	10
Vir die tweede jaar van leerlingskap.....	18½
Vir die derde jaar van leerlingskap.....	27
Vir die vierde jaar van leerlingskap.....	35½
Daarna teen die skale in paragrafe I tot en met IX vir werknemers voorgeskryf.	
(b) Meerderjarige leerlinge uitsluitlik in diens om die stoffeerprosesse by die vervaardiging van ateljeerusbanke te leer:—	
Vir die eerste 6 maande van leerlingskap.....	18½
Vir die tweede 6 maande van leerlingskap.....	27
Vir die derde 6 maande van leerlingskap.....	35½
Vir die vierde 6 maande van leerlingskap.....	44½
Daarna teen die skale in paragrafe I tot en met IX vir werknemers voorgeskryf.	
XI. (a) Beddegoedvervaardiging, d.w.s. die vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, „Hairlock”, flok, kapok, katoen, watte, haarvesel, wol, vere, gras, kaf, strooi, rubber of enige ander soortgelyke materiaal; of enige samestelling van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, vol spiraalvere, maasvere, spiraalvere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, bo-matrasse, spreie, die aanslaan en/of -haak van springmat-drade, ketting-veermase, spiraalvere aan rame vir bedwerk, maar uitgesonderd die ondergenoemde diverse bedrywighede.....	42½
(b) Diverse beddegoedwerksaamhede:—	
(i) Veermaaswerk vleg.....	42½
(ii) Vulsel in matrasoortreкке of met die hand of masjien instop.....	
(iii) Sye stik.....	
(iv) Deurstik, of met die hand of masjien.....	
(v) Randstikwerkmasjien bedien.....	
(vi) Topstikwerkmasjien bedien.....	
(vii) Rame en rollers vir die topstikwerkmasjien berei.....	
(viii) Deurgevlegte kussinkies aan veereenhede, of met die hand of masjien, heg, stik en vaskram.....	
(ix) Gestikte matrasrande aan veereenhede heg.....	
(x) Vulsel op 'n veereenheid sprei.....	
(xi) Matrasstoppe, hetsy gestik of nie, in posisie heg om 'n voorafvervaardigde of springmatras te bou.....	
(xii) Bande aan kante vir 'n matras met veerbinnewerk stik.....	
(xiii) Rolkantwerk met die hand of masjien.....	
(xiv) Bostukke rande en oortreksels uitsny.....	
(xv) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasoortreksels, ateljeerusbank-oortreкке en onderdele.....	
(xvi) Matrashandvatsels aan rande stik.....	33½
(xvii) Randlengtes saamvoeg.....	
(xviii) Die bek van die matras toewerk.....	
(xix) Bedkussings, stoelkussings en peule toewerk.....	23
(xx) Bedmatrasrame met die hand vasbout.....	
(xxi) Spoel vir randstikwerk berei.....	
(xxii) Gestikte rande volgens lengte sny.....	
(xxiii) Gate in matrasrande sny.....	
(xxiv) Ventilators en handvatsels aan matrasrande aansit.....	
(xxv) Deurvlegmasjien voer.....	
(xxvi) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	
(xxvii) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....	
(xxviii) Matrasrame kleur.....	
(xxix) Hingsels aan matrasse heg.....	
(xxx) 'n Maas aan matrasraam in posisie plaas en heg.....	
(xxxi) Oë aan naalde in drukdeurstikmasjien hang.....	
(xxxii) Doekspreimasjien laai, stoot en bedien.....	
(xxxiii) 'n Pluismasjien bedien.....	17½

Loon
per uur.
(Sent)

(xxxiv) 'n Oogmaakmasjien bedien.....	23
(xxxv) Oë aan knope of klossies heg.....	23
(xxxvi) Bedkussings, stoelkussings en peule met stowwe of materiaal, behalwe veerbinnewerke en/of veereenhede vul..	17½
(xxxvii) Bedkussings, stoelkussings en peule weeg.....	17½
(xxxviii) Beddegoed uitmekaar haal.....	17½
(xxxix) Wieletjies en mowwe aansit.....	23
(xl) Rame vir beddegoed met hand beits en/of vernis.....	17½
(xli) Geweeftde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vashaak, afgesien van die materiale waarvan die rame gemaak is.....	44½
(xlii) Ketting, draad, hoepelyster of enige dergelike materiale vir kettingvere sny.....	23
(xliii) Kussings met veereenhede vul.....	17½
(xliv) Bedysters aansit.....	23
(xlv) Klapperhaar of enige materiaal met die hand uitpluis.....	23
(xlvi) Voereenhede aan bedrame heg.....	23

XII. Leerlinge in diens om die klasse werk te leer wat in paragraaf XI genoem word:—

Vir die eerste 6 maande van leerlingskap.....	14
Vir die tweede 6 maande van leerlingskap.....	18½
Vir die derde 6 maande van leerlingskap.....	23
Vir die vierde 6 maande van leerlingskap.....	27
Daarna die loon in paragraaf XI (a) voorgeskryf.	

XIII. Meubelnadler of -naaister, d.w.s. 'n werknemer in diens in enige werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of met meganiese toestel gedoen in verband met glijsteekwerk, die stik en/of aanmekaarvoeg van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar wat nie die uitsny van oortreksels omvat nie.....

(b) Leerlinge in diens om die klaswerk te leer in wat in paragraaf XIII (a) genoem word:—	33½
Vir die eerste 6 maande van leerlingskap.....	12
Vir die tweede 6 maande van leerlingskap.....	16½
Vir die derde 6 maande van leerlingskap.....	20½
Vir die vierde 6 maande van leerlingskap.....	25
Daarna die loon wat in paragraaf XIII (a) voorgeskryf word.	

XIV. Arbeidswerk, te wete:—

(i) Persele skoonmaak en vee.....	
(ii) Masjinerie, installasie, gereedskap en gerei skoonmaak.....	
(iii) Masjiene en/of voertuie olie en smeer.....	
(iv) Afwitwerk.....	
(v) Voertuie laai en/of aflaai.....	
(vi) Materiale aflaai.....	
(vii) Voertuig of handkar stoot of trek.....	
(viii) Afleweringswerk verrig met 'n handvoertuig.....	
(ix) Grondstowwe uitpak, baal en uit bale haal.....	
(x) Uitrusting skoonmaak en afblaas.....	
(xi) Stoomketel, verbrander en/of oond bedien.....	
(xii) Materiaal inpak in of uithaal uit droogoonde.....	
(xiii) Timmerhout met preserveermiddel behandel.....	
(xiv) Artikels in papier of in kartonne en/of kartonhouers verpak en/of daarna die kartonne en houers vul en sluit.....	17½
(xv) Lym afwas en/of afvee.....	
(xvi) Tweedehandse stoffeerwerk en beddegoed stroop.....	
(xvii) Meubelmajinis help om materiale voor en na masjienwerk te hanteer.....	
(xviii) Metaalstawe, skarniere, metaalbuis, metaalstrokie, draad, hoepelyster en alle soortgelyke materiaal sny.....	
(xix) Klinknaelwerk of skroefdraad sny in ysterboute en -stawe.....	
(xx) Perse van alle tipes bedien.....	
(xxi) Stoffeerwerk baal en indompel.....	
(xxii) Sorg vir stofsakke en/of siklone van skuurmasjiene.....	
(xxiii) Skuurpapierskywe vaslym.....	
(xxiv) Hoepelyster wat vir vlegwerk gebruik word reguit maak of/en sny.....	
(xxv) Klapperhaar met die hand uitklop en/of uitpluis.....	
(xxvi) Metaalstawe skoonmaak.....	
(xxvii) Tapplaatdrukmasjien bedien.....	
(xxviii) Skroewe insit voordat hulle ingeskroef word.....	

XV. Diverse:—

(i) Werknemers wat sweiswerk (uitgesonderd puntsweiswerk) doen.....	69½
(ii) Werknemers wat puntsweiswerk doen.....	38½
(iii) Masjien-onderhoudwerktuigkundige.....	69½
(iv) Bestuurder van 'n motorvoertuig waarvan die gewig sonder vrag saam met die gewig van enige sleepwa of sleepwaens, wat deur so 'n voertuig getrek word—	
(a) nie 4,000 lb. oorskry nie.....	21
(b) 4,000 lb. oorskry maar nie 6,000 lb. nie.....	38
(c) 6,000 lb. oorskry maar nie 10,000 lb. nie.....	46½
(d) 10,000 lb. oorskry maar nie 20,000 lb. nie.....	55
(v) Versendingsklerk, magasynmeester, pakhuisman en tydopnemer.....	35½
(vi) Wag, R12.50 per week.....	
(vii) Verpakker.....	27
(viii) Leerlingverpakker.....	17½
(ix) Metaaldele buig, pons met klinknaels, boor en/of aanmeekaarsit.....	
(x) Werknemers in diens in verband met enige van die prosesse in die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele.....	23
(xi) „Loswerknemers”, die loon voorgeskryf vir die klas werk wat so 'n los werknemer verrig.	

XVI. *Kantoorwerknemers.*—Ondanks andersluidende bepalinge in hierdie ooreenkoms, is onderstaande lone aan manlike en vroulike kantoorwerknemers betaalbaar:—

Manlik:	Per maand. R	Vroulik:	Per maand. R
Eerste jaar diens.	40.00	Eerste jaar diens.	36.00
Tweede jaar diens.	54.00	Tweede jaar diens.	44.00
Derde jaar diens.	68.00	Derde jaar diens.	54.00
Vierde jaar diens.	82.00	Vierde jaar diens.	63.00
Vyfde jaar diens.	98.00	Daarna.	72.00
Daarna.	110.00		

AANHANGSEL A.

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

Naam en adres van werkgever

Week wat eindig op

Indeks- nommer deur Raad toe- gewys.	Familienaam van werknemer.	Voornaam of -name van werknemer.	Beroep.	Uur- loon.	Getal ure gewerk ge- durende week.	Totale besol- diging betaal.	Bedrag waarop vakansie- bonus betaal word.	Totale getal ure siek.	Bedrag betaal- aan siekfond.	Bedrag betaal- baar aan die Sentrale Fonds.	Pensioen- fonds- bydrae.
						R					

AANHANGSEL B.

[Kennisgewing vereis ingevolge klousule 7 (10) van die Ooreenkoms.]

Dag.	Begintyd.	Sluitingstyd.	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.
Voormiddagpouse	vm. tot	vm.	
Namiddagpouse	nm. tot	nm.	

AANHANGSEL C.

GENEESKUNDIGE SERTIFIKAAT INGEVOLGE KLOUSULE 26 (2) VAN DIE OOREENKOMS.

Ek sertifiseer dat ek (naam voluit)

Geslag, Ras, wat verklaar dat sy /haar teenswoordige ouderdom

is, medies ondersoek het met die volgende bevindings:—

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

- Toestand van hart en bloedsomloop
- Aan- of afwesigheid van liggaamlike gebreke of wanstaltigheid insluitende breuke
- Toestand van longe
- Toestand van mangel en adenoïde
- Toestand van nekkliere
- Toestand van tande
- Gehoor
- Oë
- Aansteeklike siektes
- Pedikulose
- Liggaamlike ontwikkeling

Plek
Datum 19

Geneeskundige Beamppte.

Geteken te Bloemfontein op 7 Maart 1968.

W. P. GERMISHUIZEN, *Voorsitter van die Nywerheidsraad.*
J. J. ANTONIE, *Ondervoorsitter van die Nywerheidsraad.*
G. D. J. JORDAAN, *Sekretaris van die Nywerheidsraad.*

No. R. 785. 3 May 1968.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE.

I, Marais Viljoen, Minister of Labour, hereby, in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Furniture Manufacturing Industry, published under Government Notice No. R. 784 of 3 May 1968.

M. VILJOEN,
Minister of Labour.

No. R. 786. 3 May 1968.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, published under Government Notice No. R. 784 of 3 May 1968, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 785. 3 Mei 1968.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942.

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Meubelnywerheid wat by Goewermentskennisgewing No. R. 784 van 3 Mei 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 786. 3 Mei 1968.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

MEUBELNYWERHEID, ORANJE-VRYSTAAT.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing No. R. 784 van 3 Mei 1968, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

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