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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2092

24 November 1972

INDUSTRIAL CONCILIATION ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE**

MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1973, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 9 (4) (e), 12, 22, 24 and 25 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1973, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West and in that portion of the Magisterial District of Taung which prior to 1 December 1971 (Government Notice 1891 of 22 October 1971) fell within the Magisterial District of Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2092

24 November 1972

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, WES-KAAPLAND

HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1973 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings 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 (1), 2, 9 (4) (e), 12, 22, 24 en 25 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1973 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes en in daardie gedeelte van die landdrosdistrik Taung wat voor 1 Desember 1971 (Goewermenskennisgewing 1891 van 22 Oktober 1971) binne die landdrosdistrik Barkly-Wes geval het, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en

excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1973, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 9 (4) (e), 12, 22, 24 and 25 of Part I, 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.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE AGREEMENT

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

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa; and

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape.

PART I

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West and in that portion of the Magisterial District of Taung which prior to 1 December 1971 (Government Notice 1891 of 22 October 1971) fell within the Magisterial District of Barkly West, Britstown, De Aar, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg by all employers who are members of the employers' organisation and engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and employed in that Industry.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall—

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall continue in force until 30 June 1973.

Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermmentskennisgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1), 2, 9 (4) (e), 12, 22, 24 en 25 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1973 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *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.

BYLAE

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa en

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland.

DEEL I

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, en in daardie gedeelte van die landdrosdistrik Taung wat voor 1 Desember 1971 (Goewermmentskennisgewing 1891 van 22 Oktober 1971) in die landdrosdistrik Barkly-Wes geval het, Britstown, De Aar, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermmentskennisgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het, deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in daardie Nywerheid werksaam is.

(2) Ondanks die bepalings van subklousule (1) is die bepalings van hierdie Ooreenkoms—

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

(b) van toepassing op vakleerlinge, vir sover hulle nie met die bepalings van die Wet op Vakleerlinge, 1944, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarvolgens vasgestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 (1) van die Wet vasstel, en bly van krag tot 30 Junie 1973.

3. DEFINITIONS

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

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

“Act” means the Industrial Conciliation Act, 1956;

“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;

“Area A” means the Magisterial District of Bellville, The Cape, Simonstown, Wynberg and Kimberley;

“Area B” means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hermanus, Hopefield, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Vredendal, Victoria West, Wellington, Williston, Worcester, Barkly West and that portion of the Magisterial District of Taung which prior to 1 December 1971 (Government Notice 1891 of 22 October 1971) fell within the Magisterial District of Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg;

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

“casual employee” means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

“Council” means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section 19 of the Industrial Conciliation Act, 1956;

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

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

“foreman” means an employee who is in charge of the employees in an establishment, or department thereof, who exercises control over such employees, and is responsible for the efficient performance by them of their duties;

“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 material used, and shall include, inter alia, the following operations:

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in die Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van dié wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, en omgekeerd.

(1) Tensy dit onbestaanbaar is met die samehang, is die volgende woordskrywings van toepassing op Dele I en II van dié Ooreenkoms en beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

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

“gebied A” die landdrosdistrikte Bellville, Die Kaap, Simonstad, Wynberg en Kimberley;

“gebied B” die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hermanus, Hopefield, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Vredendal, Victoria-Wes, Wellington, Williston, Worcester, Barkly-Wes en daardie gedeelte van die landdrosdistrik Taung wat voor 1 Desember 1971 (Goewermentskenningsgewing 1891 van 22 Oktober 1971) in die landdrosdistrik Barkly-Wes geval het, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kuruman, Philipstown en Prieska; maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskenningsgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het;

“bonus” (a) enige betaling; benewens die voorgeskrewe of ooreengekome loon van 'n werknemer, wat ontstaan uit diens ingevolge 'n bonusaansporingskema wat as sodanig in die loonregister bepaal is; (b) enige ander spesiale of geleentheidsbetaling deur 'n werkgever aan 'n werknemer bo en behalwe die voorgeskrewe of ooreengekome loon, as sodanig deur hom in die loonregister gestipuleer, en wat die werkgever na willekeur kan terugtrek;

“los werknemer” 'n werknemer wat op hoogstens drie dae in 'n bepaalde week by dieselfde werkgever in diens is ten einde grondstowwe van watter aard ook al te laai en/of af te laai en/of te stoor;

“Raad” die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland, geregistreer ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956;

“diens” die totale duur van alle tydperke van 'n werknemer se diens in die Meubelnywerheid;

“bedryfsinrigting” enige plek waar die Meubelnywerheid beoefen word en ook enige plek waar 'n persoon in diens is in almal of enigeen van die klasse werk gespesifiseer in Deel II van dié Ooreenkoms.

“voorman” 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom;

“Meubelnywerheid” of “Nywerheid” sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal gebruik, en omvat onder andere, die volgende werksaamhede:

Herstel, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, hout-sneewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroes of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en omvat die vervaardiging of prosesse vir die vervaardiging van beddegoed wat op so 'n wyse omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, oortreksels, kussings, peule en stoelkussings insluit, en omvat die bedrywighede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die herstel, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar meubels vervaardig word of enige werksaamheid in verband met die finale voorbereiding van alle artikels vir verkoop, deels of in die geheel verrig word en die fineer van deure gemaak van lamelblokbord of laaghout wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels van hoofsaaklik van riet, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"hourly rate" means, subject to clause 37 (2) of this Agreement, the weekly rate of the employee concerned as prescribed in this Agreement divided by 44;

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

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

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

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

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

"caretaker" means an employee who is resident on the factory premises for which and for the contents of which he is responsible, who directs and supervises the cleaning staff and who may engage or discharge subordinate staff;

"despatch clerk" means an employee engaged in clerical duties and who is responsible for the packing of goods for transport or delivery, and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

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

"improver" means an employee who has completed a contract of apprenticeship, and who works for a period of one year only from date of completion of his apprenticeship contract at the rates prescribed in clause 1 (b) of Part II of this Agreement, in order to accustom himself to the duties and responsibilities of an employee for whom wages are prescribed in clause 1 (a) of Part II of this Agreement;

"juvenile" means an employee under the age of 21 years, excluding apprentices and employees performing the operations specified in clause 12 of Part II of this Agreement;

"learner" means an employee, other than an apprentice, learner packer, or probationer, who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate issued to him in terms of clause 28 of this part of the Agreement;

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

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

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

"packer" means an employee who is engaged in the packing, baling and crating of goods;

"probationer" means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice or employees performing the operations specified in clause 12 of Part II of this Agreement;

"storeman" means an employee who is in charge of stores or finished products and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store, and for delivery of goods from a store to consuming departments;

"time-keeper" means an employee who superintends the clocking in and out of all employees;

"watchman" means an employee who is engaged in guarding premises or other property.

4. PIECE-WORK

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

5. INCENTIVE BONUS

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such

"uurloon" behoudens klousule 37 (2) van hierdie Ooreenkoms, die weekloon van die betrokke werknemer soos in die Ooreenkoms voorgeskryf, gedeel deur 44;

"stukwerk" enige stelsel waarvolgens besoldiging gebaseer word op die hoeveelheid of opbrengs van werk wat verrig is;

"besoldiging" enige bedrag aan 'n persoon betaal of aan hom verskuldig wat op enige wyse ook al uit diens voortspruit;

"werkende eienaar" of "werkende vennoot" iemand wat persoonlik enige van die werksaamhede in Deel II van hierdie Ooreenkoms gespesifiseer, in sy eie inrigting verrig;

"korttyd" 'n vermindering van die aantal gewone werkeure in 'n bedryfsinrigting, weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie veroorsaak deur ongelukke of ander onvoorsiene noodgevalle.

(2) Tensy dit onbestaanbaar is met die samehang, is die volgende woordomskrywings van toepassing op Deel II van die Ooreenkoms:

"opsigter" 'n werknemer wat op die fabriekspersoneel woon waarvoor en vir die inhoud waarvan hy verantwoordelik is, wat toesig hou oor die skoonmaakpersoneel, hulle hul opdragte gee en wat ondergeskikte personeel mag aanstel of ontslaan;

"versendingsklerk" 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering, en wat toesig mag hou oor die verpakking, massabepaling en/of bymekaarmaak van sodanige goedere die nagaan van pakkies en die merk en adresseer daarvan;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n monsterjong, wat goedere aflewer en vervoer, en vir die toepassing van hierdie woordomskrywing omvat "n motor voertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat 'n drywer bestee aan werk in verband met die motorvoertuig of die vrag, en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

"ambaggesel" 'n werknemer wat 'n leerkontrak voltooi het en vir 'n tydperk van slegs een jaar vanaf die voltooiingsdatum van sy leerkontrak teen die lone voorgeskryf in klousule (1) (b) van Deel II van hierdie Ooreenkoms werk ten einde homself gewoond te maak aan die pligte en verantwoordelikhede van 'n werknemer vir wie lone in klousule (1) (a) van Deel II van hierdie Ooreenkoms voorgeskryf word;

"jeugdige" 'n werknemer onder 21 jaar, uitgesonderd vakleerlinge en werknemers wat die werksaamhede verrig wat in klousule 12 van Deel II van hierdie Ooreenkoms uiteengesit word;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, leerling-verpakker, of proefleerling, wat ten tye van sy indiensneming 'n minderjarige is of was, en wat in diens is om enige klas werk aan te leer wat gespesifiseer word op sy leerlingstifikaat wat ingevolge klousule 28 van hierdie Deel van die Ooreenkoms aan hom uitgereik is;

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

"masjienonderhoudwerktuigkundige" 'n werknemer wat uitsluitlik in diens is in engeen van of al die volgende werksaamhede:

Foute in masjinerie opspoor, masjinerie nasien of herstel wat in of in verband met 'n bedryfsinrigting gebruik word of toesig hou oor almal of engeen van die werksaamhede;

"verpakker" 'n werknemer wat goedere verpak, baal en in kratte verpak;

"proefleerling" 'n werknemer onder 21 jaar oud wat in diens is in 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, maar omvat nie 'n vakleerling of werknemers wat die werksaamhede verrig wat in klousule 12 van Deel II van hierdie Ooreenkoms uiteengesit word nie;

"magasynman" 'n werknemer in beheer van voorrade of afgewerkte goedere en wat verantwoordelik is vir die ontvangs, opberging, bymekaarmaak, verpak of uitpak van goedere in 'n magasyn, en vir die lewering van goed uit die magasyn aan die verbruiksafdelings;

"tydhouer" 'n werknemer wat toesig hou oor die inklok en uitklok van alle werknemers;

"wag" 'n werknemer wat persele of ander eiendom bewaak.

4. STUKWERK

Behoudens klousule 5 mag geen werkgewer van enige persoon vereis of hom toelaat om stukwerk of enige werk volgens 'n ander stelsel waarby verdienste gebaseer word op hoeveelheid werk verrig, te doen nie.

5. AANSPORINGSBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy geregtig sou wees kragtens hierdie Ooreenkoms nie, mag 'n werkgewer 'n werknemer se besoldiging grond op die hoeveelheid werk gedoen of werkproduksie: Met dien verstande dat geen sodanige stelsel van

system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclauses (2), (3) and (4) of this clause.

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

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

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

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

6. OUTWORK

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

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or work rooms which are not factories as defined in that Act registered with the Council or local committee and used solely for work in the Furniture Industry, except such outwork as is provided for in subclause (1) of this clause.

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or watchman, or on the delivery of goods, or a foreman in receipt of a salary of not less than R300 per month—

(a) to work for more than 44 hours, excluding meal times in any one working week, which shall be observed from Monday to Friday inclusive;

(b) to work for more than eight hours, excluding meal times, on any one day: Provided that in any factory in which—

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

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

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

(d) who is a female to work—

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

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

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

(a) ten hours; or

(b) a number of hours (which may exceed 10) fixed by the Council by notice, in writing, to the employer, specifying the

besoldiging toelaatbaar is nie, uitgesonderd in die vorm van 'n aansporingskema waarvan die bepaling deur ooreenkoms vasgestel is soos genoem in subklousules (2), (3) en (4) van hierdie klousule.

(2) Alle werkgewers wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met enigeen van die vakverenignisse, wat 'n party by hierdie Ooreenkoms is en wie se lede daarby betrokke is, oor die bepaling van so 'n skema kan ooreenkom.

(3) Die bepaling van sodanige aansporingskema en alle daars opvolgende veranderinge daarvan waarvoor die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig die ander party skriftelik sodanige kennis gegee het soos deur die partye ooreengekom mag word wanneer hulle sodanige ooreenkoms aangaan.

(4) 'n Werknemer wat vir enige tydperk volgens 'n aansporingsbonuskema werk, moet die volle bedrag deur die werkgewer betaal word wat hy ingevolge die aansporingsbonuslone waarvoor ingevolge hierdie klousule ooreengekom is, verdien het.

(5) 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, uitgesonderd as dié werk die voltooiing is van 'n bestelling wat by die werkgewer geplaas is, en bestaan uit paswerk, inmeekaarsit, herstel of poleer van meubels in persele wat behoort aan of geokkupeer word deur die persoon vir wie die werk onderneem word.

(2) Geen werknemer wat in die Meubelnywerheid werksaam is, mag, terwyl hy in die diens van 'n werkgewer in sodanige Nywerheid is, vir eie rekening of namens 'n ander persoon of firma teen beloning, werk in verband met die Meubelnywerheid onderneem of bestellings, met die doel om dit te verkoop, daarvoor vra of neem nie, afgesien daarvan of hy daarvoor vergoed word of nie.

(3) Geen werkgewer en/of werknemer mag enige werk in verband met die Meubelnywerheid onderneem op enige ander perseel as dié wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, of in werkkamers wat nie fabriek soos in dié Wet omskryf nie, wat geregistreer is by die Raad of plaaslike komitee en uitsluitlik vir werk in die Meubelnywerheid gebruik word, uitgesonderd sodanige buitewerk as dié waarvoor voorsiening in subklousule (1) van hierdie klousule gemaak word.

7. WERKURE

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as 'n opsigter of wag, of by die aflewering van goedere, of 'n voorman wat 'n salaris van minstens R300 per maand ontvang, vereis of hom toelaat—

(a) om langer as 44 uur, etensstye uitgesluit, in 'n bepaalde werkweek—synde van Maandag tot en met Vrydag—te werk nie; of

(b) om langer as agt uur, etensstye uitgesluit, op 'n bepaalde dag te werk nie: Met dien verstande dat daar in 'n fabriek waarin—

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

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

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

(d) om, ingeval die werknemer 'n vrou is, te werk—

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

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

(2) Ondanks die bepalinge van subklousule (1) (a) en (b) van hierdie klousule en behoudens die bepalinge van klousule 10 van Deel I van die Ooreenkoms, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk wat in 'n bepaalde week onderstaande nie te bowe gaan nie:

(a) Tien uur; of

(b) 'n getal ure (wat meer as 10 mag wees) vasgestel deur die Raad by wyse van 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of die klas werknemer ten opsigte

employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year;
- (iv) after completion of her ordinary working hours for more than one hour on any day unless he has—

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

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

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

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

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

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

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

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

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

8. SHORT-TIME

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

For the purpose of this clause the following "sections" shall be recognised:

Polishing by hand or machine, furniture machining, furniture making, upholstery, veneering, framemaking and bedding making.

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

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

9. PAYMENT OF WAGES AND OVERTIME

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

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

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

van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, bepaal word:

Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om soos volg oortyd te werk nie:

- (i) Vir meer as twee uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as 60 dae in 'n jaar;
- (iv) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy hy—

(aa) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of

(bb) aan sodanige werknemer voor sy met oortyd moet begin, 'n toereikende ete verskaf het; of

(cc) aan sodanige werknemer betyds 'n toelae van 15c betaal het om dié werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

(3) 'n Werknemer word geag te gewerk het bo en behalwe enige tydperk wat hy inderdaad werk—

(a) gedurende 'n hele pouse in sy werk as hy nie vry is om die perseel van sy werkgewer vir dié hele pouse te verlaat nie; of

(b) gedurende enige ander tydperk wat hy binne die perseel van sy werkgewer is:

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

(4) Die gewone werkure van 'n wag mag hoogstens 72 uur per werkweek van ses dae wees: Met dien verstande dat daar van 'n wag vereis kan word om sewe nagte per week te werk, en in dié geval moet sy werkgewer hom, benewens sy weekloon, 'n bedrag betaal wat gelyk is aan een-derde van sy weekloon ten opsigte van werk wat op die sewende nag van die week gedoen word.

(5) Elke werkgewer moet in sy bedryfsinrigting in 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing ten toon stel in die vorm voorgeskrif in Aanhangsel B van hierdie deel van die Ooreenkoms waarin die begin- en ophoud van die werk vir elke dag van die week en die etensuur aangegee word.

8. KORTTYD

(1) As dit as gevolg van bedryfslapte in 'n fabriek onmoontlik gevind word om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk regverdig onder die betrokke werknemers in 'n afdeling uit te deel, en indien dit nodig gevind word om werknemers vir wie lone voorgeskrif word in klousule 1 van Deel II van die Ooreenkoms te ontslaan, moet die werknemers wat eerste ontslaan word, dié wees wat die laagste lone verdien: Met dien verstande dat geen werknemer as gevolg van 'n bedryfslapte ontslaan moet word totdat die werkure op korttyd onder 35 uur per week oor 'n aaneenlopende tydperk van vier weke daal nie.

Vir die toepassing van hierdie klousule word ondergenoemde "afdelings" erken:

Met die hand of masjien poleer, meubelmasjienwerk, meubelmakery, stoffeer, fineer, rame maak, beddegoed maak.

(2) 'n Werknemer wat hom op enige dag op die gewone begintyd van die bedryfsinrigting vir diens aanmeld, en vir wie geen werk beskikbaar is nie, moet minstens vier uur se lone ten opsigte van dié dag betaal word, tensy hy die vorige dag deur sy werkgewer in kennis gestel is dat sy dienste nie op die betrokke dag nodig sou wees nie.

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

9. BETALING VAN LONE EN OORTYDLONE

(1) Lone en oortydlone moet weekliks tussen 4.30 nm. en 5.45 nm. op die betaaldag of by diensbeëindiging indien dit voor dié gewone betaaldag val, in kontant betaal word. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, uitgesonderd wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

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

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

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

(a) Where an employee is absent from work, other than at the request of or on instructions of his employer, a *pro rata* amount for the actual time lost: Provided that no deduction for absence from work shall be made from the wages of an employee who is employed at a fixed weekly or monthly wage;

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

(c) contributions in terms of clause 17 of Part I of this Agreement;

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

(e) deductions to the funds of any of the trade unions as provided for in clause 12 of this Agreement.

10. OVERTIME

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) of this part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (5) of this part of the Agreement shall be regarded as overtime and shall, subject to the provisions of subclause (2), be paid as follows for each hour or part of an hour worked:

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

(b) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays or after 6 p.m. on Saturdays, at double the hourly rate of the employee concerned; for any time worked on Good Friday, Easter Monday, the Day of the Covenant, Christmas Day, New Year's Day, Ascension Day and Republic Day, in addition to the day's pay due in respect of each of these days, at the ordinary rate of remuneration.

(c) 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 (a) and (b) of this subclause, at one and a third times the hourly rate.

(d) For all hours in excess of 44 per week at one and a third times the hourly rate.

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

(3) Notwithstanding the provisions of subclause (1) of this clause, no work shall be performed on a Sunday unless the employer concerned has obtained the prior permission of the Council, in writing.

(4) The provisions of subclause (1) of this clause shall not apply to drivers of motor vehicles, whose ordinary hours of work shall be 44 hours per week, but who may be required, whenever necessary, to work four hours overtime each week without remuneration for such overtime. Any time worked in excess of 48 hours shall be paid for at a rate of one and a third times the hourly rate of the employee concerned. For any time worked on Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day such employee shall in addition to the day's pay due in respect of these days be paid at the ordinary rate of remuneration. For any work performed on Sundays, a driver of a motor vehicle shall be paid at least twice a full day's remuneration. For the purpose of this subclause, the overtime in respect of which remuneration will not be payable to a driver of a motor vehicle, must be worked during the ordinary working week from Monday to Friday, and must arise from the delivery of goods only.

(5) (a) For any time worked on a Sunday not exceeding four (4) hours an employee, other than a driver of a motor vehicle, shall be paid at least the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday.

(b) For any time worked on a Sunday exceeding four (4) hours, an employee, other than a driver of a motor vehicle, shall be paid remuneration at a rate of not less than double his ordinary hourly rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double his ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

(4) Daar mag, ten opsigte van skade aan materiaal berokken, geen bedrag in rekening gebring word of enige bedrag van watter aard ook al afgetrek word van die bedrag wat aan 'n werknemer verskuldig is nie, uitgesonderd die volgende:

(a) Indien 'n werknemer van die werk afwesig is, uitgesonderd op versoek of op las van sy werkgever, 'n eweredige bedrag vir die werklike tyd verloor: Met dien verstande dat geen bedrag vir afwesigheid van werk afgetrek mag word van die loon van 'n werknemer wat teen 'n vaste week- of maandloon in diens is nie;

(b) met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekerings-, pensioen- of ander soortgelyke fondse;

(c) bydraes ingevolge klousule 17 van Deel I van die Ooreenkoms;

(d) enige bedrag wat 'n werkgever ingevolge 'n statutêre wet, ordonansie of regsgeding ten behoeve van 'n werknemer moet betaal;

(e) 'n bedrag vir bydraes tot die fondse van engeen van die vakverenigings, ooreenkomstig die bepalings van klousule 12 van hierdie Ooreenkoms.

10. OORTYDWERK

(1) Alle tyd gewerk bo die weeklikse of daelike ure voorgeskryf in klousule 7 (1) van dié deel van die Ooreenkoms of buite die gewone werke soos bepaal in die kennisgewing wat ingevolge klousule 7 (5) van dié deel van die Ooreenkoms ten toon gestel moet word, word geag oortyd te wees en daarvoor moet, behoudens die bepalings van subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur gewerk:

(a) Vir alle tyd gewerk na die gewone uitskeityd en tot 10 nm. op enige dag van Maandag tot Vrydag of tot 6 nm. op Saterdag, teen een en 'n derde maal die uurloon van die betrokke werknemer.

(b) Vir alle tyd gewerk tussen 10 nm. en die gewone aanvangtyd van Maandae tot Vrydae of na 6 nm. op Saterdag, teen twee maal die uurloon van die betrokke werknemer; vir alle tyd gewerk op Goede Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag, Hemelvaartsdag en Republiekdag, benewens die dagloon verskuldig ten opsigte van elk van dié dae, teen die gewone besoldiging.

(c) Vir alle ure gewerk bo en behalwe die daelike ure bepaal in klousule 7 (1) van hierdie Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (a) en (b) van hierdie subklousule betaalbaar is nie, teen een en 'n derde maal die uurloon.

(d) Vir alle ure bo en behalwe 44 per week, teen een en 'n derde maal die uurloon.

(2) Indien oortyd wat op 'n daelike grondslag bereken is, verskil van oortyd op 'n weeklikse grondslag bereken, moet die grondslag wat vir die betrokke werknemer die gunstigste is, toegepas word.

(3) Ondanks die bepalings van subklousule (1) van dié klousule, mag geen oortyd op Sondag gewerk word nie, tensy die betrokke werkgever vooraf skriftelike toestemming van die Raad verkry het.

(4) Die bepalings van subklousule (1) van dié klousule is nie van toepassing nie op drywers van motorvoertuie wie se gewone werke 44 uur per week is, maar van wie vereis kan word om, indien oortyd, elke week vier uur oortyd te werk sonder om vir sodanige oortyd betaal te word. Vir tyd gewerk wat 48 uur te bowe gaan, moet betaal word teen een en 'n derde maal die uurloon van die betrokke werknemer. Vir tyd gewerk op Goede Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag moet sodanige werknemer, benewens die dag se besoldiging verskuldig ten opsigte van dié dae, teen die gewone skaal van besoldiging betaal word. Vir enige werk op Sondag gedoen, moet 'n drywer van 'n motorvoertuig teen minstens dubbel 'n volle dag se besoldiging betaal word. Vir die toepassing van hierdie subklousule, moet die oortyd ten opsigte waarvan 'n drywer van 'n motorvoertuig nie besoldig word nie, gedurende die gewone werkweek van Maandag tot Vrydag verrig word en moet dit slegs as gevolg van die aflewing van goedere ontstaan.

(5) (a) Vir tyd op 'n Sondag gewerk, wat hoogstens vier (4) uur beloop, moet 'n werknemer, uitgesonderd 'n drywer van 'n motorvoertuig, minstens die gewone besoldiging betaal word wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.

(b) Vir tyd op 'n Sondag gewerk, wat meer as vier (4) uur is, moet 'n werknemer, uitgesonderd 'n drywer van 'n motorvoertuig, besoldig word teen minstens twee maal sy gewone uurloon, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldig word teen minstens twee maal die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, en wel die grootste van die twee bedrae.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

(1) An employee who is included in one of the classes mentioned in Part II of this Agreement and who at the date of coming into operation of this Agreement is receiving a higher wage than the minimum for such class shall so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date subject to the condition that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

(2) An employee whose rate of remuneration as at the date of coming into operation of this Agreement is in excess of that prescribed, shall receive an increment equal to the difference between the wage prescribed for his class of work in this Agreement and the wage prescribed for such class of work for the period 14 January 1972 to 30 June 1972 in the Agreement published under Government Notice R. 2011, dated 11 July 1969. This provision shall not apply to those employees for whom wages are prescribed in clause 14 of Part II of this Agreement.

12. TRADE UNION CONTRIBUTIONS

Every employer shall each week deduct from the wages of each of his employees all contributions which are payable by the employees to the trade union of which he is a member.

The contributions so collected shall be paid, not later than the 10th day of each month following that in respect of which they were due, to the Secretary of the Council.

13. HOLIDAYS

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

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day and Republic Day shall be paid holidays.

(2) All factories shall close from 24 December to 13 January (both days inclusive).

(3) (a) Every employer shall pay each week into the Cape Furniture Central Holiday Fund, continued in terms of this Agreement, in respect of each of his employees, excluding learners for whom wages are prescribed in clause 2 of Part II of the Agreement, apprentices, office employees and employees in respect of whom a fixed weekly or monthly wage is payable and which wage is not subject to deductions in respect of the employee's absence from work, the amount shown in Table A, regardless of the number of hours worked by such an employee during the week. Should an employee absent himself from work, the employer may deduct from the weekly wage of the employee concerned, an amount calculated by multiplying the total time of absence by the deduction permissible for each category of employment shown in Table B hereunder. Where the absence is due to illness (and the employee can on demand by the employer produce a medical certificate) or short-time, the deduction to be made from the wage of the employee shall be calculated by multiplying the total time of absence by the deduction permissible for each category of employment as shown in Table C hereunder:

TABLE A

Prescribed weekly wage		Weekly contributions to Holiday Fund	
Area A	Area B	Area A	Area B
R	R	R	R
39,90	35,91	3,19	2,87
31,92	28,73	2,55	2,30
27,56	24,81	2,20	1,98
26,60	23,94	2,13	1,92
25,46	22,92	2,04	1,83
—	22,31	—	1,78
22,31	20,09	1,78	1,61
20,58	18,52	1,65	1,48
17,01	15,31	1,36	1,22
16,41	14,77	1,31	1,18
15,23	13,70	1,22	1,10
14,64	13,18	1,17	1,05
13,74	12,38	1,10	0,99
13,65	12,29	1,09	0,98
11,97	10,77	0,96	0,86
10,48	9,44	0,84	0,76
9,29	8,37	0,74	0,67
7,84	7,07	0,63	0,57
6,64	5,97	0,53	0,48

11. WERKNEMERS WAT HOËR LONE AS DIE VOORGE-SKREWE LONE ONTVANG

(1) 'n Werknemer wat ingesluit is in een van die klasse genoem in Deel II van die Ooreenkoms 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 die diens van dieselfde werkgever bly en dieselfde klas werk verrig, 'n loon betaal word wat minstens gelyk is aan die loon wat hy op dié datum ontvang, behoudens die voorwaarde dat die Raad 'n vermindering van sodanige hoër loon kan magtig na die peil voorgeskryf in hierdie Ooreenkoms vir 'n werknemer van sy klas.

(2) 'n Werknemer wie se skaal van besoldiging op die datum waarop hierdie Ooreenkoms in werking tree meer is as die voorgeskrewe tarief, moet 'n verhoging ontvang gelyk aan die verskil tussen die loon vir sy klas werk in hierdie Ooreenkoms voorgeskryf en dié loon vir sy klaswerk vir die tydperk 14 Januarie 1972 tot 30 Junie 1972 voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2011 van 11 Julie 1969. Hierdie bepaling is nie van toepassing op die werknemers vir wie lone in klousule 14 van Deel II van hierdie Ooreenkoms voorgeskryf is nie.

12. VAKVERENIGINGBYDRAES

Elke werkgever moet weekliks van die loon van elkeen van sy werknemers alle bydraes aftrek wat die werknemers moet betaal aan die vakvereniging waarvan hulle lede is.

Die bydraes wat aldus ingesamel word, moet voor of op die 10de dag van elke maand wat volg op dié ten opsigte waarvan dit verskuldig was, aan die Sekretaris van die Raad betaal word.

13. VAKANSIE

Ondervermelde bepalings moet nagekom word deur alle werk-gewers en werknemers vir wie lone in Deel II van die Ooreen-koms voorgeskryf word:

(1) Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag is vakansiedae met besoldiging.

(2) Alle fabriek moet gesluit wees van 24 Desember tot en met 13 Januarie.

(3) (a) Elke werkgever moet elke week die bedrag aangetoon in Tabel A, in die Sentrale Vakansiefonds van die Kaapse Meubeln-ywerheid wat ingevolge hierdie Ooreenkoms voortgesit word, inbetal ten opsigte van elkeen van sy werknemers, uitgesonderd leerlinge vir wie lone in klousule 2 van Deel II van die Ooreen-koms voorgeskryf word, vakleerlinge, kantoorwerknemers en werknemers wat 'n vasgestelde week- of maandloon ontvang en wat nie aan aftrekkings ten opsigte van die werknemer se afwesigheid van die werk onderworpe is nie, ongeag die getal ure wat sodanige werknemer in 'n week gewerk het. Ingeval 'n werknemer van die werk af wegbly, kan die werkgever van die weekloon van die betrokke werknemer 'n bedrag aftrek wat bereken word deur die totale tyd van afwesigheid te vermenigvuldig met die aftrek-king wat toelaatbaar is vir elke dienskatgorie in Tabel B hier-onder aangetoon. Wanneer die afwesigheid aan siekte toe te skryf is (en die werknemer op las van die werkgever 'n doktersertifikaat kan voorleë) of aan korttyd, moet die bedrag wat van die werknemer se loon afgetrek word, bereken word deur die totale tyd van afwesigheid te vermenigvuldig met die aftrekking wat toelaatbaar is vir elke dienskatgorie soos in Tabel C hieronder aangetoon:

TABEL A

Voorgeskrewe weekloon		Weeklikse bydraes tot Vakansiefonds	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
39,90	35,91	3,19	2,87
31,92	28,73	2,55	2,30
27,56	24,81	2,20	1,98
26,60	23,94	2,13	1,92
25,46	22,92	2,04	1,83
—	22,31	—	1,78
22,31	20,09	1,78	1,61
20,58	18,52	1,65	1,48
17,01	15,31	1,36	1,22
16,41	14,77	1,31	1,18
15,23	13,70	1,22	1,10
14,64	13,18	1,17	1,05
13,74	12,38	1,10	0,99
13,65	12,29	1,09	0,98
11,97	10,77	0,96	0,86
10,48	9,44	0,84	0,76
9,29	8,37	0,74	0,67
7,84	7,07	0,63	0,57
6,64	5,97	0,53	0,48

TABLE B

Prescribed weekly wage		Hourly deduction from weekly wage if employee stays away of own accord	
Area A	Area B	Area A	Area B
R	R	R	R
39,90	35,91	0,98	0,88
31,92	28,73	0,78	0,71
27,56	24,81	0,68	0,61
26,60	23,94	0,65	0,59
25,46	22,92	0,63	0,56
—	22,31	—	0,55
22,31	20,09	0,55	0,49
20,58	18,52	0,51	0,45
17,01	15,31	0,42	0,38
16,41	14,77	0,40	0,36
15,23	13,70	0,37	0,34
14,64	13,18	0,36	0,32
13,74	12,38	0,34	0,30
13,65	12,29	0,34	0,30
11,97	10,77	0,29	0,26
10,48	9,44	0,26	0,23
9,29	8,37	0,23	0,21
7,84	7,07	0,19	0,17
6,64	5,97	0,16	0,15

TABLE C

Prescribed weekly wage		Hourly deduction for absence due to short-time or illness	
Area A	Area B	Area A	Area B
R	R	R	R
39,90	35,91	0,91	0,82
31,92	28,73	0,73	0,65
27,56	24,81	0,63	0,56
26,60	23,94	0,60	0,54
25,46	22,92	0,58	0,52
—	22,31	—	0,51
22,31	20,09	0,51	0,46
20,58	18,52	0,47	0,42
17,01	15,31	0,39	0,35
16,41	14,77	0,37	0,34
15,23	13,70	0,35	0,31
14,64	13,18	0,33	0,30
13,74	12,38	0,31	0,28
13,65	12,29	0,31	0,28
11,97	10,77	0,27	0,24
10,48	9,44	0,24	0,21
9,29	8,37	0,21	0,19
7,84	7,07	0,18	0,16
6,64	5,97	0,15	0,14

(b) Should any employee receive a wage higher than that prescribed in Part II for the operation performed by him the deduction to be made in respect of any absence due to short-time or illness, shall be determined by dividing his weekly wage by 44. If the employee stays away from work of his own accord the deduction for absence shall be determined by adding 8 per cent to the weekly wage and dividing the total by 44.

(c) In addition to the amount prescribed in paragraph (a) of this subclause, an employee who is paid a weekly wage in excess of that prescribed in Part II of this Agreement, shall be paid by his employer at the time he receives his holiday bonus, an amount calculated at the rate of 8 per cent on the difference between the prescribed wage and the higher wage received by him.

(d) Amounts payable in terms of paragraph (a) hereof shall be paid not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council.

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

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

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

Between 8 and 23 December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Holiday Fund in terms of paragraph (a) hereof in respect of him during the year ending on the first pay-day occurring in November.

TABLE B

Voorgeskrewe weekloon		Bedrag wat afgetrek moet word van die weekloon vir elke uur wat 'n werknemer uit eie beweging wegbly	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
39,90	35,91	0,98	0,88
31,92	28,73	0,78	0,71
27,56	24,81	0,68	0,61
26,60	23,94	0,65	0,59
25,46	22,92	0,63	0,56
—	22,31	—	0,55
22,31	20,09	0,55	0,49
20,58	18,52	0,51	0,45
17,01	15,31	0,42	0,38
16,41	14,77	0,40	0,36
15,23	13,70	0,37	0,34
14,64	13,18	0,36	0,32
13,74	12,38	0,34	0,30
13,65	12,29	0,34	0,30
11,97	10,77	0,29	0,26
10,48	9,44	0,26	0,23
9,29	8,37	0,23	0,21
7,84	7,07	0,19	0,17
6,64	5,97	0,16	0,15

TABLE C

Voorgeskrewe weekloon		Bedrag wat vir elke uur afwesigheid weens korttyd of siekte afgetrek moet word	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
39,90	35,91	0,91	0,82
31,92	28,73	0,73	0,65
27,56	24,81	0,63	0,56
26,60	23,94	0,60	0,54
25,46	22,92	0,58	0,52
—	22,31	—	0,51
22,31	20,09	0,51	0,46
20,58	18,52	0,47	0,42
17,01	15,31	0,39	0,35
16,41	14,77	0,37	0,34
15,23	13,70	0,35	0,31
14,64	13,18	0,33	0,30
13,74	12,38	0,31	0,28
13,65	12,29	0,31	0,28
11,97	10,77	0,27	0,24
10,48	9,44	0,24	0,21
9,29	8,37	0,21	0,19
7,84	7,07	0,18	0,16
6,64	5,97	0,15	0,14

(b) Indien 'n werknemer 'n hoër loon ontvang as dié wat in Deel II voorgeskryf word vir die werksaamheid wat hy verrig, moet die bedrag wat afgetrek moet word ten opsigte van afwesigheid weens korttyd of siekte bereken word deur sy weekloon deur 44 te deel. As die werknemer uit eie beweging van die werk wegbly, moet die aftrekking vir afwesigheid bereken word deur 8 persent by die weekloon te tel en die totaal deur 44 te deel.

(c) Benewens die bedrag in paragraaf (a) van hierdie subklousule voorgeskryf, moet 'n werknemer wat 'n weekloon betaal word wat hoër is as dié wat in Deel II van die Ooreenkoms voorgeskryf word, wanneer hy sy vakansiebonus betaal word, deur sy werkgever 'n bedrag betaal word wat bereken is teen 8 persent op die verskil tussen die voorgeskrewe loon en die hoër loon wat hy ontvang.

(d) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet voor of op die 10de dag van elke maand wat volg op dié ten opsigte waarvan hulle verskuldig is, aan die Sekretaris van die Raad betaal word.

(e) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet deur die werkgever betaal word benewens die loon of oortyd-betaling wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, en moet nie van die loon of oortydbetaling van sodanige werknemer afgetrek word nie.

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

(g) Die Sentrale Vakansiefonds moet aangewend word om aan werknemers 'n vakansiebonus op onderstaande grondslag en oor ondergenoemde tydperke uit te keer:

Tussen 8 en 23 Desember moet elke werknemer 'n vakansiebonus betaal word gelyk aan die bedrag wat ingevolge paragraaf (a) hiervan gedurende die jaar wat eindig op die eerste betaal-dag in November ten opsigte van hom in die Sentrale Vakansiefonds inbetaal is.

(h) Learners for whom wages are prescribed in clause 2 of Part II of the Agreement, shall be paid on the same basis as apprentices, at all times that the factories in which they are employed, are closed.

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

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

(k) Should the estate of an employer be sequestrated, or a company which is an employer be placed in liquidation, and any moneys due by such employer to the Council in terms of paragraph (a) hereof in respect of any period of employment of any employee, not exceeding 12 months, not having been paid, the employee in respect of whom the money is due, shall be deemed to be entitled, on such sequestration, or liquidation, to one and a half days' leave for each month of such period not exceeding 12 months.

(l) Learners for whom wages are prescribed in clause 2 of Part II of this Agreement shall be paid at the wage rates prescribed from 24 December to 13 January (both days inclusive) as if they had worked their normal working hours during this period.

(m) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council shall audit the accounts of the Fund at least once annually and not later than 31 March in each year and prepare a statement showing—

(i) all moneys received—

(aa) in terms of paragraph (a) hereof;
(bb) from any other sources; and

(ii) expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Secretary for Labour.

(n) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original fund was created, the Fund shall be liquidated. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.

(o) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (3) (p) of this clause and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(h) Leerlinge vir wie lone in klousule 2 van Deel II van die Ooreenkoms voorgeskryf word, moet op dieselfde grondslag as vakleerlinge besoldig word, te alle tye waarin die fabriek waarin hulle in diens is, gesluit is.

(i) Die Raad moet van die geld wat aan die Sentrale Vakansiefonds behoort en wat meer is as wat hy nodig het, van tyd tot tyd op vaste deposito of as onmiddellik opeisbaar by 'n bank of geregistreerde bouvereniging belê en rente op sodanige belegging kom die algemene fondse van die Raad toe as vergoeding vir die Raad se bestuur van die Fonds.

(j) Geld verskuldig aan werknemers wat nie opgespoor kan word nie en wat nie betaling binne 'n tydperk van twee jaar geëis het vanaf die datum waarop die geld betaalbaar geword het nie, kom die fondse van die Raad toe.

(k) Indien die boedel van 'n werkgever geskewestree word, of indien 'n maatskappy wat 'n werkgever is, in likwidasië geplaas word, en enige geld deur sodanige werkgever aan die Raad verskuldig ingevolge paragraaf (a) hiervan ten opsigte van enige dienstydperk van 'n werknemer, van hoogstens 12 maande, nie betaal is nie, word daar geag dat die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië, geregtig is op een en 'n half dag verlof vir elke maand van sodanige tydperk van hoogstens 12 maande.

(l) Leerlinge vir wie lone in klousule 2 van Deel II van hierdie Ooreenkoms voorgeskryf word, moet vanaf 24 Desember tot en met 13 Januarie teen die voorgeskrewe lone betaal word asof hulle gedurende hierdie tydperk hul gewone werkure gewerk het.

(m) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se vergoeding deur die Raad vasgestel moet word, moet die rekenings van die Fonds minstens een keer per jaar ouditeer en voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

(i) Alle gelde ontvang—

(aa) ingevolge paragraaf (a) hiervan;
(bb) uit enige ander bron; en

(ii) uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 31 Desember, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Ware kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet daarna in die kantoor van die Raad ter insae lê. Gewaarmerkte afskrifte van die staat, balansstaat en ouditeursverslag moet so spoedig moontlik, maar nie later nie as drie maande na die einde van die tydperk daardeur gedek, deur die Raad aan die Sekretaris van Arbeid gestuur word.

(n) Ingeval die Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk en 'n daaropvolgende ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na 'n ander fonds ingestel vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is nie, moet die Fonds gelikwideer word. Gedurende voormelde tydperk van 12 maande of tot tyd en wyl die Fonds oorgedra is na 'n ander fonds wat hierbo vermeld word of voortgesit word deur 'n daaropvolgende ooreenkoms, moet die Fonds deur die Raad geadminestreer word.

(o) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel 34 (2) van die Wet, kan die Registrateur 'n komitee aanstel uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante, en die Fonds moet steeds deur sodanige komitee geadminestreer word. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of werknemers, na gelang van die geval, sodat daar ewe veel werkgewer- en werknemerverteenwoordigers in die komitee dien. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte te vervul of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds onuitvoerbaar of onwenslik maak, na die mening van die Registrateur, kan hy 'n trustee of trustees aanstel om die pligte van die komitee na te kom, en sodanige trustee of trustees beskik dan oor al die bevoegdhede van die komitee vir dié doel. Indien die Raad nie bestaan nie, moet die Fonds by die verstryking van die Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwideer word op die wyse uiteengesit in subklousule (3) (p) van hierdie klousule en indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds afgehandel en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(p) Upon liquidation of the Fund in terms of paragraph (n) of this subclause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(4) (a) With the exception of office employees, all other employees for whom wages are prescribed in Part II of this Agreement and in respect of whom employers do not contribute to the Central Holiday Fund, shall receive remuneration as if they had worked during the period 24 December to 13 January (both days inclusive).

(b) Office employees shall be granted leave of absence on full pay of not less than two consecutive weeks in respect of each period of 12 months employment. Office employees may be required to take this leave during the period 24 December to 13 January (both days inclusive), or at a date fixed by the employer: Provided, that this date shall not be more than four months after the termination of the period of 12 months in respect of which the leave is due.

(5) An office employee shall, upon termination of employment, receive his full pay in respect of leave which has accrued to him but was not granted to him before the date of termination of his employment, and one day's remuneration in respect of each complete month of employment after the date on which he last became entitled to leave in terms of subclause (4).

An employee, not an office employee, for whom a wage rate is prescribed in Part II of the Agreement, and in respect of whom no contribution is made to the Central Holiday Fund, shall upon termination of employment receive one and a half day's remuneration, in respect of each completed month of employment from 14 January.

14. 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 submit such information as may be required from time to time by the insurers in respect of the said tools.

15. EXEMPTIONS

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of 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 nearest Divisional Inspector of the Department of Labour.

(5) The Council may grant exemption from the provisions of clause 25 (1) of Part I of this Agreement to employers in respect of any relative or in respect of any employee engaged in a supervisory capacity.

(6) All applications for exemption shall be in writing.

16. EXISTING CERTIFICATE

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

(p) By die likwidasie van die Fonds ooreenkomstig paragraaf (n) van hierdie subklousule moet die geld in die krediet van die Fonds na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, in die algemene fondse van die Raad gestort word.

(4) (a) Met uitsondering van kantoorwerknemers, moet alle ander werknemers vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf is en ten opsigte van wie werkgevers nie tot die Sentrale Vakansiefonds bydra nie, besoldiging ontvang asof hulle gedurende die tydperk vanaf 24 Desember tot en met 13 Januarie gewerk het.

(b) Aan kantoorwerknemers moet afwesigheidsverlof met volle betaling van minstens twee agtereenvolgende weke ten opsigte van elke tydperk van 12 maande diens verleen word. Daar kan van kantoorwerknemers vereis word om hierdie verlof te neem gedurende die tydperk 24 Desember tot en met 13 Januarie of op 'n datum wat deur die werkgever vasgestel word: Met dien verstande dat hierdie datum hoogstens vier maande na die beëindiging van die tydperk van 12 maande ten opsigte waarvan die verlof verskuldig is, mag wees.

(5) By beëindiging van diens moet 'n kantoorwerknemer ten volle uitbetaal word ten opsigte van verlof wat hom toekom maar wat nie voor die datum van beëindiging van sy diens aan hom toegestaan is nie, en een dag se besoldiging ten opsigte van elke voltooide maand diens na die datum waarop hy laas op verlof geregtig geword het ooreenkomstig subklousule (4).

'n Werknemer, uitgesonderd 'n kantoorwerknemer, vir wie 'n loonskaal in Deel II van die Ooreenkoms voorgeskryf word, en ten opsigte van wie daar geen bydrae aan die Sentrale Vakansiefonds gemaak word nie, moet by beëindiging van diens een en 'n half dag se besoldiging ten opsigte van elke voltooide maand diens vanaf 14 Januarie ontvang.

14. VERSKAFFING VAN GEREEDSKAP

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

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

15. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enige een van of al die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, indien hy dit gerade ag en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge subklousule (2) van hierdie klousule vasgestel is waarop die vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling geldig is; en
- (e) die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en

(c) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

(5) Die Raad kan vrystelling van die bepalings van klousule 25 (1) van Deel I van hierdie Ooreenkoms aan werkgevers verleen ten opsigte van enige familiebetrekking of enige werknemer wat in 'n toesighoudende hoedanigheid in diens is.

(6) Alle aansoeke om vrystelling moet op skrif wees.

16. BESTAANDE SERTIFIKATE

Ondanks die verstryking van vorige ooreenkomste vir die Nywerheid, behou die Raad beheer oor alle of enige leerlingsskapsertifikaat, uitgereik ingevolge sodanige vorige ooreenkomste totdat dié sertifikate met die verloop van tyd verval of andersins deur die Raad ingetrek of herroep is.

17. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct from the wages of his employees (other than learners, apprentices and office employees) the amount shown hereunder:

- From the wage of an employee for whom a weekly wage of less than R16 is prescribed, three cents;
- from the wage of an employee for whom a weekly wage of R16 or more is prescribed, eight cents.

No deductions shall be made if the total weekly earnings do not exceed R4,10.

To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 10th day of each month, the total sum to the Secretary of the Council.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

(2) Where the employer is a partnership, information in accordance with 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 shall be sent to the Council by every employer of an alteration in respect of any details supplied in terms of subclause (1) of this clause and such notification shall be given within 14 days of such alteration.

19. WORKING PROPRIETORS AND PARTNERS

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

20. EXHIBITION OF AGREEMENT

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

21. KEEPING OF RECORDS

The time and wage records which are required to be kept in terms of section 57 of the Act shall be kept written in a legible manner in ink.

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

23. ADMINISTRATION OF AGREEMENT

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

24. AGENTS

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

The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Manufacturing Industry is carried on at any time when he has reasonable cause to believe any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employee to answer questions put;

17. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgever die bedrag hieronder genoem, van die loon van sy werknemers (uitgesonderd leerlinge, vakleerlinge en kantoorwerknemers) aftrek:

- Van die loon van 'n werknemer vir wie 'n loon van minder as R16 per week voorgeskryf word, drie sent;
- van die loon van 'n werknemer vir wie 'n loon van R16 of meer per week voorgeskryf word, agt sent.

Geen bedrag mag afgetrek word as die totale weeklikse verdienste nie meer as R4,10 is nie.

By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die 10de dag van elke maand aan die Sekretaris van die Raad stuur.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

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

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

19. WERKENDE EIENAARS EN VENNOTE

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

20. TENTOONSTELLING VAN OOREENKOMS

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

21. BYHOU VAN REGISTERS

Die tyd- en loonregisters, wat ingevolge artikel 57 van die Wet gehou moet word, moet met ink en in leesbare skrif bygehou word.

22. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

Elke werkgever moet aan sy werknemers wat verteenwoordigers in die Raad is, elke redelike fasiliteit verleen om hul pligte in verband met vergaderings van die Raad te vervul.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat met die administrasie van hierdie Ooreenkoms belas is en hy kan vir die leiding van werkgevers en werknemers, menings uitspreek en beslissings vel wat nie met die bepalinge daarvan in stryd is nie.

24. AGENTE

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

Die agent het die reg om—

- (a) enige perseel of plek waar die Meubelnywerheid beoefen word, te betree, te inspekteer en te ondersoek te eniger tyd wanneer hy redelike aanleiding het om te glo dat enigeen daarin werksaam is;
- (b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goedvinde, alleen of in teenwoordigheid van ander persone, mondeling te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te eis om die vrae wat gestel word, te beantwoord;

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

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

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

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

25. EMPLOYMENT OF TRADE UNION LABOUR

(1) Members of the trade unions agree to accept employment with members of the employers' organisation only and members of the employers' organisation agree to employ members of the trade unions only: Provided that, apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, this clause shall not apply where an employer or an employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause.

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

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

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

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

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

26. WAGES

Subject to the provisions of clauses 9, 12, 13 and 17 of this Part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II of this Agreement.

27. EMPLOYMENT OF MINORS

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

28. LEARNERS

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

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

(3) (a) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer, the class of work and the operations in respect of which the learnership is granted 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.

(b) Learnership certificates shall be issued only in respect of the classes of work referred to in subclause (6) and in clause (1) (a) of Part II. No certificate shall be issued in respect of any class of work which forms part of a designated trade in terms of the Apprenticeship Act, 1944.

(c) te eis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en na te gaan en 'n afskrif daarvan te maak;

(d) te eis dat alle betaalstate of boeke waarin verslag gehou word van die werklike lone wat betaal word aan 'n werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

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

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

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

(1) Lede van die vakverenigings stem in om slegs van lede van die werkgewersorganisasie werk aan te neem, en lede van die werkgewersorganisasie stem in om slegs lede van vakverenigings in diens te neem: Met dien verstande dat, afgesien van die regte van 'n veronregte persoon ingevolge artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie waar 'n werkgewer of 'n werknemer na die mening van die Raad sonder grondige rede lidmaatskap van 'n party by hierdie Ooreenkoms geweier is.

(2) Vir die toepassing van hierdie klousule beteken lidmaatskap 'n lid kragtens die konstitusies van die vakverenigings of werkgewersorganisasie.

(3) Die voorlegging van 'n kaart en/of sertifikaat deur die sekretaris van die betrokke vakvereniging/organisasie onderteken, is bewys van lidmaatskap van die vakvereniging of werkgewersorganisasie.

Sowel die vakverenigings as die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle bedankings, uitsettings en skorsings van lede van hul onderskeie organisasies. By ontvangs van sulke lys, moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie in kennis stel dat sy kaart en/of sertifikaat van lidmaatskap nie langer vir die toepassing van hierdie klousule geldig is nie.

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

(5) Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnekom: Met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande na die aanvang van sy diens in die Nywerheid, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

26. LONE

Behoudens artikels 9, 12, 13 en 17 van hierdie Deel van die Ooreenkoms, mag geen werkgewer aan 'n werknemer laer lone betaal en geen werknemer mag laer lone aanneem as wat in Deel II van hierdie Ooreenkoms voorgeskryf word nie.

27. INDIENSNEMING VAN MINDERJARIGES

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

28. LEERLINGE

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

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

(3) (a) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk, 'n sertifikaat uitreik waarin vermeld word die naam van die werknemer, ouderdom, minimum loon aan hom betaalbaar, die naam van die werkgewer, die klas werk en die werksaamhede ten opsigte waarvan leerlingskap toegestaan word en die tydperk waarvoor die toestemming geldig is: Met dien verstande dat die Raad, as hy dit wenslik ag, en as subklousule (7) van hierdie klousule nie meer van toepassing is nie, en nadat aan die werkgewer, en die werknemer, een week vooraf skriftelik kennis gegee is, enige sertifikaat wat ingevolge hierdie subklousule uitgereik is, mag intrek, afgesien daarvan of die tydperk waarvoor toestemming verleen is verstryk het of nie.

(b) Leerlingskapsertifikaate moet uitgereik word slegs ten opsigte van die klasse werk in subklousule (6) en in klousule 1 (a) van Deel II vermeld. Geen sertifikaat mag uitgereik word ten opsigte van enige klas werk wat deel uitmaak van 'n aangewese ambag ingevolge die Wet op Vakleerlinge, 1944, nie.

(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 the industry may at the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of subclause (1).

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

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

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

(c) The operation in respect of which learnership in seamstresses' work shall be granted are—

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

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

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

The learnerships in bedding making, seamstresses' or seamstresses' work shall be granted only in a ratio of one learner to each three adult employees engaged in the group of operations referred to in clauses 6 (1) and 10 of Part II of this Agreement.

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

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

(d) The provision of subclause (7) (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has good and sufficient reason to believe have inadequate facilities for training any applicant for learnership.

(8) The period of learnership for the classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnership for the classes of work referred to in clauses 6 and 10 of Part II shall be two years.

29. FORENOON AND AFTERNOON BREAKS

Every employee shall be given a break of 10 minutes both in the forenoon and afternoon each day, which shall be reckoned as time worked.

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

31. ABATEMENT OF WAGES

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

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

(4) 'n Duplikaat van elke sertifikaat, uitgereik ingevolge subklausule (3) van hierdie klausule, moet verskaf word aan die werkgewer wat dit, sodra dit nie meer van krag is nie, aan die Raad moet terugstuur.

(5) Ten einde die minimum loon, betaalbaar aan 'n leerling, vas te stel, kan al sy vorige diens in die Nywerheid na goedvinde van die Raad in aanmerking geneem word en die loonskaal moet aangedui word op die sertifikaat wat ingevolge subklausule (1) deur die Raad uitgereik word.

(6) (a) Sonder die goedkeuring van die Raad mag 'n leerling gedurende sy leerlingenskap nie langer as drie maande in dieselfde werksaamheid in diens wees nie.

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

- (i) Veerdraadplegwerk;
- (ii) die maak van matrassse.

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

- (i) Glipsteekwerk, stik en/of inmeekaarsit van oortrekke, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar omvat nie die uitsny van oortrekke nie;
- (ii) die uitsny van matrasslope en -oortrekke en kopkussings.

(7) (a) Die Raad kan op aansoek die indiensneming van leerlinge in die volgende verhoudings magtig:

Twee leerlinge vir elke vyf werknemers wat die lone ontvang wat in klausule 1 van Deel II van die Ooreenkoms bepaal word.

Die leerlingeskappe by die maak van beddegoed en by die werk van naaiers of naaisters, moet toegestaan word slegs in 'n verhouding van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede in klausules 6 (1) en 10 van Deel II van hierdie Ooreenkoms bedoel.

(b) As die Raad daarvan oortuig is dat daar vir die opleiding van leerlinge behoorlike fasiliteite bestaan en die vereiste aantal volwassenes en/of werknemers wat die lone ontvang wat in klausule 1 van Deel II van hierdie Ooreenkoms voorgeskryf word, nie beskikbaar is nie, mag die getalverhouding van leerlinge verhoog word.

(c) Die Raad het die bevoegdheid om, indien hy oortuig is dat behoorlike opleidingsfasiliteite nie verskaf word nie, of op grond van enige ander afdoende rede, enige sertifikaat wat kragtens hierdie klausule uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(d) Subklausule (7) (a) is nie van toepassing op bedryfsinrigtings wat nie vir 'n ononderbroke tydperk van 12 maande bestaan het nie of bedryfsinrigtings ten opsigte waarvan die Raad afdoende rede het om te glo dat hulle nie oor voldoende opleidingsfasiliteite vir enige applikant vir leerlingenskap beskik nie.

(8) Die leerlingtydperk vir die klasse werk in klausule 1 van Deel II van hierdie Ooreenkoms bedoel, is vier jaar. Die leerlingtydperke vir die klasse werk wat in klausule 6 en 10 van Deel II genoem word, is twee jaar.

29. VOOR- EN NAMIDDAGPOUSES

Elke werknemer moet 'n pouse van 10 minute sowel in die voormiddag as in die namiddag van elke dag toegelaat word wat as tyd gewerk gereken moet word.

30. WERKNEMERS WAT MEER AS EEN WERKSAAKHEID VERRIG

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

31. VERMINDERING VAN LONE

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

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

32. TERMINATION OF EMPLOYMENT

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

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

(3) An employer or employee may terminate a contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice, an amount equal to not less than wages for one hour or for such longer period as agreed upon by the employer and his employee, in terms of subclause (2) of this clause.

(4) The notice referred to in subclauses (1) and (2) hereof shall not run concurrently with any period of annual leave, military training or sick leave.

33. PROHIBITED EMPLOYMENT

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

34. BASIS OF PAYMENT

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

35. NIGHT SHIFT WORK

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

Time worked by all employees after the completion of the usual shift in the establishment concerned shall be regarded as overtime and shall be paid for at the rates prescribed in clause 10.

36. SUBSISTENCE ALLOWANCE

Whenever the work of a driver of a motor vehicle precludes him from returning to his home for his night's rest, he shall be paid in addition to the wage prescribed in clause 10 of Part II of this Agreement, a subsistence allowance of not less than—

	Area A	Area B
	R	R
(1) Where it is necessary for the employee to obtain an evening meal and a bed.....	1,25	1,12
(2) Where it is necessary for the employee to obtain an evening meal, bed and breakfast.....	1,50	1,35
(3) Where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal.....	1,75	1,58

37. HOURLY RATE

(1) Notwithstanding anything to the contrary in this Agreement, all work performed by employees other than caretakers or watchmen, or employees employed on the delivery of goods, or employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the prescribed weekly rate by 44.

(2) In order to determine the hourly rate of caretakers, or watchmen, the prescribed weekly rate shall be divided by 48.

38. CHANGE OF OCCUPATION

Should any employee at any time be required to perform work for which a lower wage is prescribed than for the work which he normally performs, or for which he was engaged, he

32. DIENSBEËINDIGING

(1) Een uur se kennisgewing moet deur die werkgewer of die werknemer gegee word om die dienskontrak te beëindig. Met dien verstande dat dit nie die reg van 'n werkgewer of werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, raak nie.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, kan 'n werkgewer en werknemer skriftelik ooreenkoma om voorsiening te maak vir 'n langer tydperk van kennisgewing as een uur, en versuim om sodanige reëling na te kom, is 'n oortreding van hierdie klousule.

(3) 'n Werkgewer of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur, in plaas van kennisgewing, aan die werknemer 'n bedrag te betaal of aan die werkgewer 'n bedrag te betaal of verbeur, na gelang van die geval, wat gelyk is aan minstens die loon vir een uur of vir sodanige langer tydperk soos deur die werkgewer en sy werknemer ooreengekom kragtens subklousule (2) van dié klousule.

(4) Die kennisgewing in subklousules (1) en (2) hiervan bedoel, mag nie met 'n tydperk van jaarlikse verlof, militêre opleiding of siekteverlof saamval nie.

33. VERBOD OP INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens artikel 83 van die Wet, onthef geen bepaling wat die indiensneming van of diensverskaffing aan 'n werknemer vir enige klas werk of op enige voorwaardes verbied, die werkgewer van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy verplig sou wees om te betaal of na te kom indien die indiensneming of diensverskaffing nie verbied is nie, en die werkgewer moet steeds die besoldiging betaal en die voorwaardes nakom asof dié indiensneming of diensverskaffing nie verbode is nie.

34. BASIS VAN BESOLDIGING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet betaling vir alle werk geskied teen die skaal voorgeskryf vir die werksaamheid of werksaambede verrig, en moet dit nie gebaseer word op die tegniese bedrewenheid of kwalifikasies van die betrokke werknemer nie.

35. NAGSKOFWERK

Indien 'n werkgewer sy bedryfsinrigting sowel gedurende die dag as die nag wil laat werk moet alle tyd wat tussen 6 nm. en 6 vm. gewerk word, geag word nagskofwerk te wees. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en van wie vereis of wat toegelaat word om nagskofwerk te doen, moet benewens die voorgeskrewe loonskaal 'n verdere 10 persent (tien persent) van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

Tyd deur alle werknemers gewerk ná die voltoëing van die gewone skof in die betrokke bedryfsinrigting moet geag word oortyd te wees en daarvoor moet betaal word volgens die lone in klousule 10 voorgeskryf.

36. ONDERHOUDSTOELAE

Wanneer die werk van 'n drywer van 'n motorvoertuig hom verhoed om vir die nag huis toe terug te keer, moet hy, benewens die loon in klousule 10 van Deel II van hierdie Ooreenkoms voorgeskryf, 'n onderhoudstoelae van minstens die volgende betaal word:

	Gebied A	Gebied B
	R	R
(1) As dit vir die werknemer nodig is om aandete en 'n bed te kry.....	1,25	1,12
(2) As dit vir die werknemer nodig is om aandete, bed en ontbyt te kry.....	1,50	1,35
(3) As dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te kry.....	1,75	1,58

37. UURLOON

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet vir alle werk deur werknemers verrig, uitgesonderd die werk verrig deur opsigters of wagte, of werknemers in diens vir die aflewering van goedere, of werknemers wat 'n vaste weeklikse of maandelikse salaris ontvang, betaal word teen 'n uurloon, en hierdie uurloon moet bereken word deur die voorgeskrewe weekloon deur 44 te deel.

(2) Ten einde die uurloon van opsigters of wagte te bereken, moet die voorgeskrewe weekloon deur 48 gedeel word.

38. VERANDERING VAN WERK

Ingeval van 'n werknemer te eniger tyd vereis word om werk te doen waarvoor 'n laer loon voorgeskryf word as vir die werk wat hy gewoonlik doen, of waarvoor hy in diens geneem

will be paid at the lower rate provided he has not during the day performed work for which a higher rate is prescribed. All contributions payable by him and his employer, however, shall be based on the higher wage rate, but any deductions from his weekly wage in terms of clause 13 shall be based on the lower wage rate. No employee shall be permitted to perform work for which a higher wage rate is prescribed than for that which he normally performs, or for which he was engaged.

39. MONTHLY STATEMENT

All payments to be made to the Council in terms of clauses 12, 13 and 17 of this Agreement and clause 8 of the Provident Fund Agreement, published under Government Notice R. 2013 of 11 July 1969, shall be accompanied by a statement in the form prescribed in Annexure A to this Agreement.

40. SICK LEAVE

(1) An employer shall grant to any employee employed by him and who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week not less than 10 working days; and

(b) in the case of every other employee, not less than 12 working days,

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the remuneration he would have received had he worked during such period: Provided that—

(i) during the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, two working days in respect of each completed period of five weeks of employment and, in the case of every other employee, two working days in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity and if an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such certificate, his employer may during the period of eight weeks immediately succeeding the last occasion, require him to produce such a certificate in respect of any absence from work.

(2) For the purposes of this clause—

(a) "employment" includes any period during which an employee—

(i) is on leave in terms of clause 13;

(ii) is on sick leave in terms of subclause (1);

(iii) is absent from work on the instructions or at the request of his employer;

(iv) is undergoing military training in pursuance of the Defence Act, 1957 (Act 44 of 1957);

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in subparagraph (iv) and undergone in that year; and

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

3. The provisions of this clause shall not apply in respect of employees who are members of the Sick Pay Fund of the Furniture Manufacturing Industry of the Western Cape established in terms of the Agreement published under Government Notice R. 704 of 26 April 1968.

is, moet hy teen die laer skaal betaal word, mits hy nie gedurende die dag werk verrig het waarvoor 'n hoër skaal voorgeskrif is nie. Alle bydraes deur hom en sy werkgever betaalbaar, moet egter op die hoër loonskaal maar enige aftrekking van sy weekloon ingevolge klousule 13 moet op die laer loonskaal gebaseer word. Geen werknemer mag toegelaat word om werk te verrig waarvoor 'n hoër loonskaal voorgeskrif word as vir dié wat hy gewoonlik verrig of waarvoor hy in diens geneem is nie.

39. MAANDSTAAT

Alle bedrae wat aan die Raad betaal moet word ingevolge klousules 12, 13 en 17 van hierdie Ooreenkoms en klousule 8 van die Voorsorgfondsooreenkoms, gepubliseer by Goewermentskennisgewing R. 2013 van 11 Julie 1969, moet vergesel gaan van 'n staat in die vorm voorgeskrif in Aanhangsel A van hierdie Ooreenkoms.

40. SIEKTEVERLOF

(1) 'n Werkgever moet aan 'n werknemer wat by hom in diens is en wat weens ongesteldheid van sy werk afwesig is, siekteverlof verleen van altesaam—

(a) minstens 10 werkdade in die geval van 'n werknemer wat vyf dae per week werk; en

(b) minstens 12 werkdade in die geval van alle ander werknemers,

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom en sodanige werknemer ten opsigte van die tydperk van afwesigheid ooreenkomstig hierdie subklousule, 'n bedrag betaal van minstens die besoldiging wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste 12 agtereenvolgende maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, twee werkdade ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, twee werkdade ten opsigte van elke voltooide maand diens;

(ii) 'n werkgever, as 'n opskortende voorwaarde vir die betaling, deur hom, van enige bedrag waarop 'n werknemer ooreenkomstig hierdie subklousule ten opsigte van 'n afwesigheid van werk vir 'n langer tydperk as twee agtereenvolgende dae aanspraak maak, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en indien 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede ooreenkomstig hierdie subklousule betaling ontvang het sonder om sodanige sertifikaat in te dien, kan sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste geleentheid volg, van hom vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê.

(2) By die toepassing van hierdie klousule—

(a) omvat "diens" enige tydperk wat 'n werknemer—

(i) kragtens klousule 13 met verlof is;

(ii) kragtens subklousule (1) met siekteverlof is;

(iii) op las of op versoek van sy werkgever van sy werk afwesig is;

(iv) ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), militêre opleiding ondergaan;

en wat in 'n bepaalde jaar altesaam hoogstens 10 weke behoort ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding bedoel in subparagraaf (iv) en wat in daardie jaar ondergaan is; en

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as sodanige onvermoë om te werk, te wyte is aan 'n ongeluk of vergoedingspligtige siekte waarvoor daar ingevolge die Ongevalwet, 1941 (Wet 30 van 1941), vergoeding betaalbaar is, sodanige onvermoë slegs geag word ongeskiktheid te wees gedurende 'n tydperk waarvoor daar geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

(3) Die bepalinge van hierdie klousule is nie van toepassing nie ten opsigte van werknemers wat lede is van die Siektebesoldigingsfonds van die Meubelnywerheid van Wes-Kaapland, ingestel kragtens die ooreenkoms gepubliseer by Goewermentskennisgewing R. 704 van 26 April 1968.

(Statement submitted in terms of clause 39 of the Agreement)

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

Cheques to be forwarded, not later than the tenth day of each month, to the Secretary, P.O. Box 964, Cape Town.

Name and address of firm..... Month.....

[illegible]

AANHANGSEL A

(Staat ingedien ingevolge klousule 39 van die Ooreenkoms)

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

Tjeks moet voor of op die tiende dag van elke maand gestuur word aan die Sekretaris, Posbus 964, Kaapstad.

Naam en adres van firma Maand

[illegible]

ANNEXURE B

[Notice required under clause 7 (5) of Part I of the Agreement]

Day	Starting time	Finishing time	Meal hour
Mondays.....	a.m. to	p.m.	p.m. top.m.
Tuesdays.....	a.m. to	p.m.	p.m. top.m.
Wednesdays.....	a.m. to	p.m.	p.m. top.m.
Thursdays.....	a.m. to	p.m.	p.m. top.m.
Fridays.....	a.m. to	p.m.	p.m. top.m.
Saturdays.....	a.m. to	p.m.	p.m. top.m.
Forenoon break.....	a.m. to	a.m.	
Afternoon break.....	p.m. to	p.m.	

ANNEXURE C

(Medical Certificate under clause 28 of the Agreement for the Furniture Manufacturing Industry)

I certify that I have medically examined (full name).....
sex.....race.....who states that his/her
 present age is.....with the following results:

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

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

Place.....

Date.....19....

AANHANGSEL B

[Kennisgewing vereis ingevolge klousule 7 (5) van Deel I van die Ooreenkomst]

<i>Dag</i>	<i>Aanvang-tyd</i>	<i>Uitskei-tyd</i>	<i>Etensuur</i>
Maandae.....	vm. tot.....	nm.	nm. tot.....nm
Dinsdae.....	vm. tot.....	nm.	nm. tot.....nm
Woensdae.....	vm. tot.....	nm.	nm. tot.....nm
Donderdae.....	vm. tot.....	nm.	nm. tot.....nm
Vrydae.....	vm. tot.....	nm.	nm. tot.....nm
Saterdag.....	vm. tot.....	nm.	nm. tot.....nm
Voormiddagpouse.....	vm. tot.....	vm.	
Namiddagpouse.....	nm. tot.....	nm.	

AANHANGSEL C

(Doktersertifikaat ingevolge klousule 28 van die Ooreenkoms vir di
Meubelnywerheid)

Ek sertifiseer dat ek (naam voluit).....
 geslag....., ras....., wat verklaar dat sy/haar ouder
 dom tans.....is, medies ondersoek het, en die volgend
 bevind het:

Ek is oortuig/Ek is nie oortuig nie dat hy/sy in goeie gesondheid
verkeer en geskik is vir indiensneming as 'n leerling in die bedryf
van.....of enige bedryf, sonder gevaar vir
homself/haarself of andere.

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

Plek.....

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

PART II

The wages prescribed hereunder shall in accordance with clause 26 of Part I of the Agreement apply in areas A and B.

1. (a) With the exception of the employees referred to in clauses 1 (b) to 14 inclusive hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of coming into operation of this Agreement shall be paid the minimum wage prescribed hereunder for the area in which he is employed; Provided that any new operation introduced and not specified in clauses 1 (b) to 14 inclusive, shall be paid for at the minimum wage prescribed in clause 1 (a) until such time as the Council determine the wage rate for the operation.

Minimum wage per week, Area A.....	R39,90
Minimum wage per week, Area B.....	R35,91

(b) Improvers during the first six months of employment after completion of apprenticeship:

Minimum wage per week, Area A.....	R26,60
Minimum wage per week, Area B.....	R23,94

Improvers during the second six months of employment after completion of apprenticeship:

Minimum wage per week, Area A.....	R31,92
Minimum wage per week, Area B.....	R28,73

2. Learners employed in learning the operations covered by clause 1 of Part II of this Agreement:

The wage rate for each year of the period of four years learnership shall be the same as that prescribed for apprentices engaged in the trade or branch of a trade designated under the Apprenticeship Act, 1944. Thereafter the wages prescribed in clause 1.

3. Probationers engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, during the authorised probation period: 30 per cent of the wage rate prescribed in clause 1 (a).

4. Employees engaged in—

	Area A Per week R	Area B Per week R
(1) boring holes.....	25,46	22,92
(2) filling of cushions with spring interiors and for spring units.....		
(3) fixing of ready-made cane mats.....		
(4) morticing on the mortice machine only.....		
(5) operating the hinge recessing machine to cut recesses for locks and hinges.....		
(6) Setting up and operating single drum sander, open belt sander, open disc sander, bobbin sander, air filled sander provided no burnishing, compounding or polishing is performed.....		

5. Employees engaged in—

	Area A Per week R	Area B Per week R
(1) Applying wax.....	15,23	13,70
(2) Bending of solid timber by hand or mechanical process.....		
(3) bleaching of furniture.....		
(4) bolting of all types, excluding the attachment of locks, hinges, all types of ornaments, and handles not provided for in subclause (8).....		
(5) burnishing and/or compounding by hand or portable sander and/or buffer.....		
(6) filling of holes, cracks and/or open grain surfaces of furniture with wood filler, plaster or paris or similar substances.....		
(7) fitting castors, sockets, domes, threaded sockets or nuts, nut-covers, ferrules and glides.....		
(8) fixing of handles by screws, bolts and nuts, screwbolts, through prebored holes provided these are tightened by hand without tools being used.....		
(9) fixing of webbing and/or substitutes, the attaching of coil springs to such webbing and/or substitutes, but excluding the lashing of such coil springs. This operation shall exclude the covering of any springs in any manner whatsoever.....		
(10) fixing of bed irons, bed brackets, hanger-bolts and plates.....		
(11) hooking on of helical springs and/or zig-zag or no sag type of springing.....		
(12) inserting ornamental plastic or metal beading into prepared grooves.....		
(13) making and/or pointing of wooden dowels and pins by hand and/or machine.....		
(14) painting and/or filling of edges prior to polishing or spraying.....		
(15) Riemple work (the attachment of riempies to chairs, stools and couches).....		
(16) removing of polish or paint from polished or painted furniture.....		
(17) Sandpapering by hand and/or portable sander regardless of whether the article papered is stationery or rotating.....		
(18) spraying of metal.....		
(19) staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors.....		
(20) stippling the background of carving.....		
(21) tacking on of bottoms to upholstered articles.....		
(22) tacking of plywood on to loose seat frames prior to upholstery.....		
(23) teasing coir or other materials by machine.....		
(24) touching up by hand only, furniture sprayed and finished with a pigmented but not translucent lacquer.....		
(25) unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished.....		

6. Employees engaged in—

	Area A Per week R	Area B Per week R
(1) bedding making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushion bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding but excluding the undermentioned sundry operations 6 (2) to 6 (14).....	25,46	22,92
(2) buttoning of loose cushions only.....		
(3) filling of cushions with spring interiors and/or spring units.....		
(4) laying out filling material upon a spring unit used in mattresses and cushions.....		
(5) operating a top quilting machine.....		
(6) preparing frames and rollers for the top quilting machine.....		
(7) roll edging by hand or machine.....		
(8) securing mattress tops whether quilted or not, in position for building a prebuilt interior or spring mattress.....		
(9) securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....		
(10) side stitching borders.....		
(11) stuffing filling into mattress cases whether by hand or machine.....		
(12) tape edging a spring interior mattress.....		
(13) tufting by hand or machine.....		
(14) weaving of spring mesh.....		

Area A Per week R	Area B Per week R
-------------------------	-------------------------

7. Employees engaged in—

- (1) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....
- (2) closing up, by hand or machine, the mouth of a mattress.....
- (3) closing pillows, cushions, and bolsters.....
- (4) cutting tops, borders and cases for mattresses, covered bed bases and bed pillows.....
- (5) joining border lengths.....
- (6) operating a border quilting machine irrespective of whether the quilting of the border is produced by thread or eyelets.....
- (7) sewing mattress handles to borders.....
- (8) sewing of quilted borders onto mattress units prior to rape edging.....

20,58 18,52

8. Employees engaged in—

- (1) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....
- (2) assisting the mattress-maker in the filling of a mattress and/or the temporary closing of covers of mattresses and borders by means of skewers and/or pins.....
- (3) attaching spring units to bed frames.....
- (4) affixing lugs to mattress frames excluding boring and morticing of the rails.....
- (5) attaching loops to buttons or tufts.....
- (6) attending a loop making machine.....
- (7) bolting by hand of bed mattress frames, studio couch frames and cots.....
- (8) cutting and making pads, irrespective of materials used.....
- (9) cutting quilted borders to length.....
- (10) feeding the interlacing machine.....
- (11) fitting castors and sockets but excluding the boring of holes.....
- (12) fixing bed irons and/or bed brackets.....
- (13) hanging loops on needles in compression tufting.....
- (14) loading, wheeling and operating a cloth spreading machine.....
- (15) operating a teasing machine.....
- (16) positioning of laths, cross bars or fixing webbing to mattress or bed frames.....
- (17) positioning and securing a mesh to a mattress frame.....
- (18) preparing spools for border quilting machine.....
- (19) punching holes and fitting ventilators and handles to mattress borders.....
- (20) staining and/or varnishing, by hand, frames for bedding.....

15,23 13,70

9. Learners employed in learning the classes of work referred to in clause 6:

- | | | |
|--|-------|-------|
| For the first six months of employment..... | 7,84 | 7,07 |
| For the second six months of employment..... | 10,48 | 9,44 |
| For the third six months of employment..... | 13,74 | 12,38 |
| For the fourth six months of employment..... | 16,41 | 14,77 |
| Thereafter the wages prescribed in clause 6. | | |

10. Employees engaged in any operation or process either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters, or curtains, but shall exclude the cutting of covers.....

20,58 18,52

11. Learners employed in learning the class of work referred to in clause 10:

- | | | |
|---|-------|-------|
| For the first six months of employment..... | 6,64 | 5,97 |
| For the second six months of employment..... | 9,29 | 8,37 |
| For the third six months of employment..... | 11,97 | 10,77 |
| For the fourth six months of employment..... | 14,64 | 13,18 |
| Thereafter the wages prescribed in clause 10. | | |

12. Employees engaged in—

- (1) the application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts.....
This exclusion not to apply to the employees referred to in subclause 45 hereunder.
- (2) assisting a furniture machinist in handling materials before and after machining.....
- (3) assisting upholsterer in holding cover.....
- (4) attending boiler, incinerator and/or oven.....
- (5) attending to dust bags and/or cyclones from sanding machines.....
- (6) baling and dipping of upholstery springs.....
- (7) beating and/or teasing coir by hand.....
- (8) bending, rivetting, drilling and/or assembling metal parts.....
- (9) cleaning and blowing down of equipment.....
- (10) cleaning machinery, plant, tools, spray guns and utensils.....
- (11) cleaning and sweeping of premises.....
- (12) cleaning metal rods.....
- (13) cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire hoop and all similar materials.....
- (14) cutting and glueing together of rubber, units or substitutes and the fixing of such rubber, units and substitutes on to bare frames and seats, but shall exclude the sewing, stapling or tacking thereof.....
- (15) the delivery of messages.....
- (16) delivery by manually propelled vehicles.....
- (17) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....
- (18) the fixing of any kind of glue block.....
- (19) glueing sandpaper discs.....
- (20) glue mixing, mass-measuring and preparing.....
- (21) handling and carrying materials.....
- (22) insertion of rubber units into mattress cases.....
- (23) insertion of screws preparatory to screwing.....
- (24) knocking in of dowels and/or corrugated fasteners.....
- (25) lime washing.....
- (26) the loading and unloading of jigs with material in preparation for machining, provided that such jigs are not used for cramping of furniture parts.....
- (27) loading and unloading of kilns.....
- (28) loading and/or unloading of vehicles.....
- (29) loading and unloading vacuum bag and press of any kind.....
- (30) making buttons.....
- (31) making and jointing sandpaper or discs and belts for open belt sander.....
- (32) making tea or other similar beverages.....
- (33) making by template, pattern and/or jig in preparation for machining.....
- (34) oiling and greasing machines and/or vehicles.....

13,65 12,29

	Area A Per week R	Area B Per week R
(35) operating the tenon squashing machine.....		
(36) operating veneer presses but excluding the pressing together of machined and/or veneered parts.....		
(37) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers.....		
(38) pushing or pulling a vehicle or handcart.....		
(39) the putting together or assembling of furniture parts which are to be cramped or clamped: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this part who are engaged in cramping or clamping shall not exceed two to one.....		
(40) removing of glue from furniture.....		
(41) removing of veneer edges.....		
(42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes.....		
(43) rivetting or making threads on iron bolts and rods.....	13,65	12,29
(44) stacking parts after pressing.....		
(45) straightening and/or cutting hoop iron used for webbing.....		
(46) straining of materials.....		
(47) stripping upholstery and bedding.....		
(48) taping of veneers and attending veneer press.....		
(49) taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing		
(50) tapeless jointing by machine.....		
(51) teasing coir or any other materials by hand.....		
(52) treating timber for preservation.....		
(53) unpacking, baling and unbalancing raw materials.....		
(54) veneering of edges.....		
(55) washing and/or wiping off glue.....		
(56) mass-measuring pillows, bolsters, quilts and cushions.....		
(57) wrapping in paper or cardboard.....		
13. Employees employed—		
(1) in welding other than spot welding.....	39,90	35,91
(2) in spot welding.....	22,31	22,31
(3) in maintenance of machinery.....	39,90	35,91
(4) as despatch clerk, storeman, timekeeper.....	20,58	18,52
(5) as caretaker, watchman.....	17,01	15,31
(6) as packer.....	17,01	15,31
(7) as learner packer.....	13,65	12,29
(8) as driver of a motor vehicle of which the unladen mass is over 4 540 kg according to licence.....	27,56	24,81
(9) as driver of a motor vehicle of which the unladen mass together with the unladen mass of any trailer or trailers does not exceed 4 540 kg according to licence.....	22,31	20,09
(10) as driver of a fork lift vehicle.....	15,23	13,70
	Per month R	Per month R
14. Office employees: Notwithstanding anything to the contrary in this Agreement, the following shall be the wages payable to male and female employees engaged in writing, filing or any form of clerical work, and includes a cashier and a telephone operator:		
Males:		
First year of employment.....	42,60	37,80
Second year of employment.....	52,50	47,25
Third year of employment.....	63,00	56,70
Fourth year of employment.....	73,50	66,15
Fifth year of employment.....	84,00	75,60
Thereafter.....	94,50	85,05
Females:		
First year of employment.....	42,00	37,80
Second year of employment.....	52,50	47,25
Third year of employment.....	63,00	56,70
Fourth year of employment.....	73,50	66,15
Thereafter.....	84,00	75,60
	Per week R	Per week R
15. Employees employed—		
(1) as foreman in charge of all or any employees for whom wages are prescribed in this Agreement.....	39,90	35,91
(2) as foreman in charge of employees for whom a wage of not less than R25,46 in Area A and R22,92 in Area B is prescribed.....	25,46	22,92
(3) as foreman in charge of employees for whom a wage of not less than R20,58 in Area A and R18,52 in Area B is prescribed.....	20,58	18,52
(4) as foreman in charge of employees for whom a wage of not less than R15,23 in Area A and R13,70 in Area B is prescribed.....	15,23	13,70

This Agreement signed at Cape Town on behalf of the parties on 16 July 1972.

M. STONE, Chairman.
H. C. CAPES, Vice-Chairman.
R. U. KENNY, Secretary.

DEEL II

Die lone hieronder voorgeskryf, is ooreenkomstig klousule 26 van Deel I van die Ooreenkoms van toepassing op Gebiede A en B.

1. (a) Met uitsondering van die werknemers wat in [klousule 1 (b) tot en met 14 hieronder bedoel word, moet elke werknemer in diens in al of enigeen van die werksaamhede wat in die Meubelnywerheid verrig word op die datum waarop hierdie Ooreenkoms in werking tree, die minimum loon betaal word wat hieronder voorgeskryf word vir die gebied waarin hy in diens is: Met dien verstande dat daar ten opsigte van elke nuwe werksaamheid wat ingestel word en wat nie in klousules 1 (b) tot en met 14 genoem word nie, betaal word teen die minimum loon wat in klousule 1 (a) voorgeskryf word, tot tyd en wyl die Raad die loonskaal vir die werksaamheid vasstel.

Minimum weekloon, gebied A.....	R39,90
Minimum weekloon, gebied B.....	R35,91
(b) Ambagsgeselle gedurende die eerste ses maande diens na voltooiing van vakleerlingskap:	
Minimum weekloon, gebied A.....	R26,60
Minimum weekloon, gebied B.....	R23,94
Ambagsgeselle gedurende die tweede ses maande diens na voltooiing van vakleerlingskap:	
Minimum weekloon, gebied A.....	R31,92
Minimum weekloon, gebied B.....	R28,73

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

Die loonskaal vir elke jaar van die tydperk van vier jaar leerlingenskap is dieselfde as dié voorgeskryf vir vakleerlinge in diens in die ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944. Daarna die lone voorgeskryf in klousule 1.

3. Proefleerlinge werksaam in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die gemagtigde proeftydperk: 30 persent van die loonskaal voorgeskryf in klousule 1 (a).

Gebied A Gebied B
Per week Per week
R R

4. Werknemers wat—

- (1) gate boor.....
- (2) kussings met veerbinnewerk en/of veereenhede vul.....
- (3) klaargemaakte rottangmatte vassit.....
- (4) tapgate slegs op tapmasjien boor.....
- (5) die uitholmasjien bedien om uithollings vir slotte en skarniere te sny.....
- (6) eendromskuurder, oopbandskuurder, oopskyfskuurder, tolskuurder en lugge vulde skuurder oprig en bedien, met dien verstande dat geen bruining, mengwerk of polering gedoen word nie.....

25,46 22,92

5. Werknemers wat—

- (1) was aanwend.....
- (2) soliede hout met die hand of meganiese buig.....
- (3) meubels bleik.....
- (4) alle soorte boutwerk doen, uitgesonderd die aansit van slotte, skarniere, alle soorte ornamente en handvatsels waarvoor daar nie in subklousule (8) voorsiening gemaak word nie.....
- (5) met die hand of draagbare skuurder en/of fynskuurmasjien bruineer en/of mengwerk doen.....
- (6) gate, barste en/of grofdradige oppervlaktes in meubels met houtvuulsel, gips of dergelike stowwe vul.....
- (7) rolwielletjies, sokke, koepels, skroefsokke of moere, moederksels, belsagringe en glystukke aansit.....
- (8) handvatsels deur middel van skroewe, boute en moere, en skroefboute deur voorafgeboorde gate vasheg, met dien verstande dat dit met die hand vasgedraai word sonder om gereedskap te gebruik.....
- (9) touweefsel en/of plaasvervangers aansit, kronkelvere aan sodanige touweefsel en/of plaasvervangers aansit, maar nie sodanige kronkelvere vaswoel nie. Dié werk sluit die bedekking van vere op watter manier ook al uit.....
- (10) bedysters, bedarmpies, hangerboute en plate aansit.....
- (11) heliese vere en/of sigsag- of nie-sigsag-veerwerk inhaak.....
- (12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas.....
- (13) houttappenne en penne met die hand en/of masjien maak en/of afsplits.....
- (14) rande verf en/of vul voor polering of bespuiting.....
- (15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg).....
- (16) politoer of verf van gepoleerde of geverfde meubels verwyder.....
- (17) met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word, stilstaan of draai.....
- (18) metaal bespuit.....
- (19) slegs met die hand beits, olie, en/of hernuwe en oortollige olie en grint uit binnestes verwyder.....
- (20) die agtergrond van houtsneewerk stipfel.....
- (21) bome aan gestoffeerde artikels vasspyker.....
- (22) laaghout aan los sitplekrame vasspyker voor dit gestoffeer word.....
- (23) klapperhaar of ander materiaal met masjien pluus.....
- (24) slegs met die hand meubels opknap wat bespuit en afgewerk is met 'n lakvernis wat gepigmenteer maar nie deurskynend is nie.....
- (25) deure en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word.....

15,23 13,70

6. Werknemers wat—

- (1) beddegoed maak, waarmee bedoel word vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrassie gevul met klapperhaar, "hairlock", vlok, katoenvuulsel, haarveselwol, vere, gras, kaf, strooi, rubber, of enige ander dergelike stof; of enige kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings, peule, oortrekke, bedspreie, die aanklop en/of aanhaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar met uitsluiting van ondergenoemde diverse werksaamhede 6 (2) tot 6 (14).....
- (2) knope aan slegs los stoelkussings werk.....
- (3) kussings met veerbinnewerk en/of veereenhede vul.....
- (4) vuulsel op veereenhede spreit wat in matrassie en kussings gebruik word.....
- (5) topdeurstikmasjien bedien.....
- (6) rame en rollers vir die topdeurstikmasjien berei.....
- (7) rolkantwerk met die hand of masjien doen.....
- (8) matrastoppe, hetsy gestik of nie, in posisie vassit om 'n voorafgeboorde binnewerk of binneveermatras te bou.....
- (9) Deurgevlegte kussinkies met die hand of masjien aan veereenhede vassit, stik of vaskram.....
- (10) rande systik.....
- (11) vuulsel met die hand of masjien in matrasslope insteek.....
- (12) bande aan kante van 'n binneveermatras stik.....
- (13) met die hand of masjien kwassies maak.....
- (14) veermaas vleg.....

25,46 22,92

7. Werknemers wat—

- (1) alle stikwerk doen wat nodig is by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortrekke en onderdele.....
- (2) met die hand of masjien die bek van die matras toewerk.....
- (3) kopkussings, stoelkussings en peule toewerk.....
- (4) toppe, rande en oortreksels vir matrassie, bedekte bedvoetsukke en kopkussings uitsny.....
- (5) kantlengtes saamvoeg.....
- (6) 'n randdeurstikmasjien bedien, ongeag of die rand met draad of met ogies deurgestik word.....
- (7) matrashandvatsels aan kante stik.....
- (8) gestikte rande aan matrascenhede stik voor die stik van bande.....

20,58 18,52

8. Werknemers wat—

- (1) geweefde draadmaas en kettingveermaas in rame vir beddegoed monteer, daaraan vasslaan of haak, afgesien van die materiaal waarvan dié rame gemaak is.....
- (2) 'n matrasmaker help om matrassie te vul en/of slope van matrassie en rande tydelik te sluit deur middel van steekpenne en/of spelde.....
- (3) veereenhede aan bedrame heg.....
- (4) handvatsels aan matrassrame heg, maar nie hoekysters boor en tap nie.....
- (5) lusse aan knope of kwassies heg.....
- (6) 'n lusmasjien bedien.....
- (7) bedmatrassrame, ateljeerusbankrame en bababeddens met die hand vasbout.....
- (8) kussinkies uitsny en maak, ongeag die materiaal gebruik.....
- (9) gestikte kante volgens lengte uitsny.....
- (10) die deurvlegmasjien voer.....

15,23 13,70

	Gebied A Per week R	Gebied B Per week R
(11) rolwielletjies en sokke aansit, maar nie gate boor nie.....		
(12) bedysters en/of bedarmpies aansit.....		
(13) lusse aan naalde hang by drukmatrassteekwerk.....		
(14) doekspreimasjien laai, stoot en bedien.....		
(15) 'n pluismasjien bedien.....	15,23	13,70
(16) latte en dwarsstawe in posisie plaas of touweefsel aan matrassie of bedrame heg.....		
(17) 'n maas op 'n matrassie in posisie plaas en daaraan heg.....		
(18) spoel vir 'n randdeurstukmasjien berei.....		
(19) gate pons in en ventileerders en handvatsels heg aan matraskante.....		
(20) rame vir beddegoed met die hand beits en/of vernis.....		
9. Leerlinge in diens om die klasse werk wat in klousule 6 bedoel word, te leer:		
Vir die eerste ses maande diens.....	7,84	7,07
Vir die tweede ses maande diens.....	10,48	9,44
Vir die derde ses maande diens.....	13,74	12,38
Vir die vierde ses maande diens.....	16,41	14,77
Daarna die lone in klousule 6 voorgeskryf.		
10. Werknemers wat uitsluitlik of gedeeltelik in enigeen van die volgende werksaamhede wat met die hand of 'n meganiese toestel verrig word, werksaam is: glipsteekwerk aan, stik en/of aanmekaarvoeg van oortreкке, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar nie die uitsny van oortreкке nie.....	20,58	18,52
11. Leerlinge in diens om die klas werk in klousule 10 bedoel, te leer:		
Vir die eerste ses maande diens.....	6,64	5,97
Vir die tweede ses maande diens.....	9,29	8,37
Vir die derde ses maande diens.....	11,97	10,77
Vir die vierde ses maande diens.....	14,64	13,18
Daarna die lone in klousule 10 voorgeskryf.		
12. Werknemers wat—		
(1) lym en lymverhardmiddels met die hand, kwas of masjien aanwend en/of spreid maar uitdruklik met uitsondering van die aanmeekaarsit of monteer van meubelonderdele.....		
Hierdie uitsondering is nie van toepassing op die werknemers wat in subklousule (45) hieronder genoem word nie.		
(2) 'n meubelmasjienwerker help om materiale voor en na masjienwerk te hanteer.....		
(3) 'n stoffeerder help deur oortreкке vas te hou.....		
(4) stoomketel, verbrander en/of oond bedien.....		
(5) toesig hou oor stofsakke en/of siklone van skuurmasjiene.....		
(6) stoffeerspringvere baal en indompel.....		
(7) klapperhaar met die hand uitklop en/of pluiz.....		
(8) metaaldele buig, klink, boor en/of inmeekaarsit.....		
(9) uitrustings skoonmaak, en -blaas.....		
(10) masjinerie, installasie, gereedskap, spuittoestelle en gerei skoonmaak.....		
(11) persele skoonmaak en vee.....		
(12) metaalstawe skoonmaak.....		
(13) metaalstawe sny, hingsels, metaalbuise, metaalstrokies, kettings, hoepelyster en alle dergelike metaaliaal sny.....		
(14) rubber, eenhede of plaasvervangers sny en vaslym en sodanige rubber, eenhede en plaasvervangers aan kaal rame en sitplekke vasheg, maar dit nie vaswerk, -kram of -ryg nie.....		
(15) boodskappe doen.....		
(16) met handvoertuie aflewer.....		
(17) kopkussings, stoelkussings en peule met stowwe of metaaliaal vul, maar nie met veerbinnewerk en/of veereenhede nie.....		
(18) enige soort gelymde blok vasheg.....		
(19) skuurpapierskywe lym.....		
(20) lym meng, massameet en berei.....		
(21) metaaliaal hanteer en dra.....		
(22) rubbereenhede in matrasslope insit.....		
(23) skroewe insit voordat dit vasgeskroef word.....		
(24) tappenne en/of kartelkramme inslaan.....		
(25) afwit.....		
(26) klemtoestelle met metaaliaal laai en ontlai ter voorbereiding van masjinerie, met dien verstande dat, sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kramp nie.....	13,65	12,29
(27) droogoonde laai en ontlai.....		
(28) voertuie laai en/of aflai.....		
(29) enige soort vakuumsak en pers laai en ontlai.....		
(30) knope maak.....		
(31) skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg.....		
(32) tee of ander dergelike drankie maak.....		
(33) met leipatroon, patroon en/of setmaat afmerk ter voorbereiding van masjinerie.....		
(34) masjiene en/of voertuie olie en smeer.....		
(35) tapplatdrukmasjiene bedien.....		
(36) fineerpers bedien, maar nie gemasjineerde of gefineerde dele saampers nie.....		
(37) artikels in kartonne en/of kartonhouers verpak en daarna dié kartonne en kartonhouers vul en sluit.....		
(38) 'n voertuig of handkar stoot of trek.....		
(39) meubelonderdele wat vasgekramp of geklamp moet word, inmeekaar sit of monteer: Met dien verstande dat die verhouding van werknemers wat hierdie werksaamheid verrig tot werknemers wat die loon ontvang wat voorgeskryf word in klousule 1 van hierdie deel en wat kramp- of klampwerk verrig, nie meer as twee tot een moet wees nie.....		
(40) lym van meubels verwyder.....		
(41) fineerrande verwyder.....		
(42) lym en papier van geperste fineerrand, gom of ander bande verwyder, afwas en/of skoonmaak.....		
(43) ysterboute en -stawe klink of draad daarvoor aansny.....		
(44) onderdele na perswerk opstapel.....		
(45) hoepelyster vir touweefwerk gebruik, reguit maak en/of sny.....		
(46) metaaliaal deursyg.....		
(47) stoffeersel en beddegoed uitmeekaar haal.....		
(48) fineerrand toedraai en fineerpers bedien.....		
(49) fineerstukke, laaghout en hardebord met bande, kramme en/of spykers vir perswerk aan rame of kernmetaaliaal vassit.....		
(50) bandlose laswerk met 'n masjien doen.....		

	Gebied A Per week R	Gebied B Per week R
(51) klapperhaar of 'n ander materiaal met die hand pluus.....	13,65	12,29
(52) hout vir preservering behandel.....		
(53) grondstowwe uitpak, baal en uit bale haal.....		
(54) rande fineer.....		
(55) lym afwas en/of afvee.....		
(56) kopkussings, peule, spreie en stoelkussings massameet.....		
(57) artikels in papier of karton toedraai.....		
13. Werknemers in diens—		
(1) vir sweiswerk, uitgesonderd puntsweiswerk.....	39,90	35,91
(2) vir puntsweiswerk.....	22,31	22,31
(3) vir onderhoud van masjinerie.....	39,90	35,91
(4) as versendingsklerk, pakhuysman, tydopnemer.....	20,58	18,52
(5) as opsigter, wag.....	17,01	15,31
(6) as verpakker.....	17,01	15,31
(7) as leerlingverpakker.....	13,65	12,29
(8) as drywer van 'n motorvoertuig waarvan die onbelaste massa volgens lisensie meer as 4 540 kg is.....	27,56	24,81
(9) as drywer van 'n motorvoertuig waarvan die onbelaste massa saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 4 540 kg is.....	22,31	20,09
(10) as drywer van 'n vrakhyswa.....	15,23	13,70
	Per maand R	Per maand R
14. Kantoorwerknemers: Ondanks andersluidende bepalings in dié Ooreenkoms, is die volgende lone betaalbaar aan manlike en vroulike werknemers wat skryf-, liasseer- of 'n ander soort klerklike werk verrig, en omvat kantoorwerknemers ook 'n kassier en 'n telefonis:		
Mans:		
Eerste jaar diens.....	42,60	37,80
Tweede jaar diens.....	52,50	47,25
Derde jaar diens.....	63,00	56,70
Vierde jaar diens.....	73,50	66,15
Vyfde jaar diens.....	84,00	75,60
Daarna.....	94,50	85,05
Vroue:		
Eerste jaar diens.....	42,00	37,80
Tweede jaar diens.....	52,50	47,25
Derde jaar diens.....	63,00	56,70
Vierde jaar diens.....	73,50	66,15
Daarna.....	84,00	75,60
	Per week R	Per week R
15. Werknemers in diens—		
(1) as voormanne verantwoordelik vir alle of enigeen van die werknemers vir wie lone in dié Ooreenkoms voorgeskryf word.....	39,90	35,91
(2) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R25,46 in Gebied A en R22,92 in Gebied B voorgeskryf word.....	25,46	22,92
(3) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R20,58 in Gebied A en R18,52 in Gebied B voorgeskryf word.....	20,58	18,52
(4) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R15,23 in Gebied A en R13,70 in Gebied B voorgeskryf word.....	15,23	13,70

Hierdie Ooreenkoms namens die partye op 16 Julie 1972 te Kaapstad onderteken.

M. STONE, Voorisitter.

H. C. CAPES, Ondervoorsitter.

R. U. KENNY, Sekretaris.

No. R. 2093

24 November 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, Western Cape, published under Government Notice R. 2092 of 24 November 1972 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. 2093

24 November 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, WES-KAAPLAND

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Wes-Kaapland, gepubliseer by Goewermentskennisgewing R. 2092 van 24 November 1972 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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