



**STAATSKOERANT**  
VAN DIE REPUBLIEK VAN SUID-AFRIKA

**REPUBLIC OF SOUTH AFRICA**  
**GOVERNMENT GAZETTE**

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[No. 4813

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 1518 8 Augustus 1975  
WET OP NYWERHEIDSVERSOENING, 1956  
MEUBELNYWERHEID, TRANSVAAL.—  
HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir die werkgewers organisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (5) (c), 22, 24, 25 en 31 van Hoofstuk I en klousule C (6) (e) van Hoofstuk III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 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 gebiede gespesifieer in klousule 1 (1) (b) van Hoofstuk I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (5) (c), 22, 24, 25 en 31 van Hoofstuk I en klousule C (6) (e) van Hoofstuk III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, in die gebiede gespesifieer in klousule 1 (1) (b) van Hoofstuk I van genoemde Ooreenkoms *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.

38316—A

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 1518 8 August 1875  
INDUSTRIAL CONCILIATION ACT, 1956  
FURNITURE MANUFACTURING INDUSTRY  
TRANSVAAL.—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 all 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 31 December 1976, upon the employers' organisation and the trade unions which entered into the said 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 said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (5) (c), 22, 24, 25 and 31 of Chapter I and clause C (6) (e) of Chapter III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, 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 areas specified in clause 1 (1) (b) of Chapter I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Chapter I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (5) (c), 22, 24, 25 and 31 of Chapter I and clause C (6) (e) of Chapter III, 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.

4813—1

## BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,  
TRANSVAAL  
OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan  
deur en tussen die

Transvaal Furniture and Upholstery 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 die

National Union of Furniture and Allied Workers of  
South Africa

(hierna die "werkneemers" of die "vakvereniging" of "vakver-  
enigings" genoem), aan die ander kant,  
wat die partye is by die Nywerheidsraad vir die Meubelnywer-  
heid, Transvaal.

## INDELING VAN OOREENKOMS

Hierdie Ooreenkoms is in drie hoofstukke soos volg inge-  
deel:

## HOOFSTUK I

Bepalings wat op die Nywerheid van toepassing is oor die  
hele gebied wat deur die Ooreenkoms gedek word, tensy die  
teenoorgestelde gemeld word.

- Klousule 1. Toepassingsbestek van Ooreenkoms.
- Klousule 2. Geldigheidsduur van Ooreenkoms.
- Klousule 3. Woordomskrywing.
- Klousule 4. Sluiting van ebdryfsinrigtings vir die jaarlikse  
vakansiesluiting.
- Klousule 5. Stukwerk en werk volgens 'n aansporingskema.
- Klousule 6. Buitewerk.
- Klousule 7. Werkure.
- Klousule 8. Korttyd.
- Klousule 9. Betaling van besoldiging.
- Klousule 10. Betaling vir oortydwerk en werk op Sondae.
- Klousule 11. Openbare vakansiedae met besoldiging.
- Klousule 12. Indiensneming en diensbeëindiging.
- Klousule 13. Vakansiebonusfonds.
- Klousule 14. Verskaffing van gereedskap.
- Klousule 15. Vrystellings.
- Klousule 16. Bestaande leerlingskapsertifikate.
- Klousule 17. Uitgawes van die Raad.
- Klousule 18. Registrasie van werkgewers.
- Klousule 19. Werkende eienaars en vennote.
- Klousule 20. Vertoning van Ooreenkoms en kennisgewings.
- Klousule 21. Die byhou van registers.
- Klousule 22. Vakverenigingsverteenvoerders in die Raad en  
komitees van 'n nasionale aard in die Nywerheid.
- Klousule 23. Administrasie van Ooreenkoms.
- Klousule 24. Agents.
- Klousule 25. Indiensneming van vakverenigingarbeid.
- Klousule 26. Absenteisme.
- Klousule 27. Lone.
- Klousule 28. Verbod op die indiensneming van enigeen onder  
die ouderdom van 15 jaar.
- Klousule 29. Leerlinge.
- Klousule 30. Siekeverlof met besoldiging.
- Klousule 31. Ledegeld vir vakverenigings.
- Klousule 32. Werkneemers wat by meer as een werkzaamheid  
betrokke is.
- Klousule 33. Loonkorting.
- Klousule 34. Diensbeëindiging.
- Klousule 35. Verbode indiensneming.
- Klousule 36. Grondslag van betaling.
- Klousule 37. Uurloon.
- Klousule 38. Ultra vires.

Aanhangaal A. Bepalings en voorwaarde wat ingevolge klou-  
sule 13 (5) van Hoofstuk I van hierdie Ooreenkoms op die  
Vakansiebonusfondswaarborg van toepassing is.

Aanhangaal B. Kennisgewing vereis ingevolge klousule 20 (3)  
van Hoofstuk I van die Ooreenkoms vir die Meubelnywerheid,  
Transvaal.

Aanhangaal C. Staat van Vakansiebonusfondsgeld verskuldig  
ingevolge klousule 4 (1) van Aanhangaal A.

Aanhangaal D. Staat wat ingevolge klousule 5 van Aanhangaal  
A teen 10 November ingediend moet word.

Aanhangaal E. Staat wat ingevolge klousule 7 van Aanhangaal  
A teen 23 Desember ingediend moet word.

Aanhangaal F. Staat van bedrae wat van lone opgetrek word.

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE  
MANUFACTURING INDUSTRY, TRANSVAAL

## AGREEMENT

in accordance with the provisions of the Industrial Concilia-  
tion Act, 1956, entered into by and between the

Transvaal Furniture and Upholstery 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 the

National Union of Furniture and Allied Workers of  
South Africa

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

## DIVISION OF AGREEMENT

This Agreement is divided into three Chapters as follows:

## CHAPTER I

Provisions applicable to the Industry throughout the area  
covered by the Agreement unless the contrary is stated.

- Clause 1. Scope of application of Agreement.
- Clause 2. Period of operation of Agreement.
- Clause 3. Definitions.
- Clause 4. Closing of establishments for annual holiday shut-  
down.
- Clause 5. Piece-work and work under an incentive scheme.
- Clause 6. Outwork.
- Clause 7. Hours of work.
- Clause 8. Short-time.
- Clause 9. Payment of remuneration.
- Clause 10. Payment for overtime and work on a Sunday.
- Clause 11. Paid public holidays.
- Clause 12. Engagements and terminations of employment.
- Clause 13. Holiday Bonus Fund.
- Clause 14. Provision of tools.
- Clause 15. Exemptions.
- Clause 16. Existing learnership certificates.
- Clause 17. Expenses of the Council.
- Clause 18. Registration of employers.
- Clause 19. Working proprietors and partners.
- Clause 20. Exhibition of Agreement and notices.
- Clause 21. Keeping of records.
- Clause 22. Trade union representatives on the Council and  
committees of a national character in the Industry.
- Clause 23. Administration of Agreement.
- Clause 24. Agents.
- Clause 25. Employment of trade union labour.
- Clause 26. Absenteeism.
- Clause 27. Wages.
- Clause 28. Prohibition of employment of any persons under  
the age of 15 years.
- Clause 29. Learners.
- Clause 30. Paid sick leave.
- Clause 31. Subscriptions to trade unions.
- Clause 32. Employees engaged in more than one operation.
- Clause 33. Abatement of wages.
- Clause 34. Termination of employment.
- Clause 35. Prohibited employment.
- Clause 36. Basis of payment.
- Clause 37. Hourly rate.
- Clause 38. Ultra vires.

Appendix A. Terms and conditions applicable to the  
Holiday Bonus Fund guarantee in terms of clause 13 (5) of  
Chapter I of this Agreement.

Appendix B. Notice required under clause 20 (3) of Chapter  
I of the Agreement for the Furniture Manufacturing Industry,  
Transvaal.

Appendix C. Statement of Holiday Bonus Fund moneys due  
in terms of clause 4 (1) of Appendix A.

Appendix D. Statement to be submitted by 10 November,  
in terms of clause 5 of Appendix A.

Appendix E. Statement to be submitted by 23 December,  
in terms of clause 7 of Appendix A.

Appendix F. Statement of deductions made from wages.

Aanhangsel G. Registrasieform as werkgever in die Nywerheid wat ingevolge klosule 18 van Hoofstuk I ingedien moet word.

Aanhangsel H. Werkkaart vereis ingevolge klosule 12 (2) van Hoofstuk I van die Ooreenkoms.

## HOOFSTUK II

Minimum lone.

## HOOFSTUK III

Diensvoorraadse van toepassing op drywers van motorvoertuie.

## HOOFSTUK I

### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Meubelnywerheid, Transvaal—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is;

(b) in die provinsie Transvaal en die landdrosdistrikte Ganyesa, Mafeking, Molopo, Taung [uitgesonderd dié dele wat voor 1 Desember 1971 (Goewermentskennisgiving 1922 van 22 Oktober 1971) binne die landdrosdistrikte Barkly-Wes en Hartswater gevall het], Vryburg en in dié gedeeltes van die landdrosdistrikte Ditsobotla en Tlhaping-Tlharo wat voor 1 Desember 1971 (Goewermentskennisgiving 1891 van 22 Oktober 1971) binne onderskeidelik die landdrosdistrikte Mafeking en Vryburg gevall het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone daarin voorgeskryf word, en op die werkgewers van dié werknemers;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of met 'n regulasie gemaak of kontrak aangegaan ingevolge genoemde Wet.

### 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Desember 1976 eindig of vir dié tydperk wat hy mag bepaal.

### 3. WOORDOMSKRYWING

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

Tensy onbestaanbaar met die samehang, is onderstaande woordomskrywings van toepassing op Hoofstukke I, II tot en met III van hierdie Ooreenkoms, en beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees;

"assistent-versendingsklerk" 'n werknemer wat die versendingsklerk onder sy regstreekse toesig bystaan;

"assistent-stoorman" 'n werknemer wat die stoorman onder sy regstreekse toesig bystaan;

"assistent-tydbeampte" 'n werknemer wat die tydbeampte onder sy regstreekse toesig bystaan;

"opsigter" 'n werknemer wat op die fabrieksperseel woon en verantwoordelik is vir een of meer van die volgende pligte:

(a) Versorging van die inhoud van die perseel;

(b) versorging en skoonmaak van die perseel;

(c) toesighouding oor skoonmaak personeel;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgever in diens is om grondstowwe van enige aard te laai en/of af te laai en/of te berg;

"onderbaas" 'n werknemer wat behoudens die opdragte van die bestuur, op die gebruiklike wyse en gereeld die werk van ander werknemers in een of meer seksies van 'n bedryfsinrichting reël terwyl hy self ook betrokke is by die produksie geheel of gedeeltelik van meubels en/of stoffeerwerk, en/of enigeen van die werkzaamhede verrig wat in Hoofstukke II en III van hierdie Ooreenkoms genoem word;

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Transvaal, geregistreer ingevolge artikel 19 van die Wet;

Appendix G. Registration form as an employer in the Industry, to be submitted in terms of clause 18 of Chapter I.

Appendix H. Working card required under clause 12 (2) of Chapter I of the Agreement.

## CHAPTER II

Minimum wages.

## CHAPTER III

Employment conditions applicable to drivers of motor vehicles.

## CHAPTER I

### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions who are engaged or employed therein;

(b) in the Province of the Transvaal and in the Magisterial Districts of Ganyesa, Mafeking, Molopo, Taung [excluding those portions which, prior to 1 December 1971 (Government Notice 1922 or 22 October 1971) fell within the Magisterial Districts of Barkly West and Hartswater], Vryburg and in those portions of the Magisterial Districts of Ditsobotla and Tlhaping-Tlharo which, prior to 1 December 1971 (Government Notice 1891 of 22 October 1971), fell within the Magisterial Districts of Mafeking and Vryburg respectively.

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

(a) apply only to employees for whom wages are prescribed therein, 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 regulation made thereunder or contract entered into in terms of the said Act.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 31 December 1976 or such period as may be determined by him.

### 3. DEFINITIONS

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

Unless inconsistent with the context, the following definitions shall apply to Chapters I, II and III, 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;

"assistant despatch clerk" means an employee who assists the despatch clerk, under his direct supervision;

"assistant storeman" means an employee who assists the storeman, under his direct supervision;

"assistant timekeeper" means an employee who assists the timekeeper, under his direct supervision;

"caretaker" means an employee who is resident on the factory premises and who is responsible for any one or more of the following duties:

(a) Care of contents of the premises;

(b) care and cleaning of the premises;

(c) supervision of cleaning staff;

"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;

"chargehand" means an employee who customarily and regularly directs, subject to the instructions of the management, the work of other employees in one or more sections of an establishment whilst he himself is also engaged in the production of furniture and/or upholstery in whole or in part and/or in the performance of any of the operations mentioned in Chapters II and III of this Agreement;

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

"versendingsklerk" 'n werknemer wat heeltyds of hoofsaaklik betrokke is by die versending of verpakking of ontvangs van goedere vir vervoer of aflewering en wat die nagaan, massameet, verpakking, merk, adressee of versending daarvan kan behartig of daaroor toesig hou;

"bedryfsinrigting" 'n perseel waar die Meubelnywerheid beoefen word;

"ondervinding" die tydperk wat 'n werknemer altesaam in 'n nywerheid werksaam was (in sy beroep);

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werknemers en werkgewers met mekaar geassosieer is vir die vervaardiging, hetso in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die soort materiaal gebruik, en dit omvat onder ander die volgende werksaamhede:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit-, of poleer- en/of herpoleerwerk; die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnywerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook werksaamhede wat uitgevoer word in 'n perseel waar houtmasjienwerk, houtdraaiwerk en/of houtsnywerk in verband met die vervaardiging van meubels verrig word; en voorts ook die herstel, herstofferig of herpolering van meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale voorbereiding van 'n meubelstuk vir verkoop in sy geheel of gedeeltelik uitgevoer word, en die finering van deure wat van lameblokbord of laaghout gemaak is en vir meubels gebruik word en alle dele van materiaal wat vir die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van ateljeerusbanke soos hieronder omskryf en van kussings vir sodanige ateljeerusbanke en die vervaardiging van artikels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkate.

'n "Ateljeerusbank" beteken, vir die toepassing van hierdie omskrywing, 'n meubelstuk wat so ontwerp is dat dit sitplek bied en omgeskakel kan word in 'n dubbelbed of twee of meer beddens en wat 'n raamwerk het wat hoofsaaklik van metaal gemaak is en waarvan die sit- en/of slaapoppervlakte uit matrasse en/of kussings bestaan;

"voorman" en/of "toesighouer" 'n werknemer wat in 'n toesighoudende hoedanigheid diens doen en wat, onder andere by die uitvoering van sy pligte, wat regstreeks met die Meubelnywerheid verband moet hou—

(a) as sy vernaamste plig, 'n bedryfsinrigting of 'n afdeling of onderafdeling daarvan bestuur; en/of

(b) op die gebruiklike wyse en gereeld die werk van ander werknemers reël; en/of

(c) die bevoegdheid besit om werknemers in diens te neem of te ontslaan of aanbevelings in verband daarvan of in verband met bevorderings of rangverleggings te doen; en/of

(d) op die gebruiklike wyse en gereeld magte van vrye goedvinde uitoeft; en

(e) 'n week- of maandloon betaal word wat minstens gelyk is aan dié vir die hoogs betaalde werknemer in hierdie Ooreenkoms voorgeskryf; en

(f) ten volle betaal word, afgesien daarvan of hy die volle getal werkure wat in hierdie Ooreenkoms voorgeskryf word, gewerk het of nie;

maar uitgesonderd werknemers wat betrokke is by kostberekening, ontwerp, aankoop, beplanning, organisering, reëling en/of kontroleering van die pligte van voormanne en/of toesighouers; Met dien verstande dat, in die afwesigheid van voormanne en/of toesighouers, voornoemde uitgesonderde werknemers as die voormanne of toesighouers beskou moet word;

"werknemer, graad I," 'n werknemer wat een of meer van die werksaamhede in die Meubelnywerheid verrig uitgesonderd dié werksaamhede voorgeskryf vir die werknemers in grade II, III en IV van Hoofstuk II van die Ooreenkoms;

"werknemer, graad II," 'n werknemer wat een of meer van die werksaamhede in die Meubelnywerheid verrig wat in klousules 4, 7, 11, 14, 23 en 26 van Hoofstuk II van die Ooreenkoms bedoel word;

"werknemer, graad III" 'n werknemer wat een of meer van die werksaamhede in die Meubelnywerheid verrig wat in klousules 5, 8, 10, 12, 15, 17, 22, 24 en 27 van Hoofstuk II van die Ooreenkoms bedoel word;

"despatch clerk" means an employee who is wholly or mainly engaged in the despatch or the packing or receiving of goods for transport or delivery and who may attend to or supervise the checking, mass-measuring, packing, marking, addressing or despatching thereof;

"establishment" means any premises where the Furniture Industry is carried on;

"experience" means the total length of all periods of employment which an employee (in the occupation in which he is engaged) has had in any industry;

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

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or re-polishing; making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or re-polishing of pianos or the manufacture and/or staining, spraying and polishing and/or re-polishing of tea-rooms, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining wood-turning and/or carving in connection with the production of furniture is carried on; and includes further the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article 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 studio couches, as defined hereinafter, and cushions for such studio couches, and the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads.

A "studio couch" for the purposes of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

"foreman" and/or "supervisor" means an employee who is employed in a supervisory capacity and who, *inter alia* in the execution of his duties, which shall be related directly to the Furniture Manufacturing Industry—

(a) manages an establishment or a department or subdivision thereof as his primary duty; and/or

(b) customarily and regularly directs the work of other employees; and/or

(c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and/or

(d) customarily and/or regularly exercises discretionary powers; and

(e) is paid a wage of not less than that prescribed for the highest paid employee in this Agreement whether weekly or monthly; and

(f) is paid in full whether or not he completes the number of hours of work, prescribed in this Agreement;

but shall exclude employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foremen and/or supervisors. Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;

"Grade I employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry with the exception of the operations provided for the employees in Grades II, III and IV of Chapter II of the Agreement;

"Grade II employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in clauses 4, 7, 11, 14, 23 and 26 of Chapter II of the Agreement;

"Grade III employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in clauses 5, 8, 10, 12, 15, 17, 22, 24 and 27 of Chapter II of the Agreement;

"werknaem, graad IV," 'n werknaem wat een of meer van die werkzaamhede in die Meubelnywerheid verrig wat in klosules 6, 9, 13, 16, 18, 19, 20, 21 en 25 van Hoofstuk II van die Ooreenkoms bedoel word;

"Vakansiebonusfonds" die Transvaalse Vakansiebonusfonds vir Meubelwerkers wat ingevolge klosule 13 (4) (a) van Hoofstuk I voortgesit en deur die Raad geadministreer word;

"uurloon" die werklike weekloon van die betrokke werknaem, gedeel deur 44 of dié kleiner getal ure wat die bedryfsinrigting gewoonlik werk;

"siekte" liggamlike ongesiktheid weens ongesteldheid of besering as gevolg waarvan 'n werknaem nie in staat is om te werk nie, maar uitgesonderd ongesiktheid waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, en/of ongesiktheid wat spruit uit wanordelike gedrag, opsetlike besering, wanbedrag, of die misbruik van sterk drank, alkohol of dwelmmiddels;

"jeugdige" 'n werknaem onder die ouderdom van 21 jaar, uitgesonderd vakleerlinge en leerlinge;

"leerling" 'n werknaem, uitgesonderd 'n vakleerling, wat in diens is om 'n klas werk te leer wat in sy leerling- of vrystellingsertifikaat gespesifieer word;

"militêre opleiding" opleiding ingevolge die Verdedigingswet, 1957;

"kortwerk", behoudens klosule 5 van Hoofstuk I van hierdie Ooreenkoms, 'n stelsel waarvolgens die betaling van lone uitsluitlik gegrond word op die hoeveelheid werk verrig of produksies gelewer;

"besoldiging" geld wat betaal of verskuldig is aan enigeen en wat op enige wyse van welke aard ook al uit diens voortvloe;

"korttyd" 'n vermindering in die getal gewone werkure in 'n bedryfsinrigting weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie veroorsaak deur 'n ander onvoorsien noodtoestand;

"stoorman" 'n werknaem wat verantwoordelik is vir die voorrade, inkommende goedere of klaar of half klaar produkte en wat verantwoordelik is vir die ontvangs, opbergung, verpakking of uitpak van goedere in 'n stoor of pakhuis of vir die aflewering van goedere uit 'n stoor of pakhuis aan die verbruksafdelings in 'n bedryfsinrigting of vir versending;

"toesighouer"—kyk "voorman";

"tydbeampte" 'n persoon wat verantwoordelik is vir 'n tydopnemingstoestel en/of -stelsel en/of rekords hou wat met hierdie soort werk in verband staan;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknaem betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in Hoofstukke II en III van hierdie Ooreenkoms, of, waar 'n werknaem gewoonlik aan 'n werknaem 'n hoë bedrag ten opsigte van dié gewone werkure betaal as dié wat aldus voorgeskryf word, dié hoë bedrag;

"werkende eienaar" of "werkende venoot" 'n werknaem wat persoonlik een van die werkzaamhede gespesifieer in Hoofstuk II of III van hierdie Ooreenkoms in sy eie bedryfsinrigting verrig;

"wag" 'n werknaem wat persele of ander onroerende goed bewaak.

#### 4. SLUITING VAN BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

Geen werknaem mag werk verrig of van 'n werknaem vereis of hom toelaat om werk te verrig en geen werknaem mag werk onderneem of verrig, teen besoldiging al dan nie, gedurende die volgende tydperke nie:

(a) Vanaf die aand van 19 Desember 1975 tot die heropenings-tyd op dieoggend van Dinsdag, 13 Januarie 1976;

(b) vanaf die aand van 15 Desember 1976 tot 'n heropenings-datum wat deur die Raad gedurende November 1975 bepaal moet word.

#### 5. STUKWERK EN WERK VOLGENS 'N AANSPORINGSKEMA

(1) (a) Geen werknaem mag van enigiemand vereis of hom toelaat om stukwerk te verrig nie.

(b) Geen werknaem mag van werknaemers vereis of hulle toelaat om volgens 'n ander aansporingskema te werk as dié in hierdie klosule bedoel nie.

(2) Behoudens die voorwaarde dat geen werknaem minder betaal mag word as die bedrag waarop hy ingevolge hierdie Ooreenkoms, uitgesonderd hierdie klosule, geregtig sou gewees het nie, mag 'n werknaem 'n loon baseer op die hoeveelheid werk verrig of produksie gelewer; Met dien verstande dat so 'n stelsel van loonsbetaling nie toelaatbaar is nie, behalwe in die vorm van 'n aansporingskema, oor die voorwaardes waarvan ooreengeskoom is soos in subklousules (3) en (4) uiteengesit,

"Grade IV employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in clauses 6, 9, 13, 16, 18, 19, 20, 21 and 25 of Chapter II of the Agreement;

"Holiday Bonus Fund" means the Transvaal Furniture Workers' Holiday Bonus Fund, continued in the terms of clause 13 (4) (a) of Chapter I, and administered by the Council;

"hourly rate" means the actual weekly wage of the employee concerned divided by 44 or such lesser number of hours ordinarily worked by the establishment;

"illness" means physical incapacity through ailment or injury owing to which any employee is unable to work, but excluding incapacity for which compensation is payable under the Workmen's Compensation Act, 1941, and/or incapacity arising out of disorderly behaviour, wilful injury, misconduct, or the misuse of intoxicating liquor, alcohol or drugs;

"juvenile" means an employee under the age of 21 years, excluding apprentices and learners;

"learner" means an employee, other than an apprentice who is employed in learning any class of work specified in his Learnership or Exemption Certificate;

"military training" means training in pursuance of the Defence Act, 1957;

"piece-work" means any system according to which payment of wages is based solely on quantity or output of work done, except as provided for in clause 5 of Chapter I of this Agreement;

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

"short-time" means a reduced 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;

"storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"supervisor"—see "foreman";

"timekeeper" means an employee who is in charge of any timekeeping device and/or timekeeping system and/or maintains such records as relate to this type of work;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as prescribed in Chapters II and III of this Agreement, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

"working proprietor" or "working partner" means an employer who is personally engaged in doing any of the work specified in Chapters II or III of this Agreement in his own establishment;

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

#### 4. CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

No employer shall perform work or require or allow an employee to perform work and no employee shall undertake or perform work, whether for remuneration or not, during the following periods:

(a) From the evening of 19 December 1975 to re-opening time on the morning of Tuesday, 13 January 1976;

(b) from the evening of 15 December 1976 to a re-opening date to be determined by the Council during November 1975;

#### 5. PIECE-WORK AND WORK UNDER AN INCENTIVE SCHEME

(1) (a) No employer shall require or allow any person to work piece-work.

(b) No employer shall require or allow employees to work under an incentive scheme other than provided for in this clause.

(2) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, other than this clause, an employer may base an employee's wage on the quantity or output of work done: Provided that no such system of payment of wages shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclauses (3) and (4).

(3) 'n Werkewer wat 'n aansporingskema wil begin, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werkemers in die lewe roep wat, na oorlegpleging met die vakverenigingpartye by hierdie Ooreenkoms wie se lede daarby betrokke is, op die voorwaardes van so 'n skema mag besluit.

(4) Die voorwaardes van so 'n aansporingskema en 'n latere wysiging daarvan waaroor die komitee mag ooreenkom, moet op skrif gestel en onderteken word deur die lede van die komitee en mag nie deur die komitee verander of deur een van die twee partye beëindig word nie, tensy die party wat die skema wil verander of beëindig skriftelik aan die ander party kennis gegee het vir 'n tydperk waarop die partye mag besluit wanneer hulle met so 'n skema begin.

(5) 'n Werknemer wat vir 'n tydperk volgens 'n aansporingsbonusskema in diens is, moet die volle bedrag betaal word wat hy verdien het kragtens die aansporingsbonusskale waarop besluit is ingevolge hierdie klousule.

(6) Hierdie klousule is nie op vakleerlinge van toepassing nie.

#### 6. BUITEWERK

(1) Geen werkewer mag van enige van sy werkemers vereis of hom toelaat om werk in verband met die Meubelnywerheid elders as in sy bedryfsinrigting te onderneem nie, behalwe waar dié werk in verband staan met die voltooiing van 'n bestelling wat by so 'n werkewer geplaas is en bestaan uit die aansit, aanmeakaarsit, herstel of polieer van meubels op persele wat behoort aan of geokkupeer word deur die persoon vir wie die werk onderneem word.

(2) Geen werkewer wat by die Meubelnywerheid betrokke is, mag, terwyl hy in die diens van 'n werkewer in dié Nywerheid is, vir eie rekening vir verkoop of namens 'n ander persoon of firma teen vergoeding, bestellings werf of opneem vir of werk in verband met die Meubelnywerheid onderneem nie, hetsy teen besoldiging al dan nie.

(3) Geen werkewer en/of werkewer mag werk in verband met die Meubelnywerheid onderneem op ander persele as dié wat ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, geregistreer is, of, waar die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, nie van toepassing is nie, by werkamers wat by die Raad geregistreer is en uitsluitlik vir werk in die Meubelnywerheid gebruik word nie, behalwe dié buitewerk waarvoor daar in subklousules (1) en (4) voorsiening gemaak word.

(4) Geen werkewer mag werk in verband met die vervaardiging van meubels, hetsy in die geheel of gedeeltelik, uitbestee nie, behalwe aan 'n bedryfsinrigting wat aanvaar is as lid van die werkewersorganisasie wat 'n party is by hierdie Ooreenkoms of wat by die Nywerheidsraad geregistreer is [behoudens subklousule (3)], behalwe dat waar 'n bedryfsinrigting nie georganiseer is om die besondere soort werk op sy eie persele te doen nie en die Nywerheid nie daardie soort diens aan vervaardigings wat by die Nywerheid betrokke is, verskaf nie, werkewers daarop geregteig is om dié werk uit te bestee.

#### 7. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkewer van 'n werkewer, vereis of hom toelaat om—

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

(b) meer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie: Met dien verstande dat daar van 'n werkewer in 'n fabriek waar—

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

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

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

(d) as dit 'n vrou is—

(i) tussen 18h00 en 06h00 te werk nie; of

(ii) na 13h00 op meer as vyf dae in 'n week te werk nie.

(2) Ondanks subklousule (1) (a) en (b) en behoudens klousule 10 van hierdie hoofstuk van hierdie Ooreenkoms, mag 'n werkewer van 'n werkewer vereis of hom toelaat om oortydwerk te verrig vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) tien uur; of

(b) as die toestemming van die Raad vooraf verkry is, 'n getal ure wat meer as 10 mag wees, wat die Raad vasgestel het

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

(4) 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 scheme has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such a scheme.

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

(6) 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 Manufacturing Industry elsewhere than in his establishment except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or where the Factories, Machinery and Building Work Act, 1941, does not apply, in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry, except such work as is provided for in subclauses (1) and (4).

(4) No employer shall give out work in connection with the manufacture of furniture, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation to this Agreement, or which is registered with the Industrial Council [but subject to the provisions of subclause (3)] except that where an establishment is not organised for doing a particular type of work on its own premises and the Industry does not provide that type of service to manufacturers engaged in the Industry, employers shall be entitled to give out such work.

#### 7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee—

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

(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 hour; or

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

(d) who is a female, to work—

(i) between 18h00 and 06h00; or

(ii) after 13h00 on more than five days in any week.

(2) Notwithstanding the provisions of subclause (1) (a) and (b) and subject to the provisions of clause 10, of this Chapter 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) with the prior permission of the Council, a number of hours in excess of 10, fixed by the Council by notice, in

in 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of die klas werknemer, ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gespesifieer word:

Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar toelaat om oortydwerk te verrig-

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

(ab) op meer as drie agtereenvolgende dae nie;

(ac) op meer as 60 dae in 'n jaar nie;

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

(i) voor middag aan so 'n werknemer daarvan kennis gegee het; of

(ii) 'n toereikende maaltyd aan so 'n werknemer verskaf voordat sy met oortydwerk begin; of

(iii) so 'n werknemer 'n toelae van 30c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk moet begin.

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

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

(b) gedurende 'n ander tydperk waarin hy op die perseel van sy werkgever is:

Met dien verstande dat as daar bewys word dat so 'n werknemer nie aan die werk was nie en vry was om die perseel gedurende 'n gedeelte van 'n tydperk bedoel in paragraaf (b) te verlaat, die veronderstelling waarvoor in hierdie subklousule voorsiening gemaak word, nie van toepassing is nie ten opsigte van so 'n werknemer wat betrek daardeur gedeelte van so 'n tydperk.

(4) Daar moet elke dag aan elke werknemer 'n pouse van 10 minute beide in die voormiddag en in die namiddag toegestaan word wat gereken moet word as tyd gewerk.

## 8. KORTTYD

(1) As 'n werkgever weens 'n handelslapte, 'n tekort aan grondstowwe, 'n algemene onklaarraking van uitrusting of masjinerie veroorsaak deur 'n ongeluk of ander onvoorsienbare noodtoestand, so werkneemers nie in diens kan hou vir die getal gewone werkure per week wat gewoonlik in sy bedryfsinrigting gewerk word nie, moet die werknemer, behoudens hierdie klousule, sy werkneemers-korttyd laat werk gedurende, maar nie vir langer nie as die tydperk wat so 'n handelslapte, tekort aan grondstowwe of algemene onklaarraking van masjinerie of uitrusting duur.

(2) Wanneer korttyd gewerk word, moet die beskikbare werk verdeel word onder die werkneemers wat geraak is in 'n sekse en as daar bevind word dat dit nodig is om werkneemers te ontslaan, moet die werkneemers wat die laagste lone verdien, eerste ontslaan word: Met dien verstande dat geen werknemer weens korttyd ontslaan mag word nie totdat die korttydwerkure minder as 35 per week oor 'n aaneenlopende tydperk van vier weke daal.

(3) 'n Werknemer wat hom op 'n bepaalde dag op die gewone begintid van die bedryfsinrigting vir diens aannemel en vir wie geen werk beskikbaar is nie, moet ten opsigte van so 'n dag minstens vier uur se loon betaal word, tensy sy werkgever hom vooraf kennis gegee het dat sy dienste op die betrokke dag nie nodig sou wees nie.

## 9. BETALING VAN BESOLDIGING

(1) 'n Werkgever in enige van die klasse genoem in Hoofstukke II en III van hierdie Ooreenkoms wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as die minimum vir so 'n klas, moet, solank hy by dieselfde werkgever in dieselfde klas werk in diens is, minstens die loon ontvang wat hy op dié datum ontvang het plus enige verhoging voorgeskryf in klousule 2 van Hoofstuk II of in klousule B van Hoofstuk III, na gelang van die geval, behoudens die voorwaarde dat die Raad magtiging mag verleen vir die verlaging van so 'n hoër loon tot die peil wat in hierdie Ooreenkoms vir 'n werknemer voorgeskryf word.

(2) Besoldiging moet weekliks in kontant betaal word gedurende die gewone werkure op die betaaldag of by beëindiging van diens indien dit voor die gewone betaaldag geskied. Die betaaldag van elke bedryfsinrigting is Vrydag elke week, behalwe waar Vrydag 'n dag is waarop daar nie gewerk word nie, en in dié geval is die laaste werkdag voor Vrydag die betaaldag.

(3) Alle besoldiging moet aan die werkneemers oorhandig word in verselle koeverte waarop die naam en adres van die werkgever en die naam en beroep van die werknemer aangegetekend

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

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

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

(ab) on more than three consecutive days;

(ac) on more than 60 days in any year;

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

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

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

(iii) paid such employee an allowance of 30c 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 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) 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.

## 8. SHORT-TIME

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

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

(3) An employee who on any day reports for duty 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 of not less than four hours' wages, unless he was notified by his employer previously that his services would not be required on the day in question.

## 9. PAYMENT OF REMUNERATION

(1) An employee in any of the classes mentioned in Chapters II and III 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, plus any increase provided for in clause 2 of Chapter II or clause B of Chapter III, as the case may be, subject to the condition that the Council may authorise a reduction of such higher wage in the level prescribed in this Agreement for an employee.

(2) Remuneration shall be paid in cash weekly during normal working hours 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.

(3) All remuneration shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name and designation of the employee, and containing

is, en wat 'n opgawe bevat met al die inligting wat hieronder uiteengesit word, of anders moet die besonderhede wat hieronder uiteengesit word op die loonkoerant aangegetekend word:

Naam van werknemer.....  
 Naam en adres van werkgever.....  
 Week eindigende..... Beroep.....  
 Loon.....uur teen..... R.....  
 Oortydwerk.....uur teen..... R.....  
 Vakansiebonusfonds\* .....%..... R.....  
 \*(Voeg in 15, 10 of 5).  
 Subtotaal..... R.....  
 Min: Voorsorgfondsbydrae..... R.....  
 Subtotaal—Belasbare inkomste.. R.....  
 Min:  
 Inkomstebelasting..... R.....  
 Vakansiebonusfonds..... R.....  
 Nywerheidsraadsheffing..... R.....  
 Werkloosheidversekeringsfonds..... R.....  
 Vakverenigingledegeld..... R.....  
 Ander gemagtigde aftrekking (spesi-  
 fiseer)..... R..... R.....  
 Bedrag ingesluit: Kontant..... R.....

(4) 'n Werkgever mag nie 'n premie vir die opleiding van 'n werknemer vra of ontvang nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van opleidingskemas waartoe die werkgever regtens moet bydra nie.

(5) Behoudens hierdie Ooreenkoms of enige ander ooreenkoms aangegaan tussen die partye mag geen aftrekking van enige aard gemaak word van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, verdienste vir oortydwerk en/of enige ander vorm van besoldiging nie behalwe die volgende:

- (a) Enige bedrag wat 'n werkgever regtens of kragtens of ingevoige 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir versekerings- of pensioenfondse;
- (c) bydraes tot die fondse van die vakverenigings ingevolge klousule 31 van hierdie Hoofstuk;
- (d) enige ander bedrae wat ingevolge hierdie Ooreenkoms of enige ander ooreenkoms van die Raad afgetrek moet word.

#### 10. BETALING VIR OORTYDWERK EN WERK OP SONDAE

(1) Die volgende tyd wat gewerk word, behalwe tyd wat Sondae gewerk word, word as oortydwerk beskou, en 'n werknemer moet vir elke uur of gedeelte van 'n uur vir sodanige oortydwerk betaal word teen een en 'n halfmaal sy uurloon—

(a) vir alle tyd wat langer as 44 uur in 'n week gewerk word of vir die gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is; en/of

(b) waar 'n werknemer nie die volle getal ure voltooi wat die bedryfsinrigting gewoonlik werk nie weens siekte waarvoor hy 'n mediese sertifikaat moet toon op die dag wanneer hy sy werk hervat, en daarvan hom vereis word om voor die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting te werk (uitgesonderd tyd wat op Sondaes gewerk word), selfs indien die ure aldus gewerk onvoldoende is om die volle getal ure te voltooi wat die bedryfsinrigting gewoonlik werk:

Met dien verstande dat indien 'n werknemer van die werk afwesig is—

(i) op 'n openbare vakansiedag in klousule 11 van hierdie Hoofstuk bedoel waarop daar nie van die werknemer vereis word om te werk nie; of

(ii) gedurende enige of al die gewone werkure wat in sy werkgever se bedryfsinrigting nagekom word, op versoek of op las van sy werkgever; of

(iii) gedurende die gewone werkure tydens die eerste en laaste werkweke van die jaar toe die bedryfsinrigting nie gewerk het nie omdat dit vir die jaarlike vakansiesluiting gesluit was ingevolge klousule 4 van hierdie hoofstuk;

sodanige tydperke van afwesigheid vir die toepassing van hierdie subklousule geag moet word tyd gewerk te wees.

(2) (a) Vir alle tyd van hoogstens vier uur op 'n Sondag gewerk, moet 'n werknemer betaal word teen minstens een en 'n half maal die besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.

(b) Vir alle tyd van meer as vier uur op 'n Sondag gewerk, moet 'n werknemer besoldiging ontvang van minstens dubbel sy gewone urliklike besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk.

a statement reflecting all the information stipulated below or, alternatively, the wage envelope shall be endorsed with the particulars as set out hereunder, namely:

Employee's name.....  
 Name and address of employer.....  
 Week ending..... Designation.....  
 Wage.....hours at..... R.....  
 Overtime.....hours at..... R.....  
 Holiday Bonus Fund\* .....%..... R.....  
 \*(Insert 15, 10 or 5).  
 Subtotal..... R.....  
 Less: Provident Fund contributions... R.....  
 Subtotal: Taxable income..... R.....  
 Less:  
 Income tax..... R.....  
 Holiday bonus fund..... R.....  
 Industrial Council levy..... R.....  
 Unemployment Insurance Fund..... R.....  
 Trade Union subscriptions..... R.....  
 Other authorised deductions (specify)  
 ..... R.....  
 Amount enclosed: Cash..... R.....

(4) No premium for the training of an employee shall be charged or accepted by the employer: Provided that this sub-clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

(5) Subject to the provisions of this Agreement or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the following:

- (a) Any deduction which an employer is legally or by order of any competent court required or permitted to make;
- (b) with the written consent of the employee, deductions for insurance or pension funds;
- (c) deductions of contributions to the funds of the trade unions in terms of clause 31 of this Chapter;
- (d) any other deductions in terms of this Agreement or any other agreement of the Council.

#### 10. PAYMENT FOR OVERTIME AND WORK ON A SUNDAY

(1) The following time worked, other than time worked on a Sunday, shall be regarded as overtime and an employee shall for each hour or part of an hour of such overtime be paid at the rate of one and a half times his hourly rate—

(a) for all time worked in excess of 44 hours in any one week, or the normal hours of the establishment per week where such ordinary hours of work are less than 44 hours; and/or  
 (b) where an employee does not complete the total number of hours ordinarily worked by the establishment, owing to illness for which he must produce a medical certificate on the day he resumes work, and he is required to work before the normal starting and/or finishing time of the establishment (other than time worked on a Sunday) even if the hours so worked are insufficient to complete the total number of hours ordinarily worked by the establishment:

Provided that should an employee be absent from work—

(i) on a public holiday referred to in clause 11 of this Chapter on which the employee was not required to work; or

(ii) during any or all of the ordinary hours of work which are observed in his employer's establishment, upon the request or instruction of his employer; or

(iii) during the ordinary hours of work during the first and last working weeks of the year which were not worked by the establishment owing to the establishment being closed for the annual holiday shut-down in terms of clause 4 of this Chapter;

such periods of absence shall, for the purposes of this subclause, be deemed to be time worked.

(2) (a) For any time worked on a Sunday not exceeding four hours, an employee shall be paid at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week day.

(b) For any time worked on a Sunday exceeding four hours, an employee shall be paid remuneration at a rate not less than double his ordinary hourly rate of remuneration, in respect of the total period worked on such Sunday.

## (3) Ondanks subklousule (1)—

(a) mag 'n bedryfsinrigting nie meer as 10 uur oortyd per week werk nie, tensy die betrokke werkewer vooraf die Raad se toestemming verkry het op die wyse voorgeskryf in subklousule 7 (2) (b) van hierdie Hoofstuk van die Ooreenkoms;

(b) mag 'n bedryfsinrigting 10 uur of minder per week oortydwerk verrig, mits die betrokke werkewer die Sekretaris van die Raad daarvan in kennis stel binne sewe dae nadat dié oortydwerk verrig is.

## 11. OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging. Behoudens subklousule (2), moet elke werknemer vir elk van hierdie vakansiedae, selfs al val Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag, agt en vier vyfde maal sy uurloon betaal word indien die vakansiedag op 'n Saterdag val, of sy uurloon maal die getal ure wat hy gewoonlik sou gewerk het indien dié dag nie 'n vakansiedag met besoldiging was nie.

(2) Ingeval 'n werknemer se dienste deur die werkewer beëindig word sewe dae of minder vóór—

(a) Goeie Vrydag;

(b) die jaarlike sluitingsdatum voorgeskryf ingevolge klousule 4 van hierdie Hoofstuk;

is die werknemer desondanks geregtig op betaling vir—

in die geval van (a) hierbo, Goeie Vrydag en Paasmaandag; en

in die geval van (b) hierbo, Geloftedag, Kersdag en Nuwejaarsdag.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is Hemelvaartsdag en Republiekdag openbare vakansiedae met besoldiging ingevolge artikel 20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(4) Vir alle tyd wat volgens ooreenkoms tussen 'n werkewer en sy werknemer ingewerk word in plaas van die gewone werktyd wat verlore sal gaan weens die sluiting van 'n fabriek net op enigeen van die dae in paragrafe (a), (b), (c) en (d) van hierdie subklousule bedoel, moet 'n werknemer die gewone loon van die betrokke werknemer betaal word: Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op die onderskeie dae:

(a) Die Vrydag na Hemelvaartsdag;

(b) die eerste twee dae van die Joodse Nuwejaar;

(c) die Joodse Versoendag;

(d) die Vrydag na Geloftedag as laasgenoemde op 'n Donderdag val.

(5) Ondanks andersluidende bepalings in hierdie klousule, moet alle bedryfsinrigtings gesluit wees en mag geen werk op Goeie Vrydag, Geloftedag, Hemelvaartsdag of op Republiekdag verrig word nie.

(6) Ondanks subklousule (5), indien enige tyd op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag, Hemelvaartsdag en Republiekdag gewerk word, moet 'n werknemer, benevens die dag se betaling ten opsigte van elk van hierdie dae een en 'n half maal die uurloon van die betrokke werknemer betaal word.

## 12. INDIENSNEMING EN DIENSBEËINDIGING

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag geen werkewer 'n aansoeker om werk in diens neem nie tensy sodanige aansoeker 'n werkkaart toon wat deur die Raad uitgereik is.

(2) Die werkkaart bedoel in subklousule (1) moet in die vorm wees soos in Aanhengsel H van hierdie Hoofstuk aangedui en dit moet van die Raad verkry word deur elke aansoeker wat vir die eerste keer werk in die Meubelnywerheid soek by 'n werkewer wie se bedryfsinrigting binne 'n straal van 25 kilometer van die Raad se kantore af geleë is.

(3) 'n Werkewer wie se bedryfsinrigting geleë is buite die straal van 25 kilometer in subklousule (2) bedoel, moet, in die geval van 'n werknemer wat vir die eerste keer by die Nywerheid in diens tree, binne 24 uur ná die indiensneming van die werknemer skriftelik namens die werknemer aansoek doen om die werkkaart bedoel in subklousule (1).

(4) Die werkewer moet onmiddellik by indiensneming van die aansoeker of ontvangs van die werkkaart van die Raad, die naam van die bedryfsinrigting, die beroep van die werknemer, die datum van indienstreding en die voorgeskrewe loon van dié werknemer op die werkkaart aanteken en die werkkaart binne drie dae aan die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000, stuur.

## (3) Notwithstanding the provisions of subclause (1)—

(a) no overtime in excess of 10 hours per week may be worked by an establishment unless the employer concerned has obtained the prior permission of the Council in the manner prescribed in subclause 7 (2) (b) of this Chapter of the Agreement;

(b) overtime of 10 hours or less per week may be worked by an establishment provided the employer concerned advises the Secretary of the Council, in writing, of the fact within seven days of such overtime being worked.

## 11. PAID PUBLIC HOLIDAYS

(1) Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays. Every employee shall, subject to the provisions of subclause (2) receive payment for each of these holidays, notwithstanding that the Day of the Covenant, Christmas Day or New Year's Day may fall on a Saturday, at the rate of eight and four-fifths times his hourly rate if the holiday fell on a Saturday, or his hourly rate multiplied by the number of hours he would ordinarily have worked, had such day not been a paid holiday.

(2) In the event of the services of an employee being terminated by the employer seven days or less prior to—

(a) Good Friday;

(b) the annual closing date prescribed in terms of clause 4 of this Chapter;

the employee shall nevertheless be entitled to payment for—

in the case of (a) above, Good Friday and Easter Monday; and

in the case of (b) above, Day of the Covenant, Christmas Day and New Year's Day.

(3) Notwithstanding anything to the contrary contained in this Agreement, Ascension Day and Republic Day shall be paid public holidays in terms of the provisions of section 20 of the Factories, Machinery and Building Work Act, 1941.

(4) For any time worked in, by agreement between an employer and his employee, in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in paragraphs (a), (b), (c) and (d), of this subclause, an employee shall be paid at the ordinary rate of the employee concerned: Provided that the time shall be worked in during the two weeks prior to such closure on the respective days:

(a) The Friday after Ascension Day;

(b) the first two days of the Jewish New Year;

(c) the Jewish Day of Atonement;

(d) the Friday after the Day of the Covenant, whenever the latter day falls on a Thursday.

(5) Notwithstanding anything to the contrary contained in this clause, all establishments shall be closed and no work shall be performed on Good Friday, Day of the Covenant, Ascension Day or on Republic Day.

(6) Notwithstanding subclause (5), should any time be worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day, New Year's Day, Ascension Day and Republic Day, an employee shall in addition to the day's pay in respect of each of these days, be paid at one and a half times the hourly rate of the employee concerned.

## 12. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

(1) Notwithstanding anything to the contrary contained in this Agreement, no employer shall engage an applicant for work unless such applicant produces a working card issued by the Council.

(2) The working card referred to in subclause (1) shall be in the form as per Appendix H to this Chapter and shall be obtained from the Council by every applicant who for the first time seeks employment in the Furniture Manufacturing Industry with an employer whose establishment is situated within a radius of 25 km of the Council's offices.

(3) An employer whose establishment is situated outside the radius of 25 km referred to in subclause (2) shall, in the case of an employee who enters the Industry for the first time, within 24 hours of the engagement of the employee apply in writing on behalf of the employee for the working card referred to in subclause (1).

(4) The employer shall, immediately on the engagement of the applicant or on receipt of the working card from the Council, enter in the working card the name of the establishment, occupation of the employee, date of commencement of employment and the prescribed wage of such employee and within three days forward the working card to the Secretary of the Council, P.O. Box 10467, Johannesburg, 2000.

(5) Die Raad moet so spoedig as wat redelik moontlik is die inligting wat hy nodig het van die werkkaart afskryf en die kaart daarna aan die werkgever terugstuur wat dit moet bewaar totdat die werknemer sy diens verlaat en dan die datum van diensbeëindiging en die werklike loon by diensbeëindiging op die kaart moet aanteken en die kaart aan die werknemer moet teruggee.

### 13. VAKANSIEBONUSFONDS

(1) Elke werkgever moet aan die Raad ten opsigte van elke werknemer (uitgesonderd los werknemers) op die tyd en wyse voorgeskryf in subklousule (4) vir elke week Vakansiebonusfondsgeld betaal gebaseer op die besoldiging bereken op die wyse voorgeskryf in subklousule (2), behoudens die volgende:

(a) Die Vakansiebonusfondsgeld moet gelyk wees aan 15 per cent van die werknemer se besoldiging soos omskryf in subklousule (2): Met dien verstande dat—

(i) die werknemer gedurende die eerste en/of laaste werkweek van die jaar die maksimum getal gewone ure moes gewerk het of geag word te gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te gewerk het; of

(ii) die werknemer gedurende die eerste week van diens-aanvaarding die maksimum getal gewone ure moes gewerk het of geag word te gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te gewerk het; of

(iii) die werknemer 44 uur of langer in enige week moes gewerk het of geag word te gewerk het, of die normale gewone ure van die bedryfsinrigting per week waar die gewone werkure minder as 44 uur is; of

(b) die Vakansiebonusfondsgeld moet gelyk wees aan 10 per cent van die werknemer se besoldiging soos omskryf in subklousule (2) indien die werknemer tot 'n halfuur minder gewerk het of geag word te gewerk het as die getal ure voorgeskryf in paraagraaf (a); of

(c) die Vakansiebonusfondsgeld moet gelyk wees aan 5 per cent van die werknemer se besoldiging soos omskryf in subklousule (2) indien die werknemer minder ure gewerk het of geag word te gewerk het as die getal ure voorgeskryf in paraagraaf (b).

(d) Al die ure wat 'n werknemer vóór of ná die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting gewerk het, moet, met die oog op die vasstelling van die persentasie Vakansiebonusfondsgeld betaalbaar ingevolge subklousule (1) (a) of (b), getel word by die ure wat die werknemer gedurende die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting gewerk het.

(2) (a) Vir die toepassing van hierdie klousule beteken "besoldiging" die totale bedrag wat 'n werknemer deur middel van sy werk verdien het, en dit word bereken deur die ure wat hy gewerk het of geag word te gewerk het te vermengvuldig met die uurtarief en/of die loontarief per uur wat van toepassing is, afhangende van wanneer hy dié ure gewerk het, en dit moet die volle bedrag insluit van enige besoldiging aan die werknemer verskuldig vanweë enige onderbetalting van besoldiging wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is. Die woorde "die ure wat hy gewerk het" in die omskrywing van "besoldiging" in hierdie subklousule beteken die volle ure wat 'n werknemer gedurende enige maand gewerk het of geag word te gewerk het of, indien hy nie 'n volle maand gewerk het nie, sodanige minder diensure.

(b) Die uitdrukking "geag word te gewerk het" in die omskrywing van "besoldiging" in hierdie subklousule beteken die tydperk waarin dit vir die werknemer nie moontlik was om te werk nie vanweë korttyd of wat hy nie gewerk het nie omdat hy militêre opleiding ondergaan het oor 'n maksimum tydperk van vier maande, of wat hy nie gewerk het nie vanweë die openbare vakansiedae met besoldiging bedoel in klousule 11 (1) of 11 (3) of met die toestemming of latere goedkeuring van sy werkgever.

(c) 'n Tydperk van afwesigheid as gevolg van siekte moet nie beskou word as 'n tydperk waartydens 'n werknemer geag word te gewerk het nie.

(d) Die uitdrukking "die loontarief per uur wat van toepassing is, afhangende van wanneer hy dié ure gewerk het" ná die woorde "met die uurtarief en/of" in die omskrywing van "besoldiging" in hierdie subklousule beteken die loontarief betaalbaar per uur ingevolge klousules 10 en 11 van die Ooreenkoms; dit wil sê, een en 'n half maal of twee maal of twee en 'n half maal die uurtarief, na gelang van die gevall.

(3) Indien die vakansiebonus wat ingevolge hierdie klousule aan 'n vakleerling betaalbaar is, minder is as die besoldiging wat hy sou ontvang het as die fabriek nie gesluit was nie en hy sy gewone werkure gedurende genoemde verloftydperk gewerk het, moet sy werkgever aan die begin van die verloftydperk aan hom 'n bedrag betaal wat gelyk is aan die verskil tussen sy genoemde vakansiebonus en die bedrag van sy besoldiging wat hy sou ontvang het soos ingevolge subklousule (1) bereken.

(5) Such information as is required by the Council shall be taken from the working card as soon as reasonably possible after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and actual wage on termination and return the card to the employee.

### 13. HOLIDAY BONUS FUND

(1) Every employer shall pay to the Council in respect of every employee (excluding casual employees) at the time and in the manner prescribed in subclause (4) in respect of each week Holiday Bonus Fund moneys based on the remuneration calculated in the manner specified in subclause (2), subject to the following:

(a) The Holiday Bonus Fund moneys shall be equal to 15 per cent of the employee's remuneration as defined in subclause (2): Provided that—

(i) during the first and/or last working week of the year the employee shall have worked or be deemed to have worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or

(ii) during the first week of commencement of employment an employee shall have worked or be deemed to have worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or

(iii) the employee shall have worked or be deemed to have worked 44 hours or more in any one week or the normal ordinary hours of the establishment per week where such ordinary hours of work are less than 44 hours; or

(b) the Holiday Bonus Fund moneys shall be equal to 10 per cent of the employee's remuneration as defined in subclause (2) if the employee worked, or be deemed to have worked, up to half an hour less than the hours specified in paragraph (a); or

(c) the Holiday Bonus Fund moneys shall be equal to 5 per cent of the employee's remuneration as defined in subclause (2) if the employee worked, or be deemed to have worked, a lesser number of hours than the number specified in paragraph (b).

(d) Any hours worked by an employee before or after the normal starting and/or finishing time of the establishment shall, for the purposes of determining the percentage of Holiday Bonus Fund moneys payable in terms of subclauses (1) (a) or (b) be added to the hours worked by the employee during the normal starting and/or finishing time of the establishment.

(2) (a) For the purposes of this clause, "remuneration" means the total amount earned by an employee through his employment, obtained by multiplying the hours worked or deemed to have been worked by the hourly rate and/or the wage rate per hour applicable, depending on when such hours were worked and shall include the total amount of any remuneration owing to the employee because of any underpayment of remuneration due to the employee in terms of this Agreement. The words "the hours worked" contained in the definition of "remuneration" in this subclause shall mean the total hours worked or deemed to have been worked during any one month or, should the employee not have worked a month, such lesser period of employment.

(b) The expression "deemed to have been worked" contained in the definition of "remuneration" in this subclause, shall mean such period an employee was unable to work owing to short-time, or whilst undergoing military training for a maximum period of four months or on the paid public holidays referred to in clause 11 (1) and 11 (3) or with the consent or subsequent approval of the employer, did not work.

(c) Any period of absence owing to illness shall not be considered to be a period during which the employee is deemed to have worked.

(d) The expression "the wage rate per hour applicable, depending on when such hours were worked" after the words "by the hourly rate and/or" in the definition of "remuneration" in this subclause shall mean the wage rate payable per hour in terms of clauses 10 and 11 of the Agreement; that is one and a half times or twice or two and a half times the hourly rate, as the case may be.

(3) Should the holiday bonus payable to an apprentice in terms of this clause be less than the remuneration which he would have earned if the factory had not been closed and he had worked ordinary hours of work during the said leave period, his employer shall pay him at the commencement of the leave period an amount equal to the difference between his said holiday bonus and the amount of the remuneration which he would have earned as calculated in terms of subclause (1).

(4) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousule (1) betaalbaar is, māand na maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal om gestort te word in die Transvaalse Vakansiebonusfonds vir Meubelwerkers, ingestel by Goewermentskennisgewing 2071 van 15 Desember 1960, en daarna genoem die Sentrale Vakansiefonds van Transvaalse Meubelwerkers en die Transvaalse Bonusfonds vir Meubelwerkers, ingestel by Goewermentskennisgewing R. 517 van 28 Maart 1969, wat hierby voortgesit en saamgesmelt word, en hierna bekend staan as die "Vakansiebonusfonds". Wanneer die werkgever sodanige bedrae betaal, moet hy 'n staat verstrekk in die vorm wat in Aanhengsel F van hierdie Ooreenkoms gespesifieer word.

(b) 'n Werkgever wat met betalings ingevolge paragraaf (a) agterstallig is en wat versium, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die vorm in paragraaf (a) bedoel. 'n Werkgever op wie hierdie paragraaf toegepas is mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in paragraaf (a) voorsiening gemaak is.

(c) Indien die Raad enige bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand nā die maand ten opsigte waarvan dit betaalbaar is ontvang nie, moet die werkgever op sodanige bedrag of op sodanige klein bedrag wat onbetaal bly rente betaal, bereken teen een persent per maand of gedeelte daarvan vanaf dié 10de dag tot die dag waarop die Raad die betaling werklik ontvang. Met dien verstande dat die Raad geregtig is om na eie goeddunke die betaling van sodanige rente of 'n gedeelte daarvan kwyt te skeld.

(5) Elke werkgever wat deur 'n geregistreerde bank en/of versekeringsmaatskappy, wat die Raad se goedkeuring wegdra, aan die Raad 'n waarborg verskaf vir die totale bedrag van sy jaarlike verpligteing ingevolge hierdie klousule, moet, sonder om sy aanspreeklikheid teenoor sy werknemers enigsins te beperk, vrystelling verleen word van die betaling aan die Raad op die wyse in subklousule (4) van hierdie klousule voorgeskryf: Met dien verstande dat die vrystelling onderworpe is aan sodanige bepalings en voorwaardes as wat die Raad van tyd tot tyd daarop van toepassing maak.

(6) (a) Die Vakansiebonusfonds moet deur die Raad geadministreer word en alle onkoste wat in verband met die administrasie van die Vakansiebonusfonds aangegaan word, moet teen die Raad gedebiteer word.

(b) Alle geld wat in die Vakansiebonusfonds gestort word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds moet geskied deur middel van tjeeks getrek op die Fonds se rekening, en dié tjeeks moet geteken word deur drie persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie betalings ingevolge hierdie klousule gedoen word, en ook van die bedrag wat ten opsigte van hom in die Vakansiebonusfonds gestort word.

(c) Die Vakansiebonusfonds moet gebruik word om op die grondslag en gedurende die tydperke hieronder genoem 'n vakansiebonus onder die betrokke werknemers te verdeel:

Tussen 7 en 20 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van September ten opsigte van hom in die Vakansiebonusfonds gestort is.

(7) Vakansiebonusse wat vir 'n tydperk van twee jaar vanaf die datum waarop hulle betaalbaar word, onopgeëis bly, val die algemene fondse van die Raad toe. Met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die algemene fondse van die Raad, van alle vakansiebonusse wat verskuldig is en opgeëis word gedurende 'n verdere tydperk van drie jaar vanaf die datum waarop hulle aldus die algemene fondse van die Raad toegeval het: Voorts met dien verstande dat, indien die Raad ontbind word gedurende enige van die tydperke hierin genoem, en ondanks andersluidende bepalings in hierdie subklousule, sodanige geld drie maande na die datum van sodanige ontbinding finalia die Raad se algemene fondse toeval.

(8) Die Raad mag van die geld wat aan die Vakansiebonusfonds behoort, van tyd tot tyd belê. Met dien verstande dat dié geld belê word ooreenkomsdig artikel 21 (3) van die Wet en dat die rente op sodanige beleggings die algemene fondse van die Raad toeval as teenprestasie vir die Raad se administrasie van die Fonds.

(4) (a) Subject to the provisions of paragraph (b) all amounts payable in terms of subclause (1), shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposit into the Transvaal Furniture Workers' Holiday Bonus Fund, established in terms of Government Notice 2071 of 15 December 1960, and subsequently styled The Transvaal Furniture Workers' Central Holiday Fund, and the Transvaal Furniture Workers' Bonus Fund, established in terms of Government Notice R. 517 of 28 March 1969, which is hereby continued and amalgamated, hereinafter referred to as the "Holiday Bonus Fund". When making such payment the employer shall furnish a statement in the form specified as per Appendix F to this Chapter.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the form referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(5) Every employer who supplies the Council with a guarantee by a registered banker and/or insurance company satisfactory to the Council for the total of his annual commitments under this clause shall, without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner prescribed in subclause (4) of this clause: Provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.

(6) (a) The Holiday Bonus Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Holiday Bonus Fund shall form a charge upon the Council.

(b) All moneys paid to the Holiday Bonus Fund shall be deposited in a banking account to be opened in the name of the Holiday Bonus Fund. All payments from the Holiday Bonus Fund shall be by cheque drawn on the Fund's account, and such cheques shall be signed by three persons duly authorised by the Council. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the Holiday Bonus Fund in respect of him.

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

Between 7 and 20 December, each employee shall be paid a holiday bonus equal to the amount paid into the Holiday Bonus Fund in respect of him during the year ending the last week of September.

(7) Holiday bonuses which remain unclaimed for a period of two years from the date on which they become payable, shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any holiday bonuses due and claimed during a further period of three years after such accrual to the Council's general funds: Provided further that should the Council be dissolved within any or either of the periods mentioned herein, and notwithstanding anything to the contrary contained in this subclause, such moneys shall finally accrue to the general funds of the Council three months after the date of such dissolution.

(8) The Council may invest any of the moneys belonging to the Holiday Bonus Fund from time to time: Provided that such investment shall be made in accordance with the provisions of section 21 (3) of the Act 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.

(9) Indien die boedel van 'n werkewer gesekwestreer word, of indien 'n maatskappy wat 'n werkewer is, in likwidasie geplaas word en geld ingevolge hierdie klousule deur sodanige werkewer aan die Raad verskuldig is ten opsigte van 'n werktydperk van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, behoudens die Insolvencieswet, 1936, by sodanige sekwestrasie of likwidasie geregtig om Vakansiebonusfondsgeld van hoogstens een en 'n kwart dae se loon vir elke maand van sodanige dienstydperk van hoogstens 12 maande te eis asof sodanige geld, vir die toepassing van genoemde Wet, besoldiging uitmaak. Die Raad kan sodanige geld namens 'n werknemer eis vir betaling aan hom.

(10) 'n Openbare rekenmeester wat deur die Raad aangestel moet word en wie se besoldiging deur die Raad bepaal moet word, moet die rekenings van die Vakansiebonusfonds minstens eenmaal per jaar ouditeer en moet voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:

(a) Alle geld wat ingevolge hierdie klousule ontvang is;

(b) uitgawes gedurende die 12 maande geëindig 28 Februarie, onder alle hoofde aangegaan, tesame met 'n balansstaat wat die bates en laste van die Vakansiebonusfonds op daardie datum toon.

(11) Juiste kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik, maar nie later nie as drie maande na verstryking van die tydperk wat daardeur gedek word, deur die Raad aan die Sekretaris van Arbeid gestuur word.

(12) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan weens verloop van tyd of weens 'n ander oorsaak verval en 'n latere ooreenkoms wat vir die voortsettig van die Vakansiebonusfonds voorsiening maak, nie binne 'n tydperk van 12 maande met ingang van dié vervaldatum aangegaan word nie, of as die Vakansiebonusfonds nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiebonusfonds ingestel is nie, moet die Vakansiebonusfonds ooreenkomsdig subklousule (13) van hierdie klousule gelikwiede word. Die Vakansiebonusfonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word. Hierdie subklousule is onderworpe aan subklousule (7).

(13) Ingeval die Raad onbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms nog bindend is ingevolge artikel 34 (2) van die Wet, kan die Registrateur 'n komitee uit die gelede van die werkewers en werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van albei partye, en dié komitee moet dan voortgaan om die Vakansiebonusfonds te administreer. Die Registrateur kan 'n vakature wat in die komitee ontstaan, uit die gelede van die werkewers of die werknemers—na gelang van die geval—vul ten einde 'n gelyke getal werkewers- en werknemersverteenvoerders in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Vakansiebonusfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdheede van die komitee. Indien daar by die verval van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiebonusfonds deur die komitee wat ooreenkomsdig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwiede word op die wyse voorgeskryf in subklousule (14) van hierdie klousule.

(14) Indien die Vakansiebonusfonds gelikwiede moet word, moet die geld wat nog in die kredit van die Vakansiebonusfonds staan nadat alleiese teen die Vakansiebonusfonds met inbegrip van die administrasie- en likwidasiekoste, betaal is, in dié algemene fondse van die Raad gestort word, en as daar nie meer 'n Raad bestaan nie en die sake van die Raad reeds afgehandel en sy bates verdeel is, moet sodanige saldo van die Vakansiebonusfonds ooreenkomsdig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(15) Hierdie klousule is nie op los werknemers van toepassing nie.

#### 14. VERSKAFFING VAN GEREEDSKAP

Die werkewer moet werkbanke, klampe, handskroewe, lympotte en alle kwaste verskaf.

Die werkewer moet die gereedskap van sy werknemers wat hulle gewoonlik gebruik op sy koste verseker teen verlies of vernietiging deur brand of inbraak by die perseel.

(9) Should the estate of an employer be sequestrated, or a company, which is an employer, be placed in liquidation and any money be due by such employer to the Council in terms of this clause in respect of any period of employment of any employee, the employee in respect of whom the money is due shall, subject to the provisions of the Insolvency Act, 1936, be entitled, on such sequestration or liquidation, to claim Holiday Bonus Fund moneys not exceeding 1½ day's wages for each month of such period of employment not exceeding 12 months, as if such money constituted remuneration for the purposes of the said Act. The Council may claim such money on behalf of any employee for payment to him.

(10) 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 Holiday Bonus Fund at least once annually and, not later than 31 March, in each year, prepare a statement showing—

(a) all moneys received in terms of this clause;

(b) expenditure incurred under all headings during the 12 months ended 28 February, preceding, together with a balance sheet showing the assets and liabilities of the Holiday bonus Fund at that date.

(11) 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 offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible not later than three months after the close of the period covered thereby be transmitted by the Council to the Secretary for Labour.

(12) In the event of the expiry of this Agreement or any extension or renewal thereof through effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Holiday Bonus Fund not being negotiated within a period of 12 months from the date of such expiry, or the Holiday Bonus Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original Holiday Bonus Fund was created, the Holiday Bonus Fund shall be liquidated in terms of subclause (13). The Holiday Bonus 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. This subclause shall be subject to the provisions of subclause (7).

(13) 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 still 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 Holiday Bonus 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 Holiday Bonus 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 trustees shall possess all the powers of the Committee for such purpose. If upon the expiration of this Agreement there is no Council in existence, the Holiday Bonus Fund shall 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 (14) of this clause.

(14) Should the Holiday Bonus Fund have to be liquidated, the moneys remaining to the credit of the Holiday Bonus Fund, after the payment of all claims against the Holiday Bonus Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council or if there is no Council in existence and the affairs of the Council have already been wound up and its assets distributed, such balance of the Holiday Bonus 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.

(15) The provisions of this clause shall not apply to casual employees.

#### 14. PROVISION OF TOOLS

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

The employer shall at his expense, insure against loss or destruction by fire or as a result of burglary of the premises the tools of his employees normally used by them.

In dié verband is elke werknemer verplig om, wanneer dit van hom vereis word, 'n inventaris te verstrek van die gereedskap in sy besit en moet hy voorts die inligting verstrek wat die verskeraars van tyd tot tyd ten opsigte van genoemde gereedskap mag vereis en verder sy gereedskap in 'n gereedskapskis toegesluit hou.

### 15. VRYSTELLINGS

(1) Behoudens die voorbehoedsbepaling van artikel 51 (3) van die Wet, kan die Raad om 'n afdoen rede vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes waarop vrystelling verleen word en die tydperk waarin dié vrystelling van krag is, bepaal: Met dien verstande dat die Raad, as hy dit goeddink, en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitrek wat deur die Voorsitter en Sekretaris van die Raad onderteken is, en waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes soos bepaal ooreenkomstig subklousule (2) waarop vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling van krag sal wees; en
- (e) die rede waarom vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

(5) Die Raad moet die betrokke werkgever en die betrokke werknemer minstens een week voor die verstryking van die vrystelling in kennis stel van die datum waarop die vrystellingsertifikaat wat uitgereik is, verstryk, en as genoemde werknemer daarna in die diens van dieselfde werkgever bly en geen verdere aansoek om vrystelling gedoen word nie, is die Ooreenkoms van toepassing.

(6) (a) 'n Subkomitee bestaande uit minstens twee werkgeververteenwoordigers in die Raad en twee plaasvervangers en twee vakverenigingverteenwoordigers in die Raad en een plaasvervanger moet jaarliks gekies en gemagtig word om voorwaardelike vrystelling van die bepalings van klousule 1 van Hoofstuk II te verleen: Met dien verstande dat sodanige voorwaardelike vrystellings na die Raad verwys moet word vir oorweging op sy maandelikse vergadering; Voorts met dien verstande dat indien enige aansoek om vrystelling deur die subkomitee geweier is, die aansoeker om sodanige vrystelling die reg het om die aansoek om vrystelling na die Raad te verwys vir oorweging op sy maandelikse vergadering.

(b) Die subkomitee gekies ingevolge paragraaf (a) moet op 'n vasgestelde dag elke week bymekaar kom soos van tyd tot tyd deur die subkomitee bepaal: Met dien verstande dat, indien aansoek om vrystelling deur die Sekretaris van die Raad ontvang word, die subkomitee binne 48 uur moet bymekaar kom om die aansoek aldus ontvang te oorweeg.

### 16. BESTAANDE LEERLINGSKAPSERTIFIKATE

Ondanks die verstryking van 'n vorige ooreenkoms vir die Nywerheid, moet die Raad voortgaan om alle leerlingskapsertifikate wat ingevolge dié vorige ooreenkoms uitgereik is, te administreer totdat die sertifikate weens verloop van tyd verstryk het of andersins deur die Raad intrek of gekanselleer is.

### 17. UITGAWES VAN DIE RAAD

(1) Ter bestryding van die uitgawes van die Raad moet elke werkgever die volgende aftrekkings doen:

(a) 12c per week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge en los werknemers), wat 'n loon van R20 of meer per week verdien;

(b) 9c per week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge en los werknemers), wat 'n loon van minder as R20 per week verdien:

Met dien verstande dat in gevalle waar die werknemer minder as 16 uur per week werk daar geen bedrae afgetrek word nie.

(2) By die aftrekkings in subklousule (1) hierbo vermeld, moet die werkgever 'n bedrag voeg wat daarmee gelykstaan.

In this connection each employee 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, and shall keep his tools locked in a toolbox.

### 15. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, grant exemption from any of the provisions of the Agreement for any good and sufficient reason.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption shall operate;
- (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.

(5) The Council shall, at least one week prior to the expiry of the exemption, notify the employer and the employee concerned of the date of the expiry of the exemption certificate granted, whereafter, if the said employee remains in the employ of the same employer and no further application for exemption has been submitted, the provisions of the Agreement shall apply.

(6) (a) A subcommittee comprising not less than two employer representatives and two alternates and two trade union representatives and two alternates on the Council shall be elected annually, and shall be authorised to grant provisional exemptions from the provisions of clause 1 of Chapter II: Provided that such provisional exemptions shall be referred to the Council for consideration at its monthly meeting: Provided further that if any application for exemption has been refused by the subcommittee, the applicant for such exemption shall have the right to refer the application for exemption to the Council for consideration at its monthly meeting.

(b) The subcommittee elected in terms of paragraph (a) shall meet on a day to be specified, each week as determined by the subcommittee from time to time: Provided that if applications for exemptions are received by the Secretary of the Council, the subcommittee shall meet within 48 hours to consider the applications so received.

### 16. EXISTING LEARNERSHIP CERTIFICATES

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

### 17. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall deduct—

(a) 12c per week from the wages of each of his employees (other than apprentices and casual employees) whose wages are R20 per week or more;

(b) 9c per week from the wages of each of his employees (other than apprentices and casual employees) whose wages are less than R20 per week:

Provided that no deduction shall be made in respect of those weeks during which an employee worked less than 16 hours.

(2) In addition to the deductions referred to in subclause (1), the employer shall add a like amount.

(3) (a) Behoudens paragraaf (b), moet die werkewer alle bedrae wat ingevolge subklousules (1) en (2) betaalbaar is, maand na maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal. Wanneer die werkewer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhengsel F van hierdie Ooreenkoms gespesifieer word.

(b) 'n Werkewer wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die vorm in paragraaf (a) bedoel. 'n Werkewer op wie hierdie paragraaf toegepas is mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in paragraaf (a) voorsiening gemaak is.

(4) Klousule 13 (4) (c) van hierdie Hoofstuk is *mutatis mutandis* van toepassing.

#### 18. REGISTRASIE VAN WERKGEWERS

(1) Elke werkewer moet, as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand vanaf die datum waarop dié Ooreenkoms in working tree, en elke werkewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf die datum waarop hy met sy werkzaamhede begin, aan die Sekretaris van die Raad 'n ingevulde registrasievorm stuur in die vorm van Aanhengsel G van hierdie Hoofstuk.

*L.W.*—Hierdie Aanhengsel is verkrybaar van die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000.

(2) Waar die werkewer 'n vennootskap is, moet die inligting wat in subklousule (1) vereis word, in verband met elkeen van die vennote verstrekk word asook die naam waaronder die vennootskap sake doen.

(3) (a) Wanneer daar enige wysiging in die besonderhede is wat ingevolge subklousule (1) voorgelyk word, moet die werkewer binne 14 dae na sodanige wysiging 'n nuwe ingevulde Aanhengsel G aan die Raad stuur.

(b) 'n Werkewer wat voornemens is om op te hou om werkewer te wees, moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om op te hou skriftelik daarvan in kennis stel.

(4) Daarbenewens moet elke werkewer hom ooreenkomsdig artikel 59 van die Wet en artikel 11 van Hoofstuk II van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, by die Afdelingsinspekteur van Arbeid laat registreer.

#### 19. WERKENDE EIENAARS EN VENNOTE

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

#### 20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(1) Elke werkewer moet 'n leesbare kopie van dié Ooreenkoms in albei amptelike tale op 'n opvallende plek waar sy werkemers geredelik toegang daartoe het, in sy bedryfsinrigting opplak en opgeplak hou.

(2) Daarbenewens moet die werkewer alle ander kennisgewings ingevolge artikel 58 van die Wet vertoon.

(3) Elke werkewer moet 'n kennisgewing in die vorm voorgeskryf in Aanhengsel B van hierdie Hoofstuk wat die begin-en ophoutye van werk vir elke dag van die week, die etensuur en die teepouses in die voor- en namiddag meld op 'n plek in sy bedryfsinrigting vertoon wat geredelik vir sy werkemers toeganklik is.

#### 21. DIE BYHOU VAN REGISTERS

Die tyd- en loonregisters wat ingevolge artikel 57 van die Wet gehou moet word, moet in 'n leesbare skrif en met ink bygehou word op die werkewer se fabriksperseel waar sy werkemers werklik werk.

#### 22. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD EN KOMITEES VAN 'N NASIONALE AARD IN DIE NYWERHEID

Elke werkewer moet aan alle werkemers van hom wat teenwoordigers in die Raad of in komitees van die meubelvakverenigings van 'n nasionale aard is, alle redeleke faciliteite verleen om hul pligte na te kom in verband met vergaderings wat deur hierdie liggende gehou word,

(3) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclauses (1) and (2) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council. When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to this Agreement.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the form referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(4) The provisions of clause 13 (4) (c) of this Chapter shall *mutatis mutandis* apply.

#### 18. REGISTRATION OF EMPLOYERS

(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 operation by him forward to the Secretary of the Council a completed Registration Form in the form as per Appendix G to this Chapter.

*Note.*—This Appendix is obtainable from the Secretary of the Council at P.O. Box 10467, Johannesburg, 2000.

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

(3) (a) Whenever there is any alteration in the details submitted in terms of subclause (1), the employer shall resubmit a completed Appendix G to the Council within 14 days of such alteration.

(b) An employer who intends to cease being an employer shall notify the Secretary of the Council, in writing, at least 14 days prior to the date on which he intends such cessation.

(4) Every employer shall in addition register with the Divisional Inspector of Labour in compliance with the provisions of section 59 of the Act and section 11 of Chapter II of the Factories, Machinery and Building Works Act, 1941.

#### 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 AND NOTICES

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

(2) In addition, the employer shall exhibit all other notices in compliance with the provisions of section 58 of the Act.

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

#### 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 on the employers factory premises where his employees actually work.

#### 22. TRADE UNION REPRESENTATIVES ON THE COUNCIL AND COMMITTEES OF A NATIONAL CHARACTER IN THE INDUSTRY

Every employer shall grant to any of his employees who are representatives on the Council, or on committees of furniture trade unions of a national character, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

### 23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek en beslissings gee wat nie met die bepalings daarvan onbestaanbaar is nie.

### 24. AGENTE

(1) Die Raad moet een of meer gespesifieerde persone as agente aanstel om behulpsaam te wees met die uitvoering van die Ooreenkoms.

Die agent het die reg om—

(a) alle persele of plekke waar die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

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

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

(d) te vereis dat alle betaalstate of boeke waarin daar boek gehou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging by hierdie Ooreenkoms vasgestel word, getoon word en om dit te inspekteer, te ondersoek 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) Iedereen vir wie hierdie Ooreenkoms bined is, moet al die faciliteite hierbo genoem, aan die agent verleen.

(4) Alle klagtes wat die partye tot die Raad rig vir ondersoek deur agente, moet deur tussenkoms van die Sekretaris van die Raad skriftelik ingedien word.

### 25. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie, tensy dié werknemer lid is van enigeen van die vakverenigings, en geen lid van enigeen van die vakverenigings mag vir 'n werkewer wat nie lid van die werkgewersorganisasie is, werk nie: Met dien verstande dat 'n lid van die werkewersorganisasie 'n werknemer wat nie vir lidmaatskap van die vakverenigings in aanmerking kom nie, in diens mag neem: Voorts met dien verstande dat, afgesien van die regte van 'n veronregte persoon soos bepaal in artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkewer of 'n werknemer, na gelang van die geval, na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is.

(2) Vir die toepassing van dié klousule beteken "lidmaatskap" lidmaatskap ooreenkomsdig die konstitusie van die vakverenigings of werkgewersorganisasie.

(3) Bewys van lidmaatskap van die vakverenigings of werkewersorganisasie is die vertoning van 'n kaart en/of sertifikaat wat onderteken is deur die sekretaris van die betrokke verenigings/organisasie.

Beide die vakverenigings en die werkgewersorganisasie moet die Raad voorseen van 'n lys van alle lede van hul onderskeie verenigings/organisasies wat bedank het, uitgesit en geskors is. By ontvangs van dié lys moet die Sekretaris van die Raad die lid of lede van die betrokke verenigings/organisasies mee-deel dat sy/hul kaart en/of sertifikaat van lidmaatskap nie meer vir die toepassing van dié klousule geldig is nie.

(4) Subklousule (1) is nie ten opsigte van 'n immigrant gedurende die eerste jaar vanaf die datum waarop hy die Republiek van Suid-Afrika binne gekom het, van toepassing nie: Met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakverenigings lid daarvan te word, subklousule (1) onmiddellik in werking tree.

(5) Wanneer meer as een werknemer wat lede van een van die vakverenigings is, bedank uit die diens van 'n werkewer wat 'n party by die Ooreenkoms is en die werkewer skriftelik aan die Raad rapporteer dat die redes vir die bedankings, na sy mening, nie uitsluitlik iets van 'n persoonlike aard vir die werknemers is nie, moet die vakverenigings poog om bevredigende plaasvervangende arbeid te verskaf, en as die vakverenigings of die Departement van Arbeid nie in staat is om bevredigende plaasvervangende arbeid te verskaf deur middel van persone wat lede van die vakverenigings is nie, is subklousule (1) nie van toepassing nie op sy indiensneming van werknemers om die werknemers wat aldus bedank het, te vervang: Met dien verstande dat genoemde werkewer binne een week vanaf die

### 23. ADMINISTRATION OF AGREEMENT

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

### 24. AGENTS

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

The agent shall have the right to—

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

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

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

(d) require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remuneration paid to an employee whose wages are determined 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 agents all the facilities referred to.

(4) All complaints by parties to the Council for investigation by agents, shall be lodged through the Secretary of the Council in writing.

### 25. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall employ an employee unless such employee is a member of any of the trade unions and no member of any of the trade unions shall work for an employer who is not a member of the employers' organisation: Provided that a member of the employers' organisation may employ any employee who is not eligible for membership of the trade unions: Provided further 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, as the case may be.

(2) For the purposes of this clause, "membership" shall mean membership in terms of the constitution 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 unions organisation concerned.

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

(4) The provisions of subclause (1) 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 unions concerned to become a member of it, the provisions of subclause (1) shall immediately come into operation.

(5) Whenever more than one employee, being members of any of the trade unions, resign from the service of an employer who is a party to the Agreement and the employer reports in writing to the Council that in his opinion the reasons for the resignations are not solely of a character personal to the employees, the trade unions shall endeavour to provide satisfactory substitute labour and if they or the Department of Labour is unable to supply satisfactory substitute labour by way of persons who are members of the trade unions, the provisions of subclause (1) shall not apply in regard to his engagement of employees to replace such employees who have so resigned: Provided that

datum waarop hy 'n nie-lid van enigeen van die vakverenigings ooreenkomsdig dié bepalings in diens geneem het, die naam en adres van dié werknemer aan die Raad moet verstrek.

(6) Besoldigde beampetes van die vakverenigings moet eers die toestemming van die werkgewers verkry, voordat hulle vakverenigingswerksaamhede in die bedryfsinrigtings van sodanige werkgewers onderneem.

#### 26. ABSENTEISM

Behoudens klosule 7 van dié Hoofstuk van die Ooreenkoms, mag geen werknemer gedurende die tye waarop die bedryfsinrigting oop is, sonder die uitdruklike toestemming van sy werkgever van sy werk wegblie nie, behalwe weens siekte en/of beserings of weens oorsake buiten die beheer van die werknemer. 'n Werknemer wat versuim om hom vir werk aan te meld, moet sy werkgever binne 24 uur op die vinnigste manier moontlik daarvan in kennis stel.

#### 27. LONE

Behoudens klosules 9, 10, 11, 16, 17 en 31 van hierdie Hoofstuk van die Ooreenkoms, mag geen lone wat laer is as dié voorgeskryf in Hoofstukke II en III van die Ooreenkoms, deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie.

#### 28. VERBOD OP DIE INDIENSNEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN 15 JAAR

Niemand onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

#### 29. LEERLINGE

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

(2) Daar moet by die Raad aansoek gedoen word om as 'n leerling te werk in die vorm wat die Raad vir dié doel voorskryf en die aansoek moet vergesel gaan van 'n geboortesertifikaat of 'n ander aanvaarbare dokumentêre bewys van ouderdom.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgever en die tydperk waarin die toestemming van krag is, gemeld word: Met dien verstande dat die Raad, as hy dit goed dink en as subklosule (7) van dié klosule nie meer van toepassing is nie en nadat daar een week vooraf skriftelik kennis aan die werkgever en die werknemer gegee is, 'n sertifikaat wat kragtens dié subklosule uitgereik is, kan intrek, afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

(4) 'n Kopie van elke sertifikaat wat kragtens subklosule (3) uitgereik is, moet aan die werkgever verstrek word, wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

(5) Ten einde die minimum loon vas te stel wat aan 'n leerling betaalbaar is, kan vorige ondervinding van soortgelyke werk in enige nywerheid na gevind word van die Raad in aanmerking geneem word, en die loon moet gespesifieer word in die sertifikaat wat die Raad ooreenkomsdig subklosule (1) uitreik.

(6) (a) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as drie maande dieselfde werksaamheid verrig nie sonder dat die Raad vooraf goedkeuring daaroor verleen het,

(b) Die werksaamhede ten opsigte waarvan leerlingskappe in naaiers- of naaiesterswerk toegestaan word, is glistekwerk, die naai en/of aanmekaarwerk van oortreksels, klappe, kussings, koerde, gordynvalle, knope aanwerk of gordyne, maar uitgesonderd die sny van oortreksels.

(7) (a) Die Raad kan op aansoek magtiging verleent vir die indiensneming van leerlinge in 'n getalsverhouding van een leerling tot elke drie gekwalifiseerde werknemers wat in diens is, met dien verstande dat geen leerling (uitgesonderd leerlingnaaiers, graad III) in diens geneem mag word vir werksaamhede wat onder graad III en/of graad IV van Hoofstuk II van hierdie Ooreenkoms ingedeel is nie.

(b) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasilitete verskaf word nie, of wanneer hy 'n ander grondige rede het, enige sertifikaat wat ooreenkomsdig dié klosule uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

(c) Paragraaf (a) is nie van toepassing op bedryfsinrigtings wat nie vir 'n aaneenlopende tydperk van 12 maande bestaan het nie, of ten opsigte waarvan die Raad grond het om te vermoe dat dit nie toereikende fasilitete vir die opleiding van leerlinge het nie.

within one week of engaging any non-member of any of the trade unions in terms hereof, the said employer shall notify the name and address of such employee to the Council.

(6) Paid officials of the trade unions shall require the prior permission of employers before engaging on any trade union activities in the establishment of such employers.

#### 26. ABSENTEEISM

Subject to the provisions of clause 7 of this Chapter of the Agreement, no employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee, shall within 24 hours of his failure to report for work cause his employer to be notified thereof in the most expeditious manner available.

#### 27. WAGES

Subject to the provisions of clauses 9, 10, 11, 16, 17 and 31 of this Chapter of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Chapters II and III of this Agreement.

#### 28. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

No person under the age of 15 years shall be employed in the Industry.

#### 29. 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 form prescribed by it for this purpose, and shall be accompanied by a birth certificate or other acceptable documentary proof of age.

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

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

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

(b) The operations in respect of which learnerships in seamstresses' work shall be granted are slip-stitching, sewing and or joining covers, flies, cushions, cords, pelmets, buttoning or curtains, but shall exclude the cutting of covers.

(7) (a) The Council may on application authorise the employment of learners in a ratio of one learner to each of three qualified employees engaged: Provided that no learner (other than learner Grade III seamster) may be employed on operations classified under Grade III and/or Grade IV of Chapter II of this Agreement.

(b) 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.

(c) The provisions of paragraph (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has reason to believe have inadequate facilities for training any learners.

(8) Die leertyd is twee jaar.

(9) As 'n leerling werktyd gedurende die tydperk van sy leerlingskap verloor, word daar van hom vereis om die totaal van dié verlore werktyd aan die einde van sy tydperk van leerlingskap in te haal: Met dien verstande dat daar nie van hom vereis mag word nie om verlore werktyd in te haal wat deur siekte en/of 'n ongeluk en/of 'n oorsaak buite sy beheer meegebring is en wat hoogstens altesaam 24 werkdae beloop, en/of wat deur militêre opleiding veroorsaak is.

(10) Ná voltooiing van die tydperk van leerlingskap moet die werkewer die leerlingskapsertifikaat of die vrystelling aan die Raad terugstuur, waarna die Raad aan die betrokke werknemer 'n sertifikaat of diploma moet uitrek wat sy kwalifikasiekategorie aandui. Die sertifikaat of diploma moet in die vorm wees wat van tyd tot tyd voorgeskryf word.

### 30. SIEKTEVERLOF MET BESOLDIGING

(1) 'n Werkewer moet aan 'n werknemer wat nie lid is van die Transvaalse Meubelwerkers se Siektebystandsvereniging nie, wat voortgesit is ingevolge die Ooreenkoms gepubliseer by Gouvermentskennisgewing R. 2330 van 15 Desember 1972, en wat by hom in diens is en weens ongeskiktheid van sy werk afwesig is, siekteverlof toestaan van—

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

(b) in die geval van alle ander werknemers, altesaam minstens 12 werkdae;

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom, en hy moet aan so 'n werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal wat minstens gelyk is aan die besoldiging wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat—

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

(ii) 'n werkewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer ingevolge hierdie klousule eis ten opsigte van afwesigheid van sy werk vir langer as twee agtereenvolgende dae, van die werknemer vereis om 'n sertifikaat voor te le wat deur 'n geregistreerde mediese praktisys onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word, en indien 'n werknemer gedurende enige tydperk van tot agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te le, kan sy werkewer gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleenthed van hom vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te le;

(iii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkewer bydraas wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys, en wat aan die werknemer, in die geval van sy ongeskiktheid in die omstandighede soos in hierdie klousule uiteengesit, die betaling waarborg van altesaam minstens die ekwivalent van sy besoldiging vir 10 of 12 werkdae, na gelang van die geval, in elke tydperk van 12 maande diens.

(2) Vir die toepassing van hierdie klousule—

(a) sluit "besoldiging" alle lewenskostetoeclaes in wat ingevolge enige wet of andersins aan 'n werknemer betaal word of betaalbaar is;

(b) sluit "diens" enige tydperk in waartydens 'n werknemer—

(i) met verlof is ingevolge klousule 4;

(ii) met siekteverlof is ingevolge hierdie klousule;

(8) The period of learnership shall be two years.

(9) If a learner loses working time during his learnership period he shall be required to work in the aggregate of such lost working time at the end of his learnership period: Provided that he shall not be required to work in any lost working time which was occasioned by sickness and/or accident and/or any cause beyond his control not exceeding in the aggregate 24 working days, and/or military training.

(10) Upon completion of the learnership period, the employer shall return the learnership certificate or exemption to the Council, whereupon the Council shall issue to the employee concerned a certificate or diploma which states the category of qualification. The certificate or diploma shall be in the form prescribed from time to time.

### 30. PAID SICK LEAVE

(1) An employer shall grant to any employee who is not a member of the Transvaal Furniture Workers' Sick Benefit Society, continued in terms of the Agreement published under Government Notice R. 2330 of 15 December 1972 and 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) in 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, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day 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 clause 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 clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;

(iii) this clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his remuneration for 10 or 12 working days, as the case may be, in each period of 12 months of employment.

(2) For the purposes of this clause—

(a) "remuneration" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;

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

(i) is on leave in terms of clause 4;

(ii) is on sick leave in terms of this clause;

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

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

wat in enige jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagraphe (i), (ii) en (iii), plus tot vier maande van enige tydperk van militêre opleiding bedoel in subparagraph (iv) wat in dié jaar ondergaan is, en enige aaneenlopende diens wat 'n werknomer by dieselfde werknomer gehad het onmiddellik voor die aanvangsdatum van hierdie klousule word vir die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende die tydperk van sodanige diens aan so 'n werknomer toegestaan is, word vir die toepassing van hierdie klousule geag ingevolge hierdie klousule toegestaan te gewees het; en

(c) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur die werknomer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan daar geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(3) (a) Wanneer 'n werknomer besoldig word op 'n ander grondslag as ooreenkomsdig die tyd wat hy werkliek gewerk het, word sy gewone besoldigingskaal, vir die toepassing van hierdie klousule, bereken asof hy per uur betaal word en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die drie maande onmiddellik voor dié datum, of gedurende die totale tydperk van sy diens by die betrokke werknomer, naamlik die kortste van die twee, te deel deur die getal ure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(b) Vir die toepassing van hierdie klousule—

(i) word die gewone besoldiging van 'n werknomer, uitgesonderd 'n werknomer bedoel in paragraaf (a), vir een uur bereken op die grondslag van die getal ure wat hy gewoonlik gedurende 'n week gewerk en die besoldiging wat hy gewoonlik in dié week ontvang het;

(ii) word die gewone besoldiging van 'n werknomer vir 'n dag bereken op die grondslag van sy gewone besoldiging vir een uur en die getal ure wat hy bewoonlik op so 'n dag werk; en

(iii) word die gewone weeklikse besoldiging van 'n werknomer wat sy besoldiging maandeliks ontvang, vasgestel deur die besoldiging wat hy aldus gewoonlik ontvang met vier en 'n derde te deel.

### 31. LEDEGELD VIR VAKVERENIGINGS

(1) (a) Elke werknomer moet van die lone van al sy werknomers (uitgesonderd los werknomers) wat lede van die vakverenigings is, die bydraes aftrek wat ooreenkomsdig die konstitusie van die betrokke vakverenigings aan dié vakverenigings betaalbaar is.

Behoudens paragraaf (b), moet alle bedrae wat ooreenkomsdig hierdie klousule betaalbaar is deur die werknomer maand vir maand voor of op die 10de dag van elke maand wat op die maand volg ten opsigte waarvan die afrekking gemaak is, aan die Sekretaris van die Raad gestuur word, en wanneer die werknomer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangsel F van hierdie Hoofstuk gespesifieer word.

(b) 'n Werknomer wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke

(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;

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 any continuous employment which an employee has had with the same employer immediately before the date of commencement of this clause shall for the purposes of this clause be deemed to be employment, and any sick leave with remuneration in full granted to such an employee during the period of such employment shall for the purposes of this clause be deemed to have been granted under this clause; and

(c) "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 a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 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) (a) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(b) For the purposes of this clause—

(i) the ordinary remuneration of an employee, other than an employee referred to in paragraph (a), for one hour shall be calculated on the basis of the number of hours ordinarily worked and the remuneration ordinarily received by him during a week;

(ii) the ordinary remuneration of any employee for a day shall be calculated on the basis of his ordinary remuneration for one hour and the number of hours which he ordinarily works on such day; and

(iii) the ordinary weekly remuneration of an employee who receives his remuneration monthly, shall be determined by dividing the remuneration so ordinarily received by him, by four and one-third.

### 31. SUBSCRIPTIONS TO TRADE UNIONS

(1) (a) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade unions, the contributions payable to such trade unions in terms of the constitution of the trade unions concerned.

Subject to the provisions of paragraph (b) all amounts payable in terms of this clause shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council. When making such payment the employer shall furnish a statement in the form specified as per Appendix F to this Chapter.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar

kalendermaand moet vergesel gaan van die vorm in paragraaf (a) bedoel. 'n Werkewer op wie hierdie paragraaf toegepas is mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in paragraaf (a) hiervan voorsiening gemaak is.

(2) Vir die toepassing van hierdie klousule moet die Raad elke werkewer medeele wat die bedrag van die bydrae is wat van tyd tot tyd ooreenkomsig die konstitusies van die vakverenigings afgetrek moet word.

(3) Klousule 13 (4) (c) van hierdie Hoofstuk is *mutatis mutandis* van toepassing.

### 32. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

'n Werknemer wat gedurende 'n bepaalde dag werk moet doen waarvoor 'n ander loon voorgeskryf word, moet vir al die ure op dié dag gewerk die hoër of hoogste loon wat vir dié werk voorgeskryf is, ontvang.

### 33. LOONKORTING

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

(2) Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag daar van geen werkewer vereis word om, as deel van sy dienskontrak, by sy werkewer of op 'n plek deur sy werkewer aangewys, te losseer of in te woon of om van sy werkewer goedere te koop of eiendom te huur nie.

### 34. DIENSBEEINDIGING

(1) Die werkewer of die werkewer moet een uur vooraf kennis gee van die beeindiging van 'n dienskontrak: Met dien verstande dat die reg van 'n werkewer of 'n werkewer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beeindig, nie hierdeur geraak word nie.

(2) Ondanks subklousule (1), kan 'n werkewer en 'n werkewer skriftelik ooreenkoma vir 'n langer tydperk as een uur kennis te gee, en versuim om aan so 'n reëling te voldoen, is 'n oortreding van dié klousule.

(3) 'n Werkewer of 'n werkewer kan 'n dienskontrak sonder kennisgewing beeindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir dié langer tydperk waaroer die werkewer en sy werkewer ooreenkomsig subklousule (2) ooreengekom het, aan die werkewer te betaal of aan die werkewer te betaal of te verbeur, na gelang van die geval.

(4) Die kennisgewing gemeld in subklousules (1) en (2), mag nie met jaarlike verlof, militêre opleiding of met 'n tydperk van afwesigheid weens siekte van hoogstens ses weke in 'n bepaalde jaar, saamval nie.

### 35. VERBODE INDIENSNEMING

Behoudens artikel 83 van die Wet, en ondanks andersluidende bepalings in die Ooreenkoms, word geen bepaling wat die indiensneming van of werkverskaffing aan 'n werkewer vir enige klas werk of op enige voorwaardes verbied, geag nie die werkewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het as sodanige indiensneming of werkverskaffing nie verbode was nie.

### 36. GRONDSLAG VAN BETALING

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

### 37. UURLOON

Vir alle werk deur werkemers verrig, moet daar 'n uurloon betaal word. Die uurloon moet bepaal word deur die werklike weekloon deur 44 te deel of deur dié kleiner aantal ure wat die bedryfsinrigting gewoonlik werk,

month shall be accompanied by the form referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, referred to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(2) For the purposes of this clause, the Council shall advise every employer of the amount of the contribution which is to be deducted from time to time in terms of the constitutions of the trade unions.

(3) The provisions of clause 13 (4) (c) of this Chapter shall *mutatis mutandis* apply.

### 32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

### 33. ABATEMENT OF WAGES

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

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

### 34. 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), 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 may be agreed upon by the employer and his employee, in terms of subclause (2).

(4) The notice referred to in subclauses (1) and (2) shall not run concurrently with any period of annual leave, military training or to the extent of six weeks' absence owing to illness in any one year.

### 35. PROHIBITED EMPLOYMENT

Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provisions 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 conditions which he would have had to pay or observe, had such engagement or employment not been prohibited.

### 36. BASIS OF PAYMENT

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

### 37. HOURLY RATE

All work performed by employees shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or by such lesser hours that the establishment ordinarily works.

## 38. ULTRA VIRES

Indien 'n bepaling van dié Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, word die ander bepalinge van die Ooreenkoms geag die Ooreenkoms uit te maak en bly dit van krag vir die onverstrekke termyn van hierdie Ooreenkoms,

## AANHANGSEL A

## BEPALINGS EN VOORWAARDES WAT INGEVOLGE KLOUSULE 13 (5) VAN HOOFSTUK I VAN HIERDIE OOREENKOMS OP DIE VAKANSIEBONUSFONDSWAARBORG VAN TOEPASSING IS

1. Die feit dat 'n werkewer 'n waarborg aan die Raad gegee het, stel dié werkewer hoegenaamd nie vry nie van sy aanspreeklikheid teenoor sy werkemers vir die betaling van die vakansiefondsbonusse soos bereken ooreenkomstig klosule 13 van Hoofstuk I van die Ooreenkoms.

2. Die werkewer moet jaarliks vooruit reëlings tref vir 'n waarborg wat vir die Raad aanneemlik is en wat sy totale aanspreeklikheid teenoor sy werkemers ingevolge klosule 13 van Hoofstuk I van die Ooreenkoms vir 'n volle jaar dek, en dié waarborg moet van krag wees vir 'n tydperk van drie maande na die verval datum vir betaling aan die betrokke werkemers soos in klosule 6 van hierdie Aanhangsel gespesifieer.

3. Die werkewer moet maandeliks 'n staat wat sodanige besonderhede van al sy werkemers toon in die vorm van Aanhangsel F, voor of op die 10de dag van die maand wat volg op die maand waarop die staat betrekking het, aan die Raad voorlê.

4. (1) Die werkewer moet 'n staat in die vorm voorgeskryf in Aanhangsel C voor of op die 10de dag van die maand wat volg op die maand waartydens die dienste van werkemers beëindig is, voorlê. Die werkewer moet die bedrag verskuldig ingevolge klosule 13 van Hoofstuk I van hierdie Ooreenkoms saam met die staat indien.

(2) Indien die dienste van geen werkemmer in 'n maand beëindig is nie, moet die werkewer die Raad op die vorm in subklosule (1) genoem, daarvan in kennis stel dat die dienste van geen werkemmer beëindig is nie.

5. Die werkewer moet voor of op 10 November van elke jaar 'n staat in die vorm voorgeskryf in Aanhangsel D aan die Raad voorlê waarin alle besonderhede getoon word van alle werkemers in die werkewer se diens op 30 September, wat ingevolge klosule 6 van hierdie Aanhangsel deur die werkewer betaal moet word.

6. Die werkewer moet die Vakansiebonusfondsgeld elke jaar tussen 7 Desember en die sluitingsdatum van die bedryfsinstigting betaal op dieselfde wyse soos in klosule 13 (6) (c) van Hoofstuk I voorgeskryf.

7. Voor of op 23 Desember van elke jaar moet die werkewer 'n staat in die vorm in Aanhangsel E voorgeskryf, saam met 'n geldsending van die totale bedrag verskuldig aan die werkemers wat nog nie betaling ingevolge klosule 6 van hierdie Aanhangsel ontvang het nie, aan die Sekretaris van die Raad voorlê en met sodanige geldsending moet ooreenkomstig klosule 13 (6) en 13 (7) van Hoofstuk I gehandel word.

(8) Klosule 13 (4) (c) van Hoofstuk I is *mutatis mutandis* van toepassing.

## AANHANGSEL B

## KENNISGEWING VEREIS INGEVOLGE KLOUSULE 20 (3) VAN HOOFSTUK I VAN DIE OOREENKOMS VIR DIE MEUBELNYWERHEID, TRANSVAAL

Dag	Begintyd	Ophoutyd	Etensuur
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.	
Saterdae.....	.....vm. tot .....nm.	.....nm. tot .....nm.	
Voormiddagteepouse.....	.....vm. tot .....vm.		
Namiddagteepouse.....	.....nm. tot .....nm.		

## 38. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operations for the unexpired period of this Agreement.

## APPENDIX A

## TERMS AND CONDITIONS APPLICABLE TO THE HOLIDAY BONUS FUND GUARANTEE IN TERMS OF CLAUSE 13 (5) OF CHAPTER I OF THIS AGREEMENT

1. The fact that an employer has furnished a guarantee/guarantees to the Council shall in no way absolve such employer from his liability towards his employees for payment of holiday bonuses calculated in accordance with the provisions of clause 13 of Chapter I of this Agreement.

2. The employer shall arrange a guarantee acceptable to the Council for an amount covering his total liability towards his employees under the provisions of clause 13 of Chapter I of this Agreement for a full year, annually in advance, such guarantee/guarantees to be effective for a period of three months after the due date for payment to the employees concerned as specified in clause 6 of this Appendix.

3. The employer shall submit monthly to the Council a statement reflecting such particulars of all his employees in the form of Appendix F, on or before the 10th day of the month following the month to which the statement relates.

4. (1) The employer shall submit a statement in the form prescribed in Appendix C on or before the 10th day of the month following the months during which the services of employees were terminated. Together with the statement the employer shall remit the amount due in terms of clause 13 of Chapter I of the Agreement.

(2) Should the services of no employees have been terminated in any one month, the employer shall advise the Council, on the form referred to in subclause (1), that the services of no employees were terminated.

5. The employer shall submit to the Council on or before 10 November of each year a statement in the form prescribed in Appendix D reflecting all particulars of all employees in the employ of the employer as at 30 September who are to be paid by the employer in terms of clause 6 of this Appendix.

6. Payment of the Holiday Bonus Fund moneys shall be made by the employer between 7 December and the closing date of the establishment each year in the same manner as provided for in clause 13 (6) (c) of Chapter I.

7. On or before 23 December of each year, the employer shall submit a statement in the form prescribed in Appendix E together with a remittance of the total amount due to such employees who have not received payment in terms of clause 6 of this Appendix, to the Secretary of the Council, such remittance to be dealt with in accordance with the provisions of clauses 13 (6) and 13 (7) of Chapter I.

8. The provisions of clause 13 (4) (c) of Chapter I shall *mutatis mutandis* apply.

## APPENDIX B

## NOTICE REQUIRED UNDER CLAUSE 20 (3) OF CHAPTER I OF THE AGREEMENT FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

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











Moet in duplo ingevul word.

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, TRANSVAAL

Maandelikse staat van bedrae wat afgetrek word van die lone van werkneemers ingevalle die Ooreenkoms. Tjeks moet voor of op die 10de van elke maand gestuur word aan die Sekretaris, Nywerheidsraad vir die Meubelnywerheid, Posbus 10467, Johannesburg, 2000.

Naam van firma.....

Adres van firma.....

Telefoonnummer.....

1	2	3	4	5	6	7	8	9	Ure gewerk	10					11	12
										Getal ure werklik gewerk per week, insluitend ure nie gewerk op openbare vakansiedae met besoldiging wat binne die werkweek gevall het maar uitsluitend ure werklik gewerk op Sondae						
Nywerheidsno.	Werknemer se familienaam	Werknemer se voornaam	Ge- slag	Ras	Beroep	Identiteits- no. moet elke maand aangetoon word	Naam van vorige werkgewer in die Meubelnywerheid	Aan- vangs- datum van diens	Datum diens beëindig	O/T					Totaal van ure gewerk in kol. 10 (tot die naaste uur)	Getal ure gewerk gedurende weke waar 44 en meer uur per week gewerk is
										Gwn. T.						
										O/T						
										Gwn. T.						
										O/T						
										Gwn. T.						
										O/T						
										Gwn. T.						
										O/T						
										Gwn. T.						
										O/T						
										Gwn. T.						

Lees asseblief die algemene instruksies hierby voordat hierdie staat ingevul word.

In kolomme 10 tot 15 sluit asb. alle tyd uit wat werklik gewerk is op Sondae en openbare vakansiedae met besoldiging wat op 'n Saterdag gevall het.



To be completed in duplicate

## APPENDIX F

## INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

Monthly statement of deductions made from wages of employees in terms of the Agreement. Cheques to be forwarded, not later than the 10th day of each month, to the Secretary, Industrial Council for the Furniture Manufacturing Industry, P.O. Box 10467, Johannesburg, 2000.

Name of firm.....

Address of firm.....

Phone No. ....

1	2		3	4	5	6	7	8	9	Hours worked	10					11	12	
											Total hours actually worked per week including hours not worked on paid public holidays that fell within working week excluding hours actually worked on Sunday		1st we k	2nd week	3rd w k			4th week
	Full names of employees (in block letters, please)		Sex	Race	Occupation	Identity No. must be recorded each month	Name of previous employer in the Furniture Industry	Date started	Date left		Hrs. Min.	Hrs. Min.	Hrs. Min.	Hrs. Min.		Total of hours worked in column 10 (to the nearest hour)	Number of hours worked during weeks when 44 and more hours were worked	
Industry Code No.	Surname of employee	Christian names of employee																
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								
										O/T								
										Ord. T.								

Please read the accompanying general instructions for the completion of this statement before filling it in.

In columns 10 to 15 exclude all time  
actually worked on Sundays and paid  
public holidays that fell on a Saturday.

													For office use only									
													Month.....	19.....								
													No. of normal weekly working hours	hrs.								
															Amount paid R							
13	14	15	16	17	18	19	20	21	22	23	24	25	For office use only									
Number of hours worked during weeks when 43½ hours but less than 44 were worked	Number of hours worked during weeks when less than 43½ hours were worked	Total overtime hours worked during period	Earnings during month i.r.o. work actually performed on Sunday and paid public holidays on a Saturday	Hourly rate of pay	Number of weeks worked during which more than 16 hours were worked per week	Amount on which 15% Holiday Bonus Fund moneys calculated	Amount on which 10% Holiday Bonus Fund moneys calculated	Amount on which 5% Holiday Bonus Fund moneys calculated	Normal earnings on which 4% or 5% Employee and 4% or 5% Employer Provident Fund contribution is calculated	Employee and employer R2.16 or R1.06 per week Provident Fund contributions	Trade union subs	Council levies: Employer's and employees' contributions	Provident Fund: Employees' contributions	Provident Fund: Employer's contributions	Sick Benefit Society contributions	Mortality Benefit Association contributions						
R	R	R	R	R	R	R	R	R	R	R	R	R	R	R								
Totals.....													A 15% of total	B 10% of total	C 5% of total	D 8% of total	E Total of col. 23	F Total of col. 24	G Total of col. 25			
													Grand total A to G									
													R.....				Amount due.					

## AANHANGSEL G

Registrasievorm ingevolge klosule 18 van Hoofstuk I van die Hoofooreenkoms van die Nywerheidsraad vir die Meubelnywerheid.

Datum.....

Die Sekretaris

Nywerheidsraad vir die Meubelnywerheid (Transvaal)

Posbus 10467

Johannesburg, 2000

Meneer,

## REGISTRASIE AS WERKGEWER IN DIE MEUBELNYWERHEID

In ooreenstemming met klosule 18 (Hoofstuk I) van die Hoofooreenkoms vir die Meubelnywerheid verskaf ek u hiermee die volgende besonderhede in verband met hierdie besigheid:

1. Naam waaronder hierdie besigheid sake doen (in blokletters).....
2. Registrasiesertifikaat. Indien 'n maatskappy, nommer..... gedateer.....
3. Adres waar sake gedoen word (in blokletters).....
4. Posbusnommer..... Telefoonnummer.....
5. Adres van hoofkantoor.....
6. Aard van besigheid.....
7. Aanvangsdatum van sake.....
8. Volle name en woonadresse van eienaar of vennote of direkteurs, bestuurder en/of sekretaris.....
9. (a) Is die besigheid ingevolge artikel 59 van die Wet op Nywerheidsversoening, 1956, by die Departement van Arbeid geregistreer? Ja..... Nee.....
10. (b) Meld datum van registrasie..... 19.....
11. (a) Is die besigheid ingevolge artikel 11 van Hoofstuk II van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, geregistreer? Ja..... Nee.....
12. (b) Meld nommer van registrasiesertifikaat ingevolge (a) hierbo.....
13. Naam van besigheid waaronder die huidige eienaars voorheen sake gedoen het (indien van toepassing).....
14. Bestuurder en/of sekretaris (skrap wat nie van toepassing is nie).....
15. Besonderhede van werknelmers:

Werknelmers graad I .....  
Werknelmers graad II .....  
Werknelmers graad III .....  
Werknelmers graad IV .....

Vakleerlinge.....  
Klerke en verkoopsmanne.....  
Ander werknelmers.....

16. Hierdie bedryfsinrigting is/is nie lid van die Transvaal Furniture and Upholstery Manufacturers, Association nie.

Die inligting hierbo verstrek word gewaarborg as juis en korrek.

Die uwe,

..... Gemagtigde ondertekenaar

## NET VIR KANTOORGEBRUIK

Werkgewer se kontrolekaart ingevul.....
Ekstra plaat bestel.....
Lêer voorberei.....
Inspeksiekaart.....
Werknemerregisters in kennis gestel.....

## APPENDIX G

Registration form in terms of clause 18 of Chapter I of the Main Agreement of the Industrial Council for the Furniture Manufacturing Industry.

Date.....

The Secretary

Industrial Council for the Furniture Manufacturing Industry (Transvaal)

P.O. Box 10467

Johannesburg, 2000

Dear Sir,

## REGISTRATION AS EMPLOYER IN THE FURNITURE MANUFACTURING INDUSTRY

In accordance with clause 18 (Chapter I) of the Main Agreement for the Furniture Manufacturing Industry, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on (in block letters).....
2. Certificate of Registration. If a company, No..... dated.....
3. Address at which business is carried on (in block letters).....
4. P.O. Box No..... Telephone No.....
5. Address of head office.....
6. Nature of business.....
7. Date commenced trading..... 19.....
8. Full names and home addresses of proprietor or partners or directors, manager and/or secretary.....
9. (a) Is business registered in terms of section 59 of the Industrial Conciliation Act, 1956, with the Department of Labour? Yes..... No.....
10. (b) State date of registration..... 19.....
11. (a) Is business registered in terms of section 11 of Chapter II of the Factories, Machinery and Building Works Act, 1941? Yes..... No.....
12. (b) State certificate of registration number..... in terms of (a) above.
13. Name of business previously conducted (if applicable) by present owners.....
14. Manager and/or secretary (delete whichever does not apply).....

## 11. Particulars of employees:

Grade I employees.....  
 Grade II employees.....  
 Grade III employees.....  
 Grade IV employees.....

Apprentices.....  
 Clerical and sales employees.....  
 Other employees.....

12. This establishment is/is not a member of the Transvaal Furniture and Upholstery Manufacturers' Association.  
The information given above is certified true and correct.

Yours faithfully,

Authorised signatory

## FOR OFFICE USE ONLY

Employer's control card completed.....  
 Additional plate ordered.....  
 File prepared.....  
 Inspection sheet.....  
 Employee records advised.....

## AANHANGSEL H

Werkkaart vereis ingevolge klosule 12 (2) van Hoofstuk I van die Ooreenkoms van die Nywerheidsraad vir die Meubelnywerheid, Transvaal.  
 Posbus 10467, Johannesburg, 2000  
 Kantoor: Meubelsentrum (tweede verdieping), h/v Anderson- en Eloffstraat, Johannesburg, 2001

Telefoon 838-7342

## WERKNEMER SE WERKKAART

Famielienaam..... Voornaam..... Nywerheidsnommer.....

Adres..... Nuwe adres.....

Naam van bedryfsinstigting	Beroep	Datum van indiens-neming	Voorgeskrewe loon	Nagegaan deur NRMN	Datum van diens-beëindiging	Voorgeskrewe loon	Klok-nommer

By indiensneming moet hierdie kaart oorhandig word aan die werkewer wat die eerste vier kolomme moet invul en dit aan die Raad moet stuur onmiddellik nadat die aansoeker in diens geneem is. Die Raad sal die loonskala kontroleer en die kaart aan die werkewer terugstuur.  
 By diensbeëindiging moet die werkewer die laaste twee kolomme invul en die kaart aan die werknemer terugbesorg.

"Voorgeskrewe loon" beteken die loon verskuldig ingevolge Hoofstuk II of III van die Ooreenkoms.

Werknemer se naamtekening.....

## APPENDIX H

Working card required in terms of clause 12 (2) of Chapter I of the Agreement of the Industrial Council for the Furniture Manufacturing Industry, Transvaal.

P.O. Box 10467, Johannesburg, 2000  
 Offices: Meubelsentrum (second floor), cor. of Anderson and Eloff Streets, Johannesburg, 2001

Phone 838-7342

## EMPLOYEE'S WORKING CARD

Surname..... First name..... Industry No.....

Address..... New address.....

Name of establishment	Occupation	Date of engagement	Prescribed wage	I.C.F.I. check	Date of termination	Prescribed wage	Clock No.

On engagement, this card must be handed to the employer, who must fill in the first four columns and forward it to the Council immediately an applicant is engaged. At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last two columns and return the card to the employee.

"Prescribed wage" means the wage due in terms of Chapter II or III of the Agreement.

Signature of employee.....

**HOOFTUK II**  
**MINIMUM LONE**

**1. Beperkende indiensneming**

Geen werknelers wat nie vir lidmaatskap van enigeen van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, mag in diens geneem word in werk of in beroepe wat in klosules 3, 4, 7, 11, 14, 22, 23 en 24 geklassifiseer is nie.

**2. Loonsverhogings**

Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: Met dien verstande dat die minimum voorgeskrewe loon by elke geleenthed ingevalle hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig moet, ondanks andersluidende bepalings hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

*Werklike verdienste*

Werknelers, graad I, wat minder as R47,25 per week verdien

Werknelers, graad I, wat meer as R47,24 per week verdien

Werknelers, graad II, wat minder as R42,25 per week verdien

Werknelers, graad II, wat meer as R42,24 per week verdien

Werknelers, graad III, wat minder as R29,25 per week verdien

Werknelers, graad III, wat meer as R29,24 per week verdien

Werknelers, graad IV, wat minder as R18 per week verdien

Werknelers, graad IV, wat meer as R17,99 per week verdien

*Tydperk eindigende 31/12/75*

Weekloon moet verhoog word tot R52,50.

Weekloon moet verhoog word met R3,25.

Weekloon moet verhoog word tot R47,50.

Weekloon moet verhoog word met R4,75.

Weekloon moet verhoog word tot R32,50.

Weekloon moet verhoog word met R3,25.

Weekloon moet verhoog word tot R20.

Weekloon moet verhoog word met R2.

*Tydperk beginnende 1/1/76*

Weekloon moet verhoog word met R2,50 per week.

	Tydperk eindigende 31/12/75	Vanaf 1/1/76
	R	R
	52,50	55,00

**3. Werknemer, graad I.....**

Werknelers in diens in een of meer van die werkzaamhede wat in die Meubelnywerheid uitgevoer word, uitgesonderd die werknelers bedoel in klosule 4 tot 27: Met dien verstande dat ten opsigte van die werkzaamhede betreffende enige nuwe masjien wat ingevoer word en wat nie in klosules 4 tot en met 27 gespesifieer word nie, werknelers vir sodanige werkzaamhede betaal moet word teen die minimum lone in hierdie klosule voorgeskryf tot tyd en wyl die Raad die loonstaal vasspel vir die werkzaamhede wat met so 'n masjien uitgevoer word.

**A. MEUBELMAKERY**

	R	R
<b>4. Werknemer, graad II.....</b>	47,50	50,00
(1) Skaafwerk met die hand.		
(2) Beitelwerk.		
(3) Skraapwerk.		
(4) Rasperwerk.		
(5) Vylwerk.		
(6) Speekskaafwerk.		
(7) Saagwerk met die hand.		
(8) Verstekke met die hand sny.		
(9) Spykers en/of paneelspykers en/of kramme inslaan en/of impsons en/of inskiet.		
<b>5. Werknemer, graad III.....</b>	32,50	35,00
(1) Glas in rame vassit (uitgesonderd skroefwerk).		
(2) Verstekke van profiellyswerk met die guillotine sny.		

**CHAPTER II****MINIMUM WAGES****1. Restrictive employment**

No employee who is not eligible for membership of any of the trade union parties to this Agreement, shall be employed on work or in occupations classified in clauses 3, 4, 7, 11, 14, 22, 23 and 24.

**2. Wage increases**

The following shall be the minimum weekly wages prescribed for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum prescribed rate has to be increased in terms of this Agreement. Employees who are in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by him, shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

*Actual earnings*

	Period ending 31/12/75
Grade I employees earning less than R47,25 per week	Weekly wage to be increased to R52,50.
Grade I employees earning more than R47,24 per week	Weekly wages to be increased by R5,25.
Grade II employees earning less than R42,25 per week	Weekly wage to be increased to R47,50.
Grade II employees earning more than R42,24 per week	Weekly wage to be increased by R4,75.
Grade III employees earning less than R29,25 per week	Weekly wage to be increased to R32,50.
Grade III employees earning more than R29,24 per week	Weekly wage to be increased by R3,25.
Grade IV employees earning less than R18 per week	Weekly wage to be increased to R20.
Grade IV employees earning more than R17,99 per week	Weekly wage to be increased by R2.

*Actual earnings*

	Period commencing 1/1/76
Grade I employees earning R52,50 per week or more	Weekly wage to be increased by R2,50 per week.
Grade II employees earning R47,50 per week or more	Weekly wage to be increased by R2,50 per week.
Grade III employees earning R32,50 per week or more	Weekly wage to be increased by R2,50 per week.
Grade IV employees earning R20 per week or more	Weekly wage to be increased by R2,50 per week.

	For period ending 31/12/75	From 1/1/76
	R	R
<b>3. Grade I employee.....</b>	52,50	55,00

Employees employed in any or all of the operations performed in the Furniture Manufacturing Industry with the exception of the employees referred to in clauses 4 to 27: Provided that in respect of the operations relating to any new machine introduced and not specified in clauses 4 to 27 inclusive, employees shall be paid for such operations at the minimum wage prescribed in this clause until such time as the Council determines the wage rate for the operations performed on such machine.

**A. FURNITURE MAKING**

	R	R
<b>4. Grade II employee.....</b>	47,50	50,00
(1) Planing by hand.		
(2) Chiselling.		
(3) Scraping.		
(4) Rasping.		
(5) Filing.		
(6) Spokeshaving.		
(7) Sawing by hand.		
(8) Cutting mitres by hand.		
(9) Knocking and/or punching and/or shooting in nails and/or panel pins and/or staples.		
<b>5. Grade III employee.....</b>	32,50	35,00
(1) Securing glass in frames (other than screwing operations).		
(2) Cutting mitres of moulded beadings by guillotine.		

	<i>Tydperk eindigende</i>	<i>Vanaf</i>	<i>For period ending</i>	<i>From</i>
	<i>31/12/75</i>	<i>1/1/76</i>	<i>31/12/75</i>	<i>1/1/76</i>
	<i>R</i>	<i>R</i>	<i>R</i>	<i>R</i>
<b>6. Werknemer, graad IV.....</b>				
(1) Proppe en/of splinters invoeg en die oorskiet verwryer.				
(2) Alle vasbouwerk, insluitende die vasbou van toebehoere.				
(3) Vassit van die toebehoere van stangsokke en/of slagplaatjies en/of beslae en/of sluitpenne.				
(4) Los uitstekende spykers, penne en/of kramme wegpons: Met dien verstande dat dit slegs gedoen word deur persone wat met die hand skuurwerk verrig en sodanige items wat nie gespon is nie gedurende die skuurproses in die skuurafdeling vind.				
(5) Tappenne maak en/of spits maak.				
(6) Soliede timmerhout buig.				
(7) Enige soort gelymde blok vassit (nie vasegeskoef of vasegespyker nie).				
(8) Sokke vir rolwieleties aanbring.				
(9) Rolwieleties en/of koepels en/of katel-style, hangerboute en -plate aanbring.				
(10) Hoekblokke in stoele inslaan en/of vassit (slegs van die tipe bekend as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" en "Super"): Met dien verstande dat sodanige hoekblokke nie vasegespyker, vasegen of vasegeskoef word nie.				
(11) Soliede timmerhout in 'n sagmaatkengsel indompel.				
(12) Lym meng en/of massameet en/of berei.				
(13) Tappenne inslaan.				
(14) Lym en/of lymverhardingsmiddels aanbring.				
(15) Skroewe insit in gate wat vooraf geboor is, ter voorbereiding vir skroefwerk.				
(16) Kartelkramme invoeg in die raammonteringsproses.				
(17) Help met die aanmekaarsit of montering van meubeldele wat vasekramp of vaseklem moet word: Met dien verstande dat die getalsverhouding van sodanige assistente tot werknemers wat die loneontvang wat in klosule 3 van hierdie Hoofstuk voorgeskryf word en wat kramp- of klampwerk doen, hoogstens twee tot een mag wees en dat sodanige assistente in die afwesigheid van voornoemde werknemer wat die loon ontvang wat in klosule 3 van hierdie Hoofstuk voorgeskryf word, nie geag word assistente te wees nie; Voorts met dien verstande dat die assistente nie toegelaat mag word om gate te boor nie.				
(18) Glas in vooraf gemaakte groewe laat sak.				
(19) Slegs met die hand selfheg- en/of kleefstroke vassit ten einde bordkante te bedek.				
(20) Moerbedekkings, beslagringe en/of skuifdoppe aanbring.				
(21) Skroefboute in pootjies of pote insit.				
(22) Proppe inslaan in gate wat vooraf geboor is om bevestigingswerk te bedek.				
(23) Uitmerk volgens maatvorm, patroon of setmaat.				
(24) Spieëls deur middel van kleefband vasheg.				
(25) Sierlyste in vooraf bereide groewe insit (nie op panele nie).				
(26) Leigate vir boute, spykers, skroewe en/of plastiekinvoegsels met die hand of handwerktuig boor.				
<b>B. MEUBELMASJIENWERK</b>				
<b>7. Werknemer, graad II.....</b>	<b>R 47,50</b>	<b>R 50,00</b>	<b>R 47,50</b>	<b>R 50,00</b>
Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:				
(1) Kantfineermasjién, insluitende kantfineerwerk, aferwing en/of skuurwerk (uitgesonderd boude aan die kante te sit).				
(2) Dikteskaafmasjién (enige skaafwerk behalwe reiskaafwerk).				
(3) Skaaflysmasjién met vier en/of vyf beitel.				
(4) Outomatiese kopiermasjién of kopieerdraaibank.				
<b>6. Grade IV employee.....</b>				
(1) Inserting plugs and/or slivers and removing excess.				
(2) All bolting, including the bolting of fittings.				
(3) Affixing fittings of rod sockets and/or striking plates and/or escutcheons and/or self studs.				
(4) Punching away any protruding nails, pins and/or staples: Provided that this is done only by handsandpaperers finding such unpunched items during the sandpapering process in the sandpapering section.				
(5) Making and/or pointing of dowels.				
(6) Bending solid timber.				
(7) Affixing of any kind of glue block (not screwed or nailed down).				
(8) Affixing sockets for casters.				
(9) Affixing of castors and/or domes and/or bed irons, hanger bolts and plates.				
(10) Knocking in and/or securing of corner blocks to chairs (only of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" and "Super"): Provided that such corner blocks shall not be nailed, pinned or screwed.				
(11) Dipping of solid timber into softening solution.				
(12) Mixing and/or mass-measuring and/or preparing glue.				
(13) Knocking in dowels.				
(14) Applying glue and/or glue hardeners.				
(15) Insertion of screws into prebored holes preparatory to screwing.				
(16) Insertion of corrugated fasteners in the process of assembling frames.				
(17) Assisting in the putting together or assembling of furniture parts which are to be crimped or clamped: Provided that the ratio of such assistants to employees in receipt of wages prescribed in clause 3 of this Chapter, who are engaged in cramping, shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in clause 3 of this Chapter: Provided further that the assistants shall not be permitted to bore holes.				
(18) Dropping glass into premade grooves.				
(19) Affixing by hand only of selfretaining and/or gummed strips for the purpose of covering board edges.				
(20) Affixing of nut covers, ferrules and/or glides.				
(21) Inserting of screw bolts into stumps or legs.				
(22) Knocking in of plugs into pre-bored holes to cover any fixing devices.				
(23) Marking out by template, pattern of jigs.				
(24) Attaching mirrors by means of adhesive tape.				
(25) Inserting ornamental beading into prepared grooves (not on panels).				
(26) Drilling guide holes for bolts, nails, screws and/or plastic inserts by hand or hand tool.				
<b>B. FURNITURE MACHINING</b>				
<b>7. Grade II employee.....</b>				
Setting up and/or operating and/or performing work with any one or more of the following machines:				
(1) Edge veneering machine, including edge veneering, trimming and/or sanding operations (excluding edge-banding operations).				
(2) Thicknesser (any planing other than jointing-planing).				
(3) Four and/or five cutter planer moulder machine.				
(4) Automatic copying machine or copy lathe.				

	Tydperk eindende 31/12/75	Vanaf 1/1/76		For period ending 31/12/75	From 1/1/76
	R	R		R	R
(5) Meersny-en-sneewerkmasjien. (6) Kloofsaag. (7) Kopieerdraaibank. (8) Dwarssaag. (9) Bandsaag. (10) Vlakslyper. (11) Reguitrandskaaftmasjien.			(5) Multiple cutter carving machine. (6) Rip saw. (7) Copying lathe. (8) Cross-cut saw. (9) Bandsaw. (10) Surfacer. (11) Straight line edger.		
8. Werknemer, graad III.....	32,50	35,00	8. Grade III employee.....	32,50	35,00
Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:			Setting up and/or operating and/or performing work with any one or more of the following machines:		
(1) Uitsnyzaag. (2) Boormasjien. (3) Skarnieruitholmasjien. (4) Tapinvoegmasjien. (5) Bandskuurmasjien. (6) Tapgatmasjien. (7) Tromskuurmasjien. (8) Guillotine. (9) Tolskuur- of suiermasjien. (10) Skyfskuur- en/of truskuurwentelmasjien. (11) Bladklamp. (12) Kantfineermasjien (slegs fineerwerk).			(1) Jig saw. (2) Boring machine. (3) Hinge recessing machine. (4) Dowel inserting machine. (5) Beltsandpapering machine. (6) Mortice machine. (7) Drum sanding machine. (8) Guillotine. (9) Bobbin sandpapering or reciprocating machine. (10) Disc sanding and/or brushback, orbital sanders. (11) Leafcramp. (12) Edge veneering machine (veneering operations only).		
9. Werknemer, graad IV.....	20,00	22,50	9. Grade IV employee.....	20,00	22,50
Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:			Setting up and/or operating and/or performing work with any one or more of the following machines:		
(1) Draagbare skuurmasjien. (2) Houtskoefdraadsny- en/of houtbinneskoefdraadsnymasjien. (3) Tappersmasjien. (4) Tapplatdrukmasjien (uitgesonderd klampwerk). (5) Skuurpapierbande maak en/of aanmekbaar heg vir bandskuurmasjien. (6) Skuurpapierskywe maak en/of aanheg. (7) Skuurpapier sny vir skuurmasjien. (8) Skuurpapier aanbring op tolle en/of skuurmasjien. (9) Setmate met materiaal laai en ontlai ter voorbereiding vir masjinering: Met dié verstande dat dié setmate nie gebruik word vir die klamp van meubeldele nie. (10) Skuurmasjien vir gedraaide dele. (11) Masjiene en/of motorvoertuie smeer en/of olie.			(1) Portable machine sander. (2) Wood threading and/or wood tapping machine. (3) Dowel squeezing machine. (4) Tennon squashing machine (other than cramping operations). (5) Making and/or joining sandpaper belts for beltsandpapering machine. (6) Making and/or affixing discs of sandpaper. (7) Cutting sandpaper for sandpapering machine. (8) Affixing sandpaper to bobbins and/or sandings machines. (9) The loading and unloading of jigs with material in preparation for machining: Provided that such jigs are not used for cramping of furniture parts. (10) Machine for sanding turned parts. (11) Greasing and/or oiling machines and/or motor vehicles.		
C. SAAGHERSTELWERK, INSTANDHOUDING EN HERSTEL VAN MASHIENE			C. SAW DOCTORING, MACHINE MAINTENANCE AND MACHINE REPAIRING		
10. Werknemer, graad III.....	32,50	35,00	10. Grade III employee.....	32,50	35,00
Assistent vir die saaghersteller by die herstel van sae, beitels, lemme en messe, nie in sy permanente afwesigheid nie.			Assistant to the saw doctor in doctoring saws, cutters, blades and knives, not in his permanent absence.		
D. POLEERAFAFDeling			D. POLISHING DEPARTMENT		
11. Werknemer, graad II.....	47,50	50,00	11. Grade II employee.....	47,50	50,00
(1) Spuutverf van onderlaag. (2) 'n Ontwerp produseer deur middel van 'n stencil en/of syskerm. (3) Veroudering (behalwe met die hand).			(1) Spraying undercoating. (2) Producing a design by means of a stencil and/or silk screen. (3) Ageing (other than by hand).		
12. Werknemer, graad III.....	32,50	35,00	12. Grade III employee.....	32,50	35,00
(1) Veroudering met die hand.			(1) Ageing by hand.		
13. Werknemer, graad IV.....	20,00	22,50	13. Grade IV employee.....	20,00	22,50
(1) Kleuterversies en/of kleutertekeninge slegs op meubels oordruk. (2) 'n Ontwerp produseer deur middel van 'n oordruk. (3) Met 'n skuurpasta en/of skuurvloeistof vryf deur middel van 'n masjien en/of mekaniese toestel. (4) Beits en/of kleurstowwe meng. (5) Gepoleerde oppervlakte met die hand of 'n masjien stroop. (6) Gate en/of krake vul. (7) Skuurwerk met die hand of draagbare masjien verrig. (8) Was aansit, bleik, beits en olie.			(1) Transferring nursery rhymes and/or nursery characters only on to furniture. (2) Producing a design by means of a transfer. (3) Rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance. (4) Mixing stains and/or colouring materials. (5) Stripping of polished surfaces by hand or machine. (6) Filling in holes and/or crevices. (7) Sandpapering by hand or portable machine. (8) Waxing, bleaching, staining and oiling.		

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(9) Opknapwerk by die op- en/of aflaaiplek. (10) Die rande van lamelbord of laaghout verf en/of invul. (11) Deure en/of toebehore van meubelstukke verwyn en terugplaas om dit te polser. (12) Vlok wol op kleefoppervlakte versprei en die kleefstof vir vlakwol slegs vir die binnekante van laaie aansit. (13) Metaalpuifverwerk. (14) In emalje, verf of lakvernis doop. (15) Oplossings deursyg. (16) Sputtapparaat skoonmaak. (17) Vloeibestrykmajiene of soortgelyke toestelle voer en/of ontlai en/of bedien, maar uitgesonderd die stel daarvan. (18) Vernuwing met die hand of 'n masjien en/of meganiese toestel en met 'n ander stof as 'n skuurpasta en/of skuurvloeistof. (19) Met die hand opvryf of skoon vee en/of was.					(9) Touching up at the point of loading and/or off-loading. (10) Painting and/or filling in of edges of laminated board or of plywood. (11) Removing and replacing doors and/or fittings from articles of furniture for the purpose of polishing. (12) Spreading flock on adhesive surfaces and the application of the adhesive for flock for the insides of drawers only. (13) Spraying metal. (14) Dipping in enamel, paint or lacquer. (15) Straining solutions. (16) Cleaning spraying apparatus. (17) Feeding and/or off-loading and/or operating of flowcoater machines or similar plant but excluding the setting up. (18) Reviving by hand or machine and/or mechanical appliance with a substance other than an abrasive paste and/or abrasive liquid. (19) Ragging or wiping and/or washing by hand.	
<b>E. STOFFEERAFDELING</b>						
	R	R			R	R
14. Werknemer, graad II.....	47,50	50,00			14. Grade II employee.....	47,50 50,00
(1) 'n Fondament vir kronkelvere maak en/of vasmaak met enige ander materiaal as hout- en/of metaallatte. (2) Vere en/of veereenhede aan fondamente vasmaak. (3) Vere in posisie vasmaak. (4) Raamveer-, bedbasis- of ateljeerusbanke stoffeer. (5) Kopplanke stoffeer uitgesonderd diamant-knope aanwerk. (6) Los stoele, eetkamer- en/of kombuisstoele stoffeer.					(1) Making and/or affixing a foundation for coil springs with any material other than wooden and/or metal lathes. (2) Securing springs and/or spring units to foundations. (3) Lashing springs in position. (4) Upholstering box spring, bed base or studio couches. (5) Upholstering headboards other than diamond buttoning. (6) Upholstering occasional chairs, dining-room and/or kitchen chairs.	
Vir die toepassing van hierdie klosule beteken 'n veereenhed 'n onafhanklike montering van kronkelvere of aaneenlopende vere wat so inmekaaar gevleg, aanmekaa geheg of so gemaak is dat dit 'n veerfondament en/of veerbinnekant uitmaak vir gebruik in 'n binneveerkussing, binneveersitplek en/of binneveer-sittoestel.						
15. Werknemer, graad III.....	32,50	35,00			15. Grade III employee.....	32,50 35,00
(1) Gimp en/of fraaiings vasryg en/of vaskram. (2) Knope aanwerk behalwe aan los kussings (uitgesonderd diamantknope aanwerk). (3) Afmerk ter voorbereiding vir die vasheg van gimp en/of fraaiings. (4) Fondamente vir kronkelveereenhede maak en/of vasmaak met hout- en/of metaallatte. (5) Deurknoopwerk. (6) Rubber of plaasvervangers aan kaal rame vir stoffeerwerk vasmaak (uitgesonderd die aanwerk, vaskram of vasryg daarvan).					(1) Tacking and/or stapling gimp and/or fringes. (2) Buttoning, excluding buttoning of loose cushions (other than diamond buttoning). (3) Marking off preparatory to the securing of gimp and/or fringes. (4) Making and/or affixing foundations for coil spring units with wood and/or metal lathes. (5) Tufting. (6) Affixing of rubber or substitutes to bare frames for upholstery (excluding the sewing, stapling or tacking thereof).	
16. Werknemer, graad IV.....	20,00	22,50			16. Grade IV employee.....	20,00 22,50
(1) Heliese vere en/of ketting en/of hoepelyster wat uitsluitlik as ondersteuning vir los stoelkussings moet dien, aanheg. (2) Rubberstroke wat uitsluitlik as ondersteuning vir los stoelkussings moet dien, aanheg. (3) Heliese vere en/of ketting en/of sigsag- of nie-sakveerwerk aan rame vir stoffeerwerk aanheg. (4) Hoepelyster en/of touweefsel en/of plaasvervangende materiaal vir touweefsel aan los sitplekke en/of rugleunings vir eetkamerstoele aanheg. (5) Die hervering van veerkante met die sigsag- en/of nie-saktipe vere aan rame vir stoffeerwerk, met inbegrip van die aanheg van enige samestellende deel, maar uitgesonderd die vasryg en/of aanheg van goatingsak en/of sisal en/of plaasvervangende materiaal vir goatingsak of sisal. (6) Laaghout en/of gesperde bord aan los sitplekke en rugleunings van stoele vaspyker en/of met hegspykers vasslaan vir stoffeerwerk.			(1) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for loose cushions. (2) Affixing rubber strips for the sole purpose of serving as a support for loose cushions. (3) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery. (4) Affixing hoop iron and/or webbing and/or webbing substitutes to loose seats and/or backs for dining-room chairs. (5) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian and/or sisal. (6) Nailing and/or tacking plywood and/or compressed board to loose seats and backs of chairs for upholstery.			

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- (7) Kussinkies aan los veerkussingeenhede heg.
- (8) Platforms sny vir die bedekking van heliese vere.
- (9) 'n Pluis- en/of baaloopmaak- en/of baalbrekmasjen bedien en/of werk daarmee verrig.
- (10) Binneslope van kussings en/of oortreksels en/of peule met die hand of 'n masjien stop.
- (11) Vulsel in touvorm losdraai.
- (12) Knope en/of klossies maak.
- (13) Die stoffeerdeer help deur oortreksel vas te hou.
- (14) Bandversier- en/of kraallyswerk maak.
- (15) Klaar gesnyde materiaal sorteer nadat dit by die grootnaat uitgesny is.
- (16) Klaar gemaakte stoelkussings vir aflewering nagaan en/of gereed maak.
- (17) Skuimrubber en/of dergelike stowwe volgens grootte of vorm sny.
- (18) Skuimrubber en/of dergelike stowwe aan bedekkingsmateriaal vaslym slegs vir deurstikwerk.
- (19) Rubberstroke sny.
- (20) Skuimrubber en/of dergelike stowwe aangekaar heg.
- (21) Stroke tekstiel- en/of sintetiese stof aan skuimrubber en/of dergelike stowwe vas-heg, maar uitdruklik uitgesonderd die vasheg daarvan van oortrekmaterial, nl. "Fly".
- (22) Grootmaatrolle stoffeermateriaal van alle soorte van selfkant tot selfkant met die hand opbreek en/of opsnyn.
- (23) Karton in stoffeerkseksies met die hand en/of 'n masjien sny.
- (24) Skuimmaalmasjen bedien.
- (25) Die snyer help om lae materiaallengtes neer te lê.
- (26) Reguit sny van stowwe met 'n handmasjien vir die onderkante of fondament bo-oor die vere (linne en goingsak).
- (27) Patrone vir die rugleunings van stoele of rusbanke op alle stowwe aftrek (herhalend).
- (28) Onderkante van gestoffeerde artikels vasryg.
- (29) Meubels stroop vir herstelwerk.

## F. FINEERAFFDELING

	R	R
17. Werknemer, graad III.....	32,50	35,00

- (1) Fineerlaswerk verrig uitgesonderd op vlakskaafmasjen.

- (2) Maak en/of invoeging van inlegsels (uitgesonderd die intê van fineerwerk van artistieke ontwerp en vierendeling van finerwerk).

- (3) Rugkant- en nie-aanpasfineerwerk sny.

- 18. Werknemer, graad IV.....

- (1) Kantfineerwerk met die hand.

- (2) Perse van enige soort bedien en/of versorg en/of laai en/of ontlaaif.

- (3) Gom en/of lym en/of band en/of papier awfas en/of verwijder.

- (4) Dele opstapel na perswerk.

- (5) Gom en gomverharders aanstryk en/of smeer.

- (6) Oortollige fineer afwerk nadat dit vasge-lym is (met 'n handwerktaai).

- (7) Laswerk sonder bande met 'n masjien.

- (8) Fineerhout en/of laaghout en/of hardbord in posisie vasmaak met bande en/of kramme en/of hegspykers om gepers te word.

## G. MEUBELHOUTSNYAFDELING

	R	R
19. Werknemer, graad IV.....	20,00	22,50

- (1) Raspen- en/of vyl- en/of skraapwerk verrig (slegs houtsnywerksaamhede).

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- (7) Securing pads to unaffixed spring cushion units.
- (8) Cutting of platforms, used for covering helical springs.
- (9) Operating a teasing and/or bale opening and/or bale breaking machine and/or performing any work therewith.
- (10) Filling of cushion cases and/or slips and/or bolsters by hand or machine.
- (11) Unwinding filling materials in rope form.
- (12) Making buttons and/or tufts.
- (13) Assisting upholsterer in holding cover.
- (14) Making banding and/or beading.
- (15) Sorting of ready-cut materials after bulk cutting.
- (16) Regulating and/or preparing completed cushions for delivery.
- (17) Cutting foam rubber and/or similar substances to size or shape.
- (18) Glueing of foam rubber and/or similar substances to covering material for quilting only.
- (19) Cutting rubber strips.
- (20) Joining together foam rubber and/or similar substances.
- (21) Affixing textile and/or synthetic strips to foam rubber and/or similar substances, but expressly excluding the affixing of covering material thereto, viz. "Fly".
- (22) Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge.
- (23) Cutting cardboard in upholstery sections by hand and/or machine.
- (24) Operating foam mincing machine.
- (25) Assisting cutter in putting down layers of lengths of cloth.
- (26) Straight cutting of materials by hand machine for bottoms or underseating over springs (linen and hessian).
- (27) Marking out pattern for chair or settee backs on all materials (repetative marking).
- (28) Tacking on bottoms of upholstered articles.
- (29) Stripping of furniture for recovering.

## F. VENEER DEPARTMENT

	R	R
17. Grade III employee.....	32,50	35,00

- (1) Jointing veneer other than on surface planer.
- (2) Making and/or insertion of inlays (excluding inlaying of veneers with an artistic design and quartering veneers).
- (3) Cutting backing and non-match veneers.

	R	R
18. Grade IV employee.....	20,00	22,50

- (1) Edge veneering by hand.
- (2) Operating presses and/or attending and/or loading and/or unloading of presses of any kind.
- (3) Washing off and/or removing gum and/or glue and/or tapes and/or paper.
- (4) Stacking parts after pressing.
- (5) Applying and/or spreading glue and glue hardeners.
- (6) Trimming away excess veneer after affixing of veneer (by hand tool).
- (7) Tapeless jointing by machine.
- (8) Taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.

## G. FURNITURE CARVING DEPARTMENT

	R	R
19. Grade IV employee.....	20,00	22,50

- (1) Raspings and/or filing and/or scraping (operations in carving only).

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	R	R	R	R	
(2) Stippelponswerk verrig. (3) Kraallyste aan borde vaslym en/of vasheg vir houtsnywerk. (4) Bestanddele vir vormwerk meng. (5) Versiersels fatsoeneer (uitgesondert die vassit daarvan).			(2) Stipple punching. (3) Glueing and/or affixing beading to board for carving. (4) Mixing ingredients for moulding. (5) Making moulded embellishments (excluding the affixing thereof).		
<b>H. VERPAKKING VAN MEUBELS</b>			<b>H. FURNITURE PACKING</b>		
20. Werknemer, graad IV.....	20,00	22,50	20. Grade IV employee.....	20,00 22,50	
(1) Versterkende stroke hout aan voltooide meubels aanbring vir die doel van verpakking of vervoer. (2) Verpakkingskratte en/of -kiste vir meubels en/of dele daarvan maak. (3) Meubels en/of dele daarvan in goingsak verpak. (4) Meubels en/of dele daarvan in kartondose en/of kartonhouers en/of plastiekvelle verpak. (5) Kartondose en/of kartonhouers toemaak. (6) Meubels en/of dele daarvan in papier en/of karton en/of plastiekvelle toedraai. (7) Toebehore en/of dele van meubelstukke verwijder om vervoer en/of verpakking te vergemaklik. (8) Toebehore en/of dele van meubelstukke wat vooraf verwijder is om die vervoer en/of verpakking daarvan te vergemaklik, terugsit.			(1) Affixing strengthening woodstrips to completed furniture for the purpose of packing or transporting. (2) Making packing crates and/or cases for furniture and/or parts thereof. (3) Packing furniture and/or furniture parts in hessian. (4) Packing furniture and/or furniture parts in cartons and/or cardboard containers and/or plastic sheeting. (5) Closing cartons and/or cardboard containers. (6) Wrapping furniture and/or furniture parts in paper and/or cardboard and/or plastic sheeting. (7) Removal of fittings and/or parts from articles of furniture to facilitate transportation and/or packing. (8) Replacement of fittings and/or parts previously removed to facilitate their transportation and/or packing.		
<b>I. ALGEMENE WERKSAAMHEDDE</b>			<b>I. GENERAL OPERATIONS</b>		
21. Werknemer, graad IV.....	20,00	22,50	21. Grade IV employee.....	20,00 22,50	
(1) Rottangvlegwerk. (2) Rottangsitplekke aanbring. (3) Riempiewerk. (4) 'n Pluismasjien stel en/of bedien en/of werk daarmee verrig. (5) Kussings vir veereenhede maak en/of sny. (6) Werknemers in diens in verband met enigeen van die prosesse by die vervaardiging van veerbinnekante en/of die vervaardiging van hul samstellende dele. (7) Veervervaardigingsmasjiene stel en/of bedien (8) Luidsprekerdoeke en bekleedsel aan relings, deure, panele en borde vir radiokabinette aanbring. (9) Oortollige lym van meubels of dele daarvan verwijder. (10) Metaalstawe en/of skarniere en/of metaalbuise en/of vere en/of hoepelyster en/of draad en/of metaalstroke sny. (11) Skroefdraad in ysterboute en/of -stawe sny en/of dit vasklink. (12) Hoepelyster reguit maak. (13) Gate in metaal pons. (14) Metaalstawe skoonmaak. (15) Metaaldele buig, boor en/of monteer. (16) Vere baal. (17) Vere vir preservering in 'n oplossing dompel. (18) Stofsakke van skuurmajiene skoonmaak. (19) Vulmateriaal ontbaal en/of uitklop. (20) Vulmateriaal met die hand uitpluis. (21) Persele skoonmaak en/of uitvee. (22) Masjinerie en/of uitrusting en/of gereedskap en/of gerei en/of saaglemme skoonmaak. (23) Materiaal op- en/of aflaai. (24) Goedere met 'n stootkar vervoer. (25) Goedere met 'n trapfiets vervoer. (26) Gemeganiseerde hanteringsuitrusting bedien. (27) Grondstowwe uitpak. (28) Stoomketels en/of verbranders en/of onnde bedien. (29) Droogonde laai en/of onlaai en/of bedien.	20,00	22,50	(1) Weaving of cane. (2) Affixing cane seats. (3) Riempie work. (4) Setting up and/or operating teasing machine and/or performing work therewith. (5) Making and/or cutting pads for spring units. (6) Employees employed in connection with any of the processes in the construction of spring interiors and/or the manufacture of their component parts. (7) Setting up and/or operating springmaking machines. (8) Affixing speaker cloths and fabrics to rails, doors, panels and boards for radio cabinets. (9) Removing excess glue spread on furniture or parts thereof. (10) Cutting metal rods and/or hinges and/or metal tubes and/or metal springs and/or hoop iron and/or wire and/or metal strips. (11) Rivetting and/or making threads on iron bolts and/or rods. (12) Straightening hoop iron. (13) Punching holes in metal. (14) Cleaning metal rods. (15) Bending, drilling and/or assembling metal parts. (16) Baling springs. (17) Dipping springs into a solution for the purpose of preservation. (18) Cleaning sandpapering machine dustbags. (19) Unbalancing and/or beating filling material. (20) Teasing filling materials by hand. (21) Cleaning and/or sweeping premises. (22) Cleaning machinery and/or plant and/or tools and/or utensils and/or saw blades. (23) Loading and/or unloading materials. (24) Transportation of goods by handcart. (25) Transportation of goods by pedal cycle. (26) Operation of mechanised handling equipment. (27) Unpacking raw materials. (28) Attending boilers and/or incinerators and/or ovens. (29) Loading and/or unloading and/or attending kilns.	20,00	22,50

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	R	R	R	R
(30) Dranke berei en/of bedien. (31) Eet- en/of drinkgerei was. (32) Timmerhout vir preservering behandel. (33) Masiendryfbande las. (34) Massameetwerk. (35) Meubels uitmekaar haal. (36) Goedere dra en/of aandra. (37) Voertuie op- en/of aflaai. (38) Masjienerker help met die hantering van grondstowwe voor en ná masjienerwerk. (39) Assistent vir versendingsklerk, stoorman of tydbeampte. (40) Afwitwerk. (41) Knope maak. (42) Boodskappe en/of brieve aflewer. (43) Met 'n borsel skoonmaak. (44) Los werknemers (55 cent per uur).			(30) Making and/or serving beverages. (31) Washing-up eating and/or drinking utensils. (32) Treating of timber for preservation. (33) Joining machine driving belts. (34) Mass-measuring. (35) Stripping furniture. (36) Fetching and/or carrying. (37) Loading and/or unloading vehicles. (38) Assisting machinist in handling raw materials before and after machining. (39) Assistant to despatch clerk, storeman or timekeeper. (40) Linewashing. (41) Making of buttons. (42) Delivering messages and/or letters. (43) Cleaning with a brush. (44) Casual employees (55c per hour).	
<b>J. STOFFEERNAAIERS- EN/OF -NAAISTERSWERK</b>			<b>J. UPHOLSTERY SEAMSTERS' AND/OR SEAMSTRESS' WORK</b>	
22. <i>Werknemer, graad III</i> .....	32,50	35,00	22. <i>Grade III employee</i> .....	32,50 35,00
(1) Meubeloortreksels stik. (2) Alle hegstuukke vasstik en/of aanhaak. (3) Kussingslope en/of -oortreksels stik. (4) Donskomberosoortreksels maak en/of stik. (5) Omboorsels maak. (6) Glipsteekwerk en/of gimp en/of fraiings afmerk en/of materiaal stik. (7) Gimp, fraiings, galon en/of plooiewerk afmerk en/vassit. (8) Knope aan los kussings aanwerk uitgesondert diamantknoopwerk.			(1) Sewing of furniture covers. (2) Sewing on and/or hooking on of any attachments. (3) Sewing of cushion cases and/or cushion slips. (4) Making and/or sewing of quilted covers. (5) Making piping. (6) Slip-stitching and/or sewing gimp and/or fringes and/or materials. (7) Marking off and/or affixing gimp, fringes, braid and/or pleating. (8) Buttoning of loose cushions other than diamond buttoning.	
<b>K. GORDYNWERK</b>			<b>K. CURTAIN MAKING</b>	
23. <i>Werknemer, graad II</i> ..... Gordyne met 'n roede of meetband pas en/of meet.	47,50	50,00	23. <i>Grade II employee</i> .....	47,50 50,00
24. <i>Werknemer, graad III</i> .....	32,50	35,00	24. <i>Grade III employee</i> .....	32,50 35,00
(1) Gordyne stik en sny. (2) Glipsteekwerk aan gordynkapagterkante en fraiings.			(1) Sewing and cutting of curtains. (2) Slipstitching pelmet backs and fringes.	
25. <i>Werknemer, graad IV</i> .....	20,00	22,50	25. <i>Grade IV employee</i> .....	20,00 22,50
(1) Strykwerk. (2) Alle soorte gordynhakies insteek en/of aanstik. (3) Afwerking van gordyne (slegs met die hand knoop waar blindsteekmasjien die werk voltooi het). (4) Die kante van los gevoerde gordyne vasryg. (5) Bandstroke aan gordyne werk. (6) Assistent vir gordynpasser (slegs as die passer by is).			(1) Ironing. (2) Inserting and/or stitching of all types of curtain hooks. (3) Finishing off of curtains (only to tie knot by hand where blind stitch machine has completed the work). (4) Tacking sides of loose lined curtains. (5) Taping out of curtains. (6) Assistant to curtain fitter (only in the presence of the fitter).	
<b>L. DIVERSE—HULPWERKSAAMHEDE</b>			<b>L. MISCELLANEOUS—ANCILLARY OCCUPATIONS</b>	
26. <i>Werknemer, graad II</i> .....	47,50	50,00	26. <i>Grade II employee</i> .....	47,50 50,00
(1) Versendingsklerk. (2) Stoorman. (3) Tydbeampte. (4) Sweiswerk, uitgesondert puntsweiswerk.			(1) Despatch clerks. (2) Storeman. (3) Time-keepers. (4) Welding, other than spotwelding.	
27. <i>Werknemer, graad III</i> .....	32,50	35,00	27. <i>Grade III employee</i> .....	32,50 35,00
(1) Oppasser. (2) Wag. (3) Puntsweiser. (4) Doeksweiswerk.			(1) Caretakers. (2) Watchman. (3) Spotwelder. (4) Welding of fabric.	
<b>M. VOORMANNE, ONDERBASE EN TOESIGHOUERS</b>			<b>M. FOREMEN, CHARGEHANDS AND SUPERVISORS</b>	
Voormanne, onderbase en toesighouers moet lone betaal word teen die skaal van minstens die hoogste minimum voorgeskrewe loon, plus R20 per week wat van toepassing is op die werkzaamhede wat deur werknemers, graad I, verrig word.			Foremen, chargehands and supervisors shall be paid wages at the rate of not less than the highest minimum prescribed wage plus R20 per week applicable to the operations performed by Grade I employees.	

## N. LEERLINGE

Leerlinge gemagtig ingevolge klosule 29 (1) van Hoofstuk I van hierdie Ooreenkoms, wat die werk van naaiers en/of naaiers onder werknemers, graad III, leer en leerlinge onder werknemers, graad I en/of graad II moet, ondanks die minimum loon wat gespesifieer word op die sertifikaat wat ingevolge klosule 29 (3) en (4) van Hoofstuk I deur die Raad uitgereik word, minstens die volgende loon per week betaal word:

Gedurende eerste ses maande van leertyd: 75 persent;  
gedurende tweede ses maande van leertyd: 80 persent;  
gedurende derde ses maande van leertyd: 85 persent;  
gedurende vierde ses maande van leertyd: 90 persent;  
van die minimum voorgeskrewe loon vir werknemers, graad I, graad II of graad III, na gelang van die geval.

## O. JEUGDige WERKNEMERS

(1) Jeugdige manlike werknemers in 'n ambag of deel van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, moet gedurende die gemagtigde proeftyd minstens die lone betaal word wat kragtens genoemde Wet voorgeskryf word.

(2) *Alle ander jeugdiges.*—Die minimum loon wat in hierdie Ooreenkoms voorgeskryf word vir werknemers in diens in diezelfde klas werk.

## HOOFSTUK III

## DIENSVOORWAARDES VAN TOEPASSING OP DRYWERS VAN MOTORVOERTUIE

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op drywers van motorvoertuie:

## A. WOORDOMSKRYWING

"Los drywer van 'n motorvoertuig" beteken 'n werknemer wat as 'n drywer van 'n motorvoertuig op hoogstens twee dae per week by dieselfde werkewerksaam is;

"noodsaaklike dienste" beteken werk wat, weens oorsake soos brand, storm, ongeluk, gewelddaad of diefstal, sonder versuim verrig moet word, en alle werk wat nodig is vir die vervoer van masjinerie om 'n ernstige ontwrigting in 'n ambag te voorkom, of vervoer vir die doel van landsverdediging of polisiediens;

"werkure" omvat alle tydperke wat aan die dryf van 'n motorvoertuig bestee word en alle tyd wat die drywer bestee aan werk wat in verband staan met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf wanneer dit van hom vereis word;

"motorvoertuigdrywer" beteken 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing omvat "motorvoertuig dryf" alle tydperke wat aan die dryf van 'n motorvoertuig bestee word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf;

"motorvoertuig" beteken 'n voertuig wat vir die vervoer van goedere en/of passasiers gebruik word en wat op 'n ander manier as deur mense- of dierekrag aangedryf word en ook 'n trekker;

"loonvrag" beteken die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ooreenkomsdig 'n motortransport-sertifikaat of vrystellingssertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur 'n plaaslike padvervoerraad uitgereik is kragtens die Motortransportwet, 1930, of ooreenkomsdig 'n padwaardigheidssertifikaat wat ten opsigte van sodanige voertuig deur 'n plaaslike owerheid uitgereik is, naamlik die netto dravermoë of netto vrag wat die grootste is;

"stukwerk" of "taakwerk" beteken 'n stelsel waarvolgens 'n werknemer se loon gebaseer word op die massa volume of getal reise wat onderneem is of die mylastrand/kilometers wat afgelê is;

"sleepwa" beteken 'n voertuig wat aangehaak is aan en getrek word deur 'n voertuig, maar dit omvat nie die eerste vervoermiddel wat aangehaak is aan en getrek word deur 'n trekker of voertuig wat bekend staan as 'n "voorhaker" nie;

"weeklikse werknemer" beteken 'n werknemer wat by die week in diens is.

## B. LOONSVERHOGINGS EN MINIMUM LONE

(1) Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: Met dien verstande dat die minimum voorgeskrewe loon by elke geleenthed ingevolge hierdie Ooreenkoms verhoog moet word, 'n Werknemer wat 'n hoër loon ontyng as die minimum voorgeskrewe loon

## N. LEARNERS

Learners authorised in terms of clause 29 (1) of Chapter I of this Agreement, employed in learning seamsters' and/or seamstresses' work under Grade III and learners under Grade I and/or Grade II shall, notwithstanding the minimum wage specified on the certificate issued by the Council in terms of clause 29 (3) and (4) of Chapter I be paid not less per week than the following wage:

During the first six months of learnership: 75 per cent; during the second six months of learnership: 80 per cent; during the third six months of learnership: 85 per cent; during the fourth six months of learnership: 90 per cent; of the minimum prescribed rate for Grade I, Grade II or Grade III employees, as the case may be.

## O. JUVENILE EMPLOYEES

(1) Juvenile male employees engaged in a trade or part of a trade designated under the Apprenticeship Act, 1944, during the authorised probationary period, shall be paid not less than the wages prescribed in terms of the provisions of the said Act.

(2) *All other juveniles.*—The minimum wage prescribed in this Agreement for employees employed on the same class of work.

## CHAPTER III

## EMPLOYMENT CONDITIONS APPLICABLE TO DRIVERS OF MOTOR VEHICLES

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles:

## A. DEFINITIONS

"Casual driver of motor vehicle" means an employee who is employed as a driver of a motor vehicle by the same employer on not more than two days in any week;

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

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

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

"motor vehicle" means a conveyance used for the transportation of goods and/or passengers which is propelled by other than human or animal power and includes a tractor;

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

"piece-work" or "task-work" means any system under which an employee's wage is based on the mass, volume or number of journeys undertaken or on the mileage/kilometres covered;

"trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or vehicle known as "mechanical horse"; and

"weekly employee" means an employee who is employed by the week.

## B. WAGE INCREASE AND MINIMUM WAGE

(1) The following shall be the minimum weekly wages prescribed for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum prescribed rate has to be increased in terms of this Agreement. Employees who are in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by him, shall

vir die klas werk wat hy verrig moet, ondanks andersluidende bepaling hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

*Indeling**Vir tydperk eindigende 31/12/75*

Drywer ingedeel onder 1 (a) (i):

Wat minder as R24,30 per week verdien

Wat meer as R24,29 per week verdien

Drywer ingedeel onder 1 (a) (ii):

Wat minder as R27,90 per week verdien

Wat meer as R27,89 per week verdien

Drywer ingedeel onder 1 (a) (iii):

Wat minder as R31,50 per week verdien

Wat meer as R31,49 per week verdien

Drywer ingedeel onder 1 (a) (iv) en (b):

Wat minder as R35,10 per week verdien

Wat meer as R35,09 per week verdien

Drywer ingedeel onder 1 (c):

Wat minder as R18 per week verdien

Wat meer as R17,99 per week verdien

*Indeling**Tydperk beginnende 1/1/76*

Drywer ingedeel onder 1 (a) (i)...

Weekloon moet verhoog word met R2,50.

Drywer ingedeel onder 1 (a) (ii)...

Weekloon moet verhoog word met R2.

Drywer ingedeel onder 1 (a) (iii)...

Weekloon moet verhoog word met R2.

Drywer ingedeel onder 1 (a) (iv) en (b)

Weekloon moet verhoog word met R2.

Drywer ingedeel onder 1 (c)....

Weekloon moet verhoog word met R2,50.

notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

*Classification**For period ending 31/12/75*

Driver classified under 1 (a) (i):

Earning less than R24,30 per week

Earning more than R24,29 per week

Driver classified under 1 (a) (ii):

Earning less than R27,90 per week

Earning more than R27,89 per week

Driver classified under 1 (a) (iii):

Earning less than R31,50 per week

Earning more than R31,49 per week

Driver classified under 1 (a) (iv) and (b):

Earning less than R35,10 per week

Earning more than R35,09 per week

Driver classified under 1 (c):

Earning less than R18 per week

Earning more than R17,99 per week

*Classification**Period commencing 1/1/76*

Driver classified under 1 (a) (i)...

Weekly wage to be increased by R2,50.

Driver classified under 1 (a) (ii)...

Weekly wage to be increased by R2.

Driver classified under 1 (a) (iii)...

Weekly wage to be increased by R2.

Driver classified under 1 (a) (iv) and (b)

Weekly wage to be increased by R2.

Driver classified under 1 (c)....

Weekly wage to be increased by R2,50.

Loonvragte	<i>Vir die tydperk eindigende 31/12/75</i>	<i>Vanaf 1/1/76</i>
	R	R
(a) Drywer van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg (6 000 lb).....	27,00	29,50
(ii) 2 722 kg (6 000 lb) en meer, maar hoogste 4 536 kg (10 000 lb)	31,00	33,00
(iii) meer as 4 536 kg (10 000 lb), maar hoogstens 6 350 kg (14 000 lb)	35,00	37,00
(iv) meer as 6 350 kg (14 000 lb).....	39,00	41,00
(b) Drywer van 'n stoomwa.....	39,00	41,00
(c) Drywer van 'n vurkhyswa, trekke, bromponie, passasiersmotor	20,00	22,50
(d) Los drywer van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om (vir 'n tydperk van nege uur of minder as nege uur per dag) 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg (6 000 lb).....	5,40	5,90
(ii) 2 722 kg (6 000 lb) en meer, maar hoogstens 4 536 kg (10 000 lb)	6,20	6,60
(iii) meer as 4 536 kg (10 000 lb) maar hoogstens 6 350 kg (14 000 lb)	7,00	7,40
(iv) meer as 6 350 kg (14 000 lb).....	7,80	8,20
(e) Los drywer van 'n stoomwa.....	7,80	8,20
(f) Los drywer van 'n vurkhyswa, trekker, bromponie, passasiersmotor	4,00	4,50

Pay-loads	<i>For period ending 31/12/75</i>	<i>From 1/1/76</i>
	R	R
(a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—		
(i) under 2 722 kg (6 000 lb).....	27,00	29,50
(ii) 2 722 kg (6 000 lb) and over, but not exceeding 4 536 kg (10 000 lb)	31,00	33,00
(iii) over 4 536 kg (10 000 lb), but not exceeding 6 350 kg (14 000 lb).	35,00	37,00
(iv) over 6 350 kg (14 000 lb).....	39,00	41,00
(b) Driver of steam wagon.....	39,00	41,00
(c) Driver of fork lift, tractor, scooter, passenger car	20,00	22,50
(d) Casual driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—		
(i) under 2 722 kg (6 000 lb).....	5,40	5,90
(ii) 2 722 kg (6 000 lb) and over but not exceeding 4 536 kg (10 000 lb)	6,20	6,60
(iii) over 4 536 kg (10 000 lb), but not exceeding 6 350 kg (14 000 lb).	7,00	7,40
(iv) over 6 350 kg (14 000 lb).....	7,80	8,20
(e) Casual driver of a steam wagon.....	7,80	8,20
(f) Casual driver of fork lift, tractor, scooter, passenger car	4,00	4,50

(2) *Kontrakbasis.*—Elke werknemer word geag 'n weeklikse werknemer te wees tensy hy ingesluit is in die omskrywing van 'n "los drywer" van 'n motorvoertuig, en behoudens klousules C (6) en K, moet hy minstens die volle weekloon betaal word wat in subklousule (1) (a) en (c) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy die volle tyd of minder gewerk het, en is hy onderworpe aan die ander voorwaarde (vir sover dit op hom van toepassing is) wat vir so 'n werknemer voorgeskryf is.

(2) *Basis of contract.*—Every employee shall be deemed to be a weekly employee unless he falls within the definition of a "casual driver" of a motor vehicle and shall be paid not less than the full weekly remuneration prescribed in subclause (1) (a), (b) and (c) for an employee of his class, subject to the provisions of clauses C (6) and K, whether he has worked full time or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(3) *Sleepwaens.*—'n Werknemer wat op 'n bepaalde dag 'n motorvoertuig dryf waaraan een of meer sleepwaens gehaak is, moet minstens die volgende betaal word:

(a) Indien hy 'n weeklikse werknemer is, 25c per dag vir elke sleepwa, met 'n maksimum van R1 in 'n week;

(b) as hy 'n los drywer van 'n motorvoertuig is, 25c per dag benewens die besoldiging voorgeskryf ingevolge subklousule (1), (3) en (6).

(4) *Berekening van maandelikse besoldiging.*—Wanneer die besoldiging wat aan 'n werknemer verskuldig is, ooreenkomsdig die voorbehoudbepaling van klousule C (1) maandeliks bestig word, is die besoldiging wat in 'n bepaalde maand betaalbaar is, vier en een-derde mal die weekloon wat vir 'n werknemer van sy klas in subklousule (1) (a), (b) en (c) voorgeskryf word.

(5) *Differensiële lone.*—'n Werknemer, uitgesonderd 'n los drywer van die motorvoertuig, van wie vereis word of wat toegelaat word om werk te verrig waarvoor 'n hoër loon as sy gewone loon in subklousule (1) (a), (b) en (c) voorgeskryf word, moet ten opsigte van die hele dag waarop hy werk verrig waarvoor sodanige hoër loon voorgeskryf is, sodanige hoër loon ontvang; en 'n los drywer van 'n motorvoertuig wat op 'n bepaalde dag toegelaat word of van wie vereis word om werk te verrig ten opsigte waarvan verskillende lone in subklousule (1) (d), (e) en (f) voorgeskryf word, moet sodanige hoër of hoogste loon betaal word.

Vir die toepassing van hierdie subklousule moet die loon wat aan 'n werknemer, uitgesonderd 'n los drywer van 'n motorvoertuig, ten opsigte van 'n dag betaal word, minstens gelyk wees aan een sesde van die weekloon wat in subklousule (1) (a), (b) en (c) voorgeskryf word vir die hoër besoldigde werk wat hy verrig het.

(6) *Verblyftoelae.*—'n Werkgewer moet, benewens ander besoldiging wat verskuldig is, aan sy werknemer wat tydens 'n reis onderneem vir die vervulling van sy pligte, van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir 'n tydperk van een of meer nagte, minstens die volgende verblyftoelae betaal:

(a) Waar dit vir die werknemer nodig is om 'n aandete en bed te bekom: R2,50.

(b) Waar dit vir die werknemer nodig is om 'n aandete, bed en ontbyt te bekom: R2,75.

(c) Waar dit vir die werknemer nodig is om 'n bed, ontbyt, middag- en aandete te bekom: R3.

### C. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los drywers van 'n motorvoertuig.*—Besoldiging is weekliks betaalbaar en moet nie later nie as 30 minute na die voltooiing van die dag se werk in kontant betaal word op die gewone betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind: Met dien verstande dat 'n werkgewer, met die toestemming van sy werknemer, die besoldiging wat verskuldig is, maandeliks mag betaal.

(2) *Los drywer van 'n motorvoertuig.*—'n Los drywer moet sy besoldiging in kontant ontvang by beëindiging van sy dienskontrak.

(3) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer betaal word of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van opleidingskemas waartoe die werkgewer regtens moet bydra nie.

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

(5) *Kos en inwoning.*—Behoudens enige ander wet, mag 'n werkgewer nie van sy werknemer vereis om by hom of op 'n plek deur hom aangewys, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes ople nie en ook geen bedrae, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:

(a) Wanneer 'n werknemer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid;

(b) enige bedrag wat 'n werkgewer ingevolge of kragtens 'n statutêre wet of bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(c) bedrae bedoel in klousule 17 van Hoofstuk I van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van die werknemer, bedrae vir versekerings- of pensioenfondse;

(e) bydraes tot die Fondse van die vakverenigings ingevolge klousule 31 van Hoofstuk I van hierdie Ooreenkoms;

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

(a) if a weekly employee, 25c per day for each trailer, with a maximum of R1 in any week;

(b) if a casual driver of a motor vehicle, 25c per day, in addition to the remuneration prescribed in terms of sub-clauses (1), (3) and (6).

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

(5) *Differential rates.*—An employee, other than a casual driver of a motor vehicle, who is required or permitted to perform work for which a higher rate of wages is prescribed in subclause (1) (a), (b) and (c) than his usual rate of wage shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed; and a casual driver of a motor vehicle who on any day is required or permitted to perform work in respect of which different wages are prescribed in subclause (1) (d), (e) and (f) shall be paid the higher or highest of such rates.

For the purposes of this subclause, the wages payable to an employee, other than a casual driver of a motor vehicle, in respect of any one day shall be not less than one-sixth of the weekly wage prescribed in subclause (1) (a), (b) and (c) of the higher rated work performed.

(6) *Subsistence allowance.*—An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than—

(a) where it is necessary for the employee to obtain an evening meal and bed: R2,50;

(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R2,75;

(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R3.

### C. PAYMENT OF REMUNERATION

(1) *Employees other than casual drivers of motor vehicles.*—Remuneration shall become due and be paid in cash weekly, not later than 30 minutes after the completion of the day's work, on the usual pay-day or on termination of employment if this takes place before the usual pay-day: Provided that an employer may, with the consent of his employee pay the remuneration due monthly.

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

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of any employee: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

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

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

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

(a) Where an employee absents himself from work, a *pro rata* amount for the period of such absence;

(b) a deduction of any amount which an employer by any statutory law or order of any competent court is required or permitted to make;

(c) deductions referred to in clause 17 of Chapter I of this Agreement;

(d) with the written consent of the employee, deductions for insurance or pension funds;

(e) deductions of contributions to the funds of the trade unions in terms of clause 31 of Chapter I of this Agreement;

(f) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, hoogstens die volgende bedrae:

	Per week	Per maand
	R	R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

#### D. WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer is hoogstens—

(a) in die geval van 'n ander werknemer as 'n los drywer van 'n motorvoertuig—

(i) vier-en-veertig in 'n bepaalde week van Maandag tot en met Vrydag;

(ii) nege op vyf dae per week en sewe op die ander dag:

Met dien verstande dat dit altesaam hoogstens 44 per week is: Met dien verstande voorts dat, as daar op 'n bepaalde dag van 'n werknemer vereis word om later as 11h00 met sy werk te begin, hy vir die berekening van die gewone werkure en oortydwerkure geag moet word om 11h00 te begin werk het;

(b) in die geval van 'n los drywer van 'n motorvoertuig, nege op 'n dag.

(2) *Oortydure.*—Alle ure wat daar langer gewerk word as die maksimum getal gewone werkure wat in subklousule (1) voorgeskryf word, word geag oortydwerkure te wees.

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

(a) In die geval van 'n werknemer wat per week betaal word, een en 'n half maal die weekloon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a), (b) en (c), gedeel deur 44; en

(b) in die geval van 'n los drywer van 'n motorvoertuig, een en 'n half maal die loon voorgeskryf in klousule B (1) (d), (e) en (f), gedeel deur nege.

(4) *Beperking op oortydwerk.*—'n Werkgever mag nie sy werknemer toelaat of van hom vereis om meer as—

(a) twee uur op 'n dag;

(b) nege uur in 'n week;

oortydwerk te verrig nie.

(5) *Betaling vir Sondae.*—Tyd op 'n Sondag gewerk, mag nie as deel van die gewone werkure of as oortydwerk gereken word nie, maar moet daarvoor betaal word teen minstens die volgende spesiale skale:

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

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

(c) in die geval van 'n werknemer bedoel in die voorbehoudsbepaling van klousule E (1) (b), dubbel die dagloon voorgeskryf in klousule B (1) (e), gedeel deur nege vir elke uur of gedeelte daarvan gewerk, met 'n minimum betaling vir vier uur.

(6) *Betaling vir openbare vakansiedae.*—'n Werknemer wat op Kersdag, Goeie Vrydag of Geloftedag werk, moet vir elke dag of gedeelte daarvan minstens die volgende betaal word:

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

(b) in die geval van 'n los drywer van 'n motorvoertuig, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (d), (e) en (f).

(7) *Etenure.*—Nadat 'n werknemer vyf uur lank gewerk het, moet daar aan hom een uur toegestaan word as etenstyd, en gedurende sodanige pouse mag daar geen werk verrig word nie: Met dien verstande dat as 'n werkgever van sy werknemer vereis om meer as een uur as etenstyd te neem, alle tyd langer as een uur gereken moet word as deel van die gewone werkure.

(8) *Werkure moet aaneenlopend wees.*—Behoudens subklousule (7), moet alle werkure op 'n dag aaneenlopend wees.

(f) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20

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

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

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

(i) forty-four in any week from Monday to Saturday inclusive;

(ii) nine on five days in any week and seven on the other day:

Provided that the weekly total does not exceed 44: Provided further that if an employee is required on any day to commence work later than 11h00 he shall, for the purpose of calculating the ordinary hours of work and overtime be deemed to have commenced work at 11h00;

(b) in the case of a casual driver of a motor vehicle, nine on any day.

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

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

(a) in the case of a weekly paid employee, one and a half times the weekly wage prescribed for an employee of his class in clause B (1) (a), (b) and (c) divided by 44; and

(b) in the case of a casual driver of a motor vehicle, one and a half times the wage prescribed in clause B (1) (d), (e) and (f) divided by nine.

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

(a) two hours on any day;

(b) nine hours in any week.

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

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

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

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

(6) *Payment for public holidays.*—An employee who works on Christmas Day, Good Friday or the Day of the Covenant shall for each day or part thereof be paid not less than—

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

(b) in the case of a casual driver of a motor vehicle, double the wage prescribed for an employee of his class in clause B (1) (d), (e) and (f).

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

(8) *Hours of work to be consecutive.*—Subject to the provisions of subclause (7), all hours of work on any day shall be consecutive.

**E. RUSTYE**

(1) Geen werkgever mag van sy werknemer vereis of hom toelaat—

(a) om so te werk dat die werknemer nie minstens 12 aan-enlopende ure rustyd het nie in 'n tydperk van 24 uur, bereken vanaf die tyd waarop die werknemer op 'n bepaalde dag met sy werk begin;

(b) om so te werk dat die werknemer nie een hele dag vir rus in elke sewe agtereenvolgende dae het nie: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer van wie vereis word om vir hoogstens vier uur op 'n Sondag te werk met die doel om 'n stoomwa te bedien.

**F. SIEKTEVERLOF**

Klousule 30 van Hoofstuk I is *mutatis mutandis* van toepassing.

**G. VERBOD OP STUKWERK OF TAAKWERK**

Geen werkgever mag van sy werknemer vereis of hom toelaat om stukwerk of taakwerk te verrig nie.

**H. UNIFORMS**

'n Werkgever wat van sy werknemer vereis om 'n uniform te dra, moet sodanige uniform gratis verskaf, laat was of skoonmaak, en dit bly die eiendom van die werkgever.

**I. DIENSSERTIFIKAAT**

'n Werkgever moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los drywer van 'n motorvoertuig, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volgende gemeld word: Die volle naam van die werkgever en van die werknemer, die datum waarop die dienskontrak in werking getree het, die datum van beëindiging daarvan en die besoldiging op die datum van sodanige beëindiging.

**J. LOGBOEK**

(1) Elke werkgever moet 'n logboek met duplikeatbladsye en so naas moontlik in onderstaande vorm, verskaf vir die gebruik van elke werknemer in sy diens:

**DAAGLIKSE LOG**

Naam van werkgever.....

Naam van drywer.....

Tipe voertuig en goedgekeurde loonvrag.....

Getal sleepwaens aan voertuig gehaak.....

Tyd waarop werk begin.....

Tyd waarop werk eindig.....

Gteal gewone ure gewerk.....

Etenstyd(tye) van ..... vm./nm. tot.vm./nm.....

Onklaarrakings, ongelukke en/of ander vertragings.....

.....

Handtekening van drywer

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

(2) Tensy 'n werknemer weens siekte of 'n ander onvermydelike oorsaak nie in staat is om dit te doen nie, moet hy, wanneer hy voorsien word van die logboek gemeld in subklousule (1), sodanige logboek in duplo en op 'n manier wat so naas moontlik in die voorgeskrewe vorm moet wees, byhou ten opsigte van elke dag se werk, en moet hy binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n volledig ingevulde kopie daarvan aan sy werkgever oorhandig.

(3) Elke werkgever moet die ingevulde kopie van die daagliks logboek bewaar vir 'n tydperk van drie jaar na die datum waarop dit ingevul is.

**K. BEËINDIGING VAN DIENSKONTRAK**

Klousule 34 van Hoofstuk I is *mutatis mutandis* van toepassing.

Hierdie Ooreenkoms is namens die partye op die 21st dag van Mei 1975, in Johannesburg onderteken.

J. F. KLOPPER, Voorsitter van die Raad.

I. R. MYERS, Vice-voorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

**E. REST PERIODS**

(1) No employer shall require or permit his employee to work—

(a) so that the employee has not at least 12 consecutive hours for rest in any period of 24 hours calculated from the time the employee commences work on any day;

(b) so that the employee has not one complete day for rest in every seven consecutive days: Provided that this paragraph shall not apply to an employee who may be required to work on a Sunday for not more than four hours for purpose of attending to a steam wagon.

**F. SICK LEAVE**

The provisions of clause 30 of Chapter I shall *mutatis mutandis* apply.

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

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

**H. UNIFORMS**

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

**I. CERTIFICATE OF SERVICE**

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

**J. LOG BOOK**

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

**DAILY LOG**

Name of employer.....

Name of driver.....

Type of vehicle and authorised pay-load.....

Number of trailers attached to vehicle.....

Time of starting work.....

Time of finishing work.....

Number of ordinary hours worked.....

Meal hour(s) from ..... a.m./p.m. to ..... a.m./p.m.

Breakdowns, accidents and/or other delays.....

..... Signature of driver

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

(2) Every employee, upon being provided with the log book referred to in subclause (1), unless precluded from doing so by sickness or other unavoidable cause, shall keep the daily log book in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall within 24 hours of the completion of the day's work to which it relates, deliver a duplicate completed copy thereof to his employer.

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

**K. TERMINATION OF CONTRACT OF EMPLOYMENT**

The provisions of clause 34 of Chapter I shall *mutatis mutandis* apply.

This Agreement signed on behalf of the parties at Johannesburg this 21st day of May 1975.

J. F. KLOPPER, Chairman of the Council.

I. R. MYERS, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 1520

8 Augustus 1975

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941****MEUBELNYWERHEID, TRANSVAAL**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 1345 van 1 Augustus 1975 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1519

8 Augustus 1975

**WET OP NYWERHEIDSVERSOENING, 1956****MEUBELNYWERHEID, TRANSVAAL****AANVULLENDE VOORSORGFONDSCOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klosules 1 (1) (a), 2 en 5 van Hoofstuk I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klosule 1 (1) (b) van Hoofstuk I van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klosules 1 (1) (a), 2 en 5 van Hoofstuk I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, in die gebiede gespesifiseer in klosule 1 (1) (b) van Hoofstuk I van die Ooreenkoms, *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.

No. R. 1520

8 August 1975

**FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941****FURNITURE MANUFACTURING INDUSTRY,  
TRANSVAAL**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, Transvaal, published under Government Notice R. 1345 of 1 August 1975 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. 1519

8 August 1975

**INDUSTRIAL CONCILIATION ACT, 1956****FURNITURE MANUFACTURING INDUSTRY,  
TRANSVAAL****SUPPLEMENTARY PROVIDENT FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, upon the employers' organisation and the trade unions which entered into the said 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 said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, 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 areas specified in clause 1 (1) (b) of Chapter I of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Chapter I of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter 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.

## BYLAE

**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID TRANSVAAL—AANVULLENDE VOORSORGFONDS**

**OOREENKOMS**

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

Transvaal Furniture and Upholstery 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 die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknekmers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal.

**HOOFSTUK I****1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Transvaal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknekmers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke daarin werkzaam is; en

(b) in die provinsie Transvaal en die landdrosdistrikte Ganyesa, Mafeking, Molopo, Taung [uitgesonderd dié gedeeltes wat voor 1 Desember 1971 (Goewermentskennisgewing 1922 van 22 Oktober 1971) binne die landdrosdistrikte Barkly-Wes en Hartswater gevall het], Vryburg en in dié gedeeltes van die landdrosdistrikte Ditsobotla en Tlhaping-Tlharo wat voor 1 Desember 1971 (Goewermentskennisgewing 1891 van 22 Oktober 1971) binne onderskeidelik die landdrosdistrikte Mafeking en Vryburg gevall het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing slegs op werknekmers, uitgesonderd los werknekmers, vir wie lone in die Hoofooreenkoms voorgeskryf word; en

(b) nie van toepassing nie op werknekmers vir wie Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2330 van 15 Desember 1972 bindend is.

**2. GELDIGHEIDSDUUR**

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens Artikel 48 van die Wet deur die Minister gespesifieer word, en bly van krag vir die tydperk wat op 31 Oktober 1976 eindig, of vir sodanige tydperk as wat hy vasstel.

**3. WOORDOMSKRYWINGS**

Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukings wat die manlike geslag aandui, die vroulike, en dié wat die enkelvoud aandui, die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"los werknekmer" 'n werknekmer wat by dieselfde werkgewer vir hoogstens drie dae in enige bepaalde week in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Fonds, die Komitee deur die Raad aangestel ingevolge klosule 2 (1) (a) van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2330 van 15 Desember 1972;

"bydraes" die geld wat aan die Fonds ingevolge klosule 3 (1) (a) van Hoofstuk II van hierdie Ooreenkoms betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Transvaal;

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL—SUPPLEMENTARY PROVIDENT FUND**

**AGREEMENT**

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

National Union of Furniture and Allied Workers of South Africa

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

**CHAPTER I****1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed therein; and

(b) in the Province of the Transvaal and in the Magisterial Districts of Ganyesa, Mafeking, Molopo, Taung [excluding those portions which, prior to 1 December 1971 (Government Notice 1922 of 22 October 1971), fell within the Magisterial Districts of Barkly West and Hartswater], Vryburg and in those portions of the Magisterial Districts of Ditsobotla and Tlhaping-Tlharo which, prior to 1 December 1971 (Government Notice 1891 of 22 October 1971), fell within the Magisterial Districts of Mafeking and Vryburg, respectively.

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

(a) apply only to employees, other than casual employees, for whom wages are prescribed in the Main Agreement; and

(b) not apply to employees upon whom the provisions of Chapter II of the Agreement published under Government Notice R. 2330 of 15 December 1972 are binding.

**2. PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in operation for the period ending 31 October 1976, or for such period as may be determined by him.

**3. DEFINITIONS**

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

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

"auditor" means a public accountant as defined in the Act;

"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;

"Committee" or "Management Committee" shall, for the purposes of the administration of the Fund, mean the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II of the Agreement published under Government Notice R. 2330, dated 15 December 1972;

"contributions" means the moneys payable to the Fund in terms of clause 3 (1) (a) of Chapter II of this Agreement;

"Council" means the Industrial Council for the Furniture Manufacturing Industry, Transvaal;

"afhanklike", met betrekking tot 'n lid vir die toepassing van Hoofstuk II—

- (a) sy vrou;
- (b) sy weduwee;
- (c) sy minderjarige kind of minderjarige stiefkind; of

(d) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is, ingevoer hierdie paragraaf finala is;

"Fonds" die Voorsorgfonds vir die Meubelnywerheid, Transvaal", in Hoofstuk II van hierdie Ooreenkoms bedoel;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging, of in sy geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en dit sluit onder die volgende werksaamhede in:

Heelmaak, stoffeer, herstoffeer, beits, spuitverf, poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsnywerk in verband met die vervaardiging en/of heelmaak van meubels, die polering en/of herpolering van klaviere of die vervaardiging en/of beits, die spuit en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroëe of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinettes, en dit sluit in die werksaamhede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsnywerk in verband met die vervaardiging van meubels gedoen word; en dit sluit verder in die heelmaak, herstofferig en/of herpolering van meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of enige werk in verband met die finale afwerking van enige meubelstuk vir verkoop of in sy geheel of gedeeltelik, gedoen word, en die finering van lamelblokbord- of laaghoutdeure wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word, maar dit sluit nie in nie die vervaardiging van ateljeerusbanke soos hieronder omskryf, en kussings vir sodanige ateljeerusbanke, en die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalbeddens.

Vir die toepassing van hierdie woordomskrywing beteken "ateljeerusbank" 'n meubelstuk wat ontwerp is om op te sit maar wat in 'n dubbelbed of twee of meer beddens omgeskep kan word en waarvan die raam hoofsaaklik van metaal gemaak is en die sit- en/of slaapoppervlake uit matrasse en/of kussings bestaan;

"Hooforeenkoms" enige geldende ooreenkoms vir die Meubelnywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"lid 'n werknemer wat toegelaat is as lid van die Fonds die woorde "lid" en "lidmaatskap" het 'n ooreenstemmende betekenis;

"hoe ouderdom" die leeftyd van 60 jaar of ouer;

"gewone loon" die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende enige bepaalde week gewerk het;

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag vóór Vrydag is;

"aftrede" permanente aftrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoe ouderdom, en "aftree" het 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds deur die Raad gemaak ingevolge klousule 2 (1) (b) van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2330 van 15 Desember 1972;

"Sekretaris" die Sekretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 4 van Hoofstuk II.

#### 4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n Sekretaris en personeel aanstel op sodanige grondslag en voorwaarde as wat hy geskik ag en hy kan sodanige aanstellings verander, reëlings tref en voorseeing maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Ooreenkoms.

"dependant" means in relation to a member for the purposes of Chapter II—

- (a) his wife;
- (b) his widow;
- (c) his minor child or minor stepchild; or

(d) any other person wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provided that the Committee's decision, as to who the dependants of the deceased member are, in terms of this paragraph, shall be final;

"Fund" means the Provident Fund for the Furniture Manufacturing Industry, Transvaal, referred to in Chapter II of this Agreement;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

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

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

A "studio couch" for the purposes of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry, in terms of the Act;

"member" means an employee who has been admitted as a member of the Fund, and the words "member" and "membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

"pay-day" means Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday;

"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;

"rules" means the rules of the Fund made by the Council in terms of clause 2 (1) (b) of Chapter II of the Agreement published under Government Notice R. 2330 of 15 December 1972;

"Secretary" means the Secretary appointed in terms of clause 4 of this Chapter;

"trustee(s)" means the trustee(s) appointed in terms of clause 4 of Chapter II.

#### 4. ADMINISTRATION

The Council shall appoint an auditor, a Secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Agreement.

## 5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navraag te doen en om sodanige dokumente, boeke, loonstate, loonkoerte en loonkaartte te ondersoek en om sodanige individue te ondervra as wat nodig is met die doel om vas te stel of hierdie Ooreenkoms nagekom word, en ingeval daar geen agente is wat deur die Raad aangestel is nie, kan hy die Bestuurskomitee magtig om een of meer agente aan te stel, beklee met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkewers aan die Fonds verskuldig is.

## 6. VRYSTELLINGS

(1) Die Bestuurskomitee kan vrystelling verleen van enige van of al die bepalings van hierdie Ooreenkoms ten opsigte van 'n werkewer en/of een of meer van sy werkemers.

(2) Die Bestuurskomitee moet, ten opsigte van enige werkewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstell waarop sodanige vrystelling verleent word en die tydperk wat sodanige vrystelling van krag is: Met dien verstaande dat die Bestuurskomitee indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkewer of werkemmer gegee het, enige vrystellingssertifikaat kan intrek of wysig, ongeag of die tydperk waaroor vrystelling verleent was, verstyk het of nie.

(3) Die Sekretaris moet aan elke werkewer/werkemmer aan wie vrystelling ingevolge hierdie klousule verleent word, 'n sertifikaat onder sy handtekening uitrek waarin hy die volgende besonderhede vermeld:

- (a) Die naam van die betrokke werkewer/werkemmer/voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
- (c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan waarop sodanige vrystelling verleent word; en
- (d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en
- (c) wanneer 'n vrystelling van 'n werkemmer verleent word, 'n kopie van die vrystellingssertifikaat aan die betrokke werkewer stuur.

(5) Elke werkewer/werkemmer moet die bepalings van enige vrystellingssertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

## 7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee en die beampies van die Fonds word nie verantwoordelik gehou vir enige handeling wat kan lei tot 'n verlies vir die Fonds nie, indien sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(2) Die Raad en/of Komitee of Bestuurskomitee word nie verantwoordelik gehou nie vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar deur die werkewer wat nie by sekwestrasie of likwidasie van die werkewer se boedel of hoegegaamd in die Fonds inbetaal is nie.

## 8. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop 'n lid van die Fonds na hy beweer ingevolge hierdie Ooreenkoms geregtig is, mag nie gebruik word as grond vir skadevergoeding in enige geding wat deur sodanige lid teen die werkewer ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werkewer om die diens van sodanige lid te beëindig nie.

(2) Niemand, hetsy hy 'n lid is of nie, het enige eis, reg of belang teen, op of ten opsigte van die Fonds of enige bydraes daartoe of enige belang daarby of enige eis teen die Raad of die Bestuurskomitee ingestel ingevolge hierdie Ooreenkoms en die werkewers nie, behalwe kragtens en ooreenkomsdig hierdie Ooreenkoms.

(3) Behoudens die Insolvencieswet, 1936, of enige wet, maak die bystand waarop 'n lid of sy afhanklike geregtig is, by sekwestrasie of afstanddoening van sy boedel nie deel van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fonds en die betrokke Komitee kan daaroor beskik op 'n wyse wat, na die mening van die Komitee, daarop gereken is om sodanige lid of afhanklike te bevoordeel.

## 5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council it may authorise the Management Committee to appoint one or more agents, with similar powers and duties of the agents referred to above, for so long as contributions are due to the Fund by members and employers.

## 6. EXEMPTIONS

(1) The Management Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out—

- (a) the full name of the employer/employee concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions, if any, fixed in accordance with the provisions of subclause (2) hereof subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary shall—

- (a) number consecutively all certificates issued;
- (b) retain a copy of each such certificate issued; and
- (c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.

(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

## 7. INDEMNITY

(1) The members of the Council, the members of the Committee and the officers of the Fund shall not be held responsible for any act which may result in loss to the Fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council and/or Committee or Management Committee shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, upon the sequestration or liquidation of the employer's estate or at all.

## 8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal.

Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

(2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Fund, or any contributions thereto or any interest therein or any claim against the Council, or the Management Committee established in terms of this Agreement and the employers, except under and in accordance with the provisions of this Agreement.

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestered, or assigned, the benefit to which such member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

## HOOFSTUK II

## 1. VOORSORGFONDS VIR DIE MEUBELNYWERHEID, TRANSVAAL

(1) "Voorsorgfonds" beteken die Voorsorgfonds vir die Meubelnywerheid, Transvaal, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgwing 44 van 13 Januarie 1961 en voortgesit ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgwing R. 2330 van 15 Desember 1972.

(2) Die Fonds bestaan ook uit die totale weeklike bydraes van sowel werkgever as lid wat ingevolge klousule 3 van hierdie Hoofstuk van die Ooreenkoms in die Fonds inbetaal word.

## 2. LIDMAATSKAP

(1) Behoudens klousule 1 (2) (b) van Hoofstuk I, bestaan lidmaatskap van die Fonds—

(a) uit alle werknemers (uitgesonderd los werknemers) vir wie 'n loon van meer as R20 per week vir die tydperk eindende 31 Desember 1975 en R22,50 per week vir die tydperk eindigende 31 Desember 1976 voorgeskryf word in die Hoofooreenkoms gepubliseer by Goewermentskennisgwing R. 1345 van 1 Augustus 1975;

(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in klousule 3 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al die bystand ontvang het waarvoor voorseening gemaak is ingevolge klousule 5 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgwing R. 2330 van 15 Desember 1972.

## 3. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgever op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondsweek van die gewone loon van elke lid in sy diens die volgende aftrek: 4 persent van die gewone loon vir die tydperk eindigende 31 Desember 1975 en 5 persent van die gewone loon vir die tydperk 1 Januarie 1976 tot die datum waarop die Ooreenkoms verstrik. By die bedrag aldus afgerek moet die werkgever 'n gelyke bedrag voeg.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet geen bydraes betaal word as 'n lid slegs twee dae of minder gedurende enige Fondsweek werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid, ontvang vir tydperke van afwesighedsverlof met besoldiging asook vir vakansies met besoldiging, asof die betrokke lid by sy werk aanwesig was op die normale manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlike sluiting.

(2) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge hierdie klousule betaalbaar is, maand na maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal.

Wanneer die werkgever sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangsel F van die Hoofooreenkoms gespesifiseer word.

(b) 'n Werkgever wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die staat in paragraaf (a) bedoel. 'n Werkgever op wie die bepalings van hierdie paragraaf toegepas is mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in paragraaf (a) voorsiening gemaak is.

(c) As dit nog nie ten opsigte van huidige werknemers gedoen is nie, maar in alle geval wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste staat, in paragraaf (a) of (b) gemeld, wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres, identiteitsnommer/verwysingsnommer en die adres en identiteitsnommer/verwysingsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

## CHAPTER II

## 1. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

(1) "Provident Fund" shall mean The Provident Fund for the Furniture Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice 44 of 13 January 1961 and continued in terms of the Agreement published under Government Notice R. 2330, dated 15 December 1972.

(2) The Fund shall also consist of the total weekly contributions of both employer and member paid into the Fund in terms of clause 3 of this Chapter of the Agreement.

## 2. MEMBERSHIP

(1) Membership of the Fund shall, subject to the provisions of clause 1 (2) (b) of Chapter I, consist of—

(a) all employees (other than casual employees) for whom a wage of more than R20 per week is prescribed in the Main Agreement published under Government Notice R. 1345 of 1 August 1975 for the period ending 31 December 1975, and R22,50 per week for the period ending 31 December 1976;

(b) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 3 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits provided for in terms of clause 5 of Chapter II of the Agreement published under Government Notice R. 2330, dated 15 December 1972.

## 3. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, each employer shall on the first pay day after the date upon which this Agreement comes into operation and thereafter on every pay day of each Fund week, deduct from the ordinary wage of each and every member in his employ 4 per cent of the ordinary wage for the period ending 31 December 1975 and 5 per cent of the ordinary wage for the period 1 January 1976 until the expiry of the Agreement. To the amount so deducted the employer shall add a like amount.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for only two days or less during any one Fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment, other than during the period of annual closure.

(2) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of this clause shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council.

When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to the Main Agreement.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) If not already furnished in respect of present employees, but in any event whenever a new employee enters the Industry, the first statement referred to in paragraph (a) or (b) following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee, as well as such employee's address, identity/reference number and the address and identity/reference number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(d) As hy dit nog nie reeds gedoen het nie maar in iedere geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgever in kennis stel van sy adres en identiteitsnummer/verwysingsnummer en die adres en identiteitsnummer/verwysingsnummer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgever verwittig van enige adresverandering van 'n afhanklike(s) en elke werkgever moet die Sekretaris skriftelik daarvan kennis gee.

(3) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig mag word.

#### 4. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwiede word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkombig hierdie subklousule oorgedra word—

(a) moet die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse as gevolg van die oordrag verminder word nie; en

(b) moet enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal word asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad onbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadministreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgewer- en werknemervertegenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n doorie punt daarin ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampie van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampie daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwiede word.

(3) Enige vakture wat ontstaan in die Raad van Trustees, saamgestel kragtens subklousule (2), moet gevul word op diezelfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike geldte betaal word waaraan hulle en die Registrateur ooreenkom.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2) moet die Komitee, likwidator of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidasiestukkies uit die Fonds betaal;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennissgewing R. 2330 van 15 Desember 1972;

(d) na hierdie finale toewysing ooreenkombig paragraaf (c) die bedrae wat in die kredit van lede se rekenings staan, aan sodanige lede betaal asof hulle die Nywerheid by afstrede verlaat het.

(d) Every member if he has not already done so but in any event upon joining the Fund shall advise his employer of his address and identity/reference number and the address and identity/reference number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the Secretary thereof in writing.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(4) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.

#### 4. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) 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 Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the 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 person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the Board of Trustees as constituted in subclause (2) shall be filled in the same manner provided for in that subclause.

(4) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(5) Upon liquidation of the Fund in terms of subclause (1) or (2), the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of Chapter II of the Agreement published under Government Notice R. 2330, dated 15 December 1972;

(d) after this final allocation in terms of paragraph (c), pay the amounts standing to the credit of members' accounts to such members as though they had left the Industry upon retirement.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, word enige bystand verbeur waarop lede ingevolge subklousule (5) (d) geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet die geld in die algemene fondse van die Raad inbetaal word: Met dien verstande dat die Raad egter die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na sy uitsluitlike en absolute goedvinde aan die betrokke begunstigdes betalings te doen uit die geld wat aan die Raad se fondse verbeur is.

(7) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, dan moet die geld wat kragtens subklousule (6) verbeur is, verdeel word soos bepaal by artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

5. Klousules 2, 5 en 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2330 van 15 Desember 1972 is *mutatis mutandis* van toepassing.

Hierdie Aanvullende Ooreenkoms is namens die partye op hede die 21ste dag van Mei 1975 te Johannesburg onderteken.

J. F. KLOPPER, Voorsitter van die Raad.

I. R. MYERS, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and shall be paid into the general funds of the Council: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(7) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys forfeited in terms of subclause (6) shall be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

5. The provisions of clauses 2, 5 and 6 of Chapter II, of the Agreement published under Government Notice R. 2330, dated 15 December 1972 shall apply *mutatis mutandis*.

This Supplementary Agreement signed on behalf of the parties at Johannesburg this 21st day of May 1975.

J. F. KLOPPER, Chairman of the Council.

I. R. MYERS, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 1521

8 Augustus 1975

**WET OP NYWERHEIDSVERSOENING, 1956  
MEUBELNYWERHEID, TRANSVAAL**

**WYSIGING VAN VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGINGS-OOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) 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 31 Oktober 1976 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 6, 7, 8, 9, 10, 11 en 12, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifieer in klousule 1 (2) van die Wysigingsooreenkoms.

M. VILJOEN, Minister van Arbeid.

No. R. 1521

8 August 1975

**INDUSTRIAL CONCILIATION ACT, 1956**

**FURNITURE MANUFACTURING INDUSTRY,  
TRANSVAAL**

**AMENDMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending 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 31 October 1976, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1), 6, 7, 8, 9, 10, 11 and 12, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, 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 areas specified in clause 1 (2) of the Amending Agreement.

M. VILJOEN, Minister of Labour.

## BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,  
TRANSVAAL.—VOORSORGFONDS, SIEKTEBYSTANDS-  
GENOOTSKAP EN STERFTEBYSTANDSVERENIGING

## OOREENKOMS

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

Transvaal Furniture and Upholstery 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 die

National Union of Furniture and Allied Workers of South Africa (hierna die "werknekmers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing R. 2330 van 15 Desember 1972, soos gewysig by Goewermentskennisgewings R. 1659 van 14 September 1973 en R. 825 van 17 Mei 1974, te wysig.

1. Hierdie Ooreenkoms moet in die Meubelnywerheid, Transvaal, nagekom word—

(1) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknekmers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is;

(2) in die provinsie Transvaal en die landdrosdistrikte Ganyesa, Mafeking, Molopo, Taung [uitgesonderd dié dele wat oor 1 Desember 1971 (Goewermentskennisgewing 1922 van 22 Oktober 1971) binne die landdrosdistrikte Barkly-Wes en Hartswater gevall het], Vryburg en in dié gedeeltes van die landdrosdistrikte Ditsobotla en Tlhaping-Tlharo wat voor 1 Desember 1971 (Goewermentskennisgewing 1891 van 22 Oktober 1971) binne onderskeidelik die landdrosdistrikte Mafeking en Vryburg gevall het.

2. In klousule 3 van die Hoofstuk I, in die omskrywing van "gewone loon", skrap die woorde "vir die toepassing van Aanhanger A",

3. In klousule 3 van Hoofstuk I, vervang die omskrywing van "Hoofooreenkoms" deur die volgende:

"Hoofooreenkoms" enige geldende ooreenkoms vir die Meubelnywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;".

4. In klousule 4 van Hoofstuk II, vervang subklousule (1) (a) deur die volgende:

"(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondsweek, van die gewone loon van elke lid in sy diens die volgende bedrae aftrek:

(i) In die geval van werknekmers wie se gewone loon R20 of meer per week is en meerderjarige vakleerlinge, 4 persent van die gewone loon plus R1,08 vir die tydperk eindigende 31 Desember 1975, en 5 persent van die gewone loon plus R1,08 vir die tydperk 1 Januarie 1976 tot die datum waarop hierdie Ooreenkoms verstryk;

(ii) in die geval van werknekmers wie se gewone loon minder as R20 per week is en minderjarige vakleerlinge, 4 persent van die gewone loon plus 53c vir die tydperk eindigende 31 Desember 1975, en 5 persent van die gewone loon plus 53c vir die tydperk 1 Januarie 1976 tot die datum waarop hierdie Ooreenkoms verstryk.

By die bedrae aldus ooreenkomsdig subparagrave (i) en (ii) hiervan afgetrek moet die werkgewer 'n gelyke bedrag voeg."

5. In klousule 4 (2) van Hoofstuk II, voeg die volgende paragraaf (e) in na die hernummerde paragraaf (d):

"(e) Indien die bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, bereken teen 'n koers van een persent per maand of gedeelte van 'n maand vanaf sodanige 10de dag tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstaande dat die Raad daartoe geregtig is om na absolute goedgunne betaling van sodanige rente of gedeelte daarvan kwyt te skeld."

## SCHEDULE

THE INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

## AGREEMENT

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

National Union of Furniture and Allied Workers of South Africa  
(hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part,

being parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal,

to amend the Agreement of the said Council published under Government Notice R. 2330 of 15 December 1972, as amended by Government Notices R. 1659 of 14 September 1973, and R. 825 of 17 May 1974.

1. The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal—

(1) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed therein; and

(2) in the Province of the Transvaal and in the Magisterial Districts of Ganyesa, Mafeking, Molopo, Taung [excluding those portions which, prior to 1 December 1971 (Government Notice 1922 of 22 October 1971), fell within the Magisterial Districts of Barkly West and Hartswater], Vryburg, and in those portions of the Magisterial Districts of Ditsobotla and Tlhaping-Tlharo which, prior to 1 December 1971 (Government Notice 1891 of 22 October 1971), fell within the Magisterial Districts of Mafeking and Vryburg, respectively.

2. In clause 3 of Chapter I, in the definition of "ordinary wage", delete the words "for the purposes of Appendix A".

3. In clause 3 of Chapter I, substitute the following for the definition of "Main Agreement":

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;"

4. In clause 4 of Chapter II, substitute the following for subclause (1) (a):

"(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the ordinary wages of each and every member in his employ—

(i) in the case of employees whose ordinary wage is R20 per week or more and major apprentices, 4 per cent of the ordinary wage plus R1,08 for the period ending 31 December 1975, and 5 per cent of the ordinary wage plus R1,08 for the period 1 January 1976 until the expiry of the Agreement;

(ii) in the case of employees whose ordinary wage is less than R20 per week and minor apprentices, 4 per cent of the ordinary wage plus 53c for the period ending 31 December 1975, and 5 per cent of the ordinary wage plus 53c for the period 1 January 1976 until the expiry of the Agreement.

To the amounts so deducted in terms of subparagraphs (i) and (ii) hereof, the employer shall add a similar amount."

5. In clause 4 (2) of Chapter II, insert the following paragraph (e) after the renumbered paragraph (d):

"(e) Should an amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof."

6. In klousule 5 (a) van Hoofstuk III, na die woord "aange-  
name", vervang die woord "kinders" deur die woorde "en pleeg-  
kinders".

7. In klousule 7 (1) van Hoofstuk III, skrap die woorde "en  
voorgeskryf in die betrokke kolomme van Aanhangel A daar-  
van".

8. In klousule 7 (1) (a) van Hoofstuk III, vervang die bedrag  
"R15,40" deur die bedrag "R20".

9. In klousule 7 (1) (b) van Hoofstuk III, vervang die uitdruk-  
king "R12,15 per week of meer maar minder as R15,40" deur  
die uitdrukking "minder as R20".

10. Vervang klousule 8 (4) (k) van Hoofstuk III deur die vol-  
gende:

"(k) Die koste van kunsgebitte ten opsigte van 'n lid en/of sy  
afhanglikes, behoudens 'n maksimum van R84 een maal elke  
vyf jaar."

11. In klousule 8 (4) (l) van Hoofstuk III, vervang die bedrag  
"R50" deur die bedrag "R100".

12. In klousule 9 (1) van Hoofstuk III, vervang die tabel  
onder die opskrif "SIEKTEBESOLDIGING WAT BETAAL  
MOET WORD" deur die volgende:

"Getal gewone werkdae afwesig weens siekte	Getal dae waarop siektebe- soldiging betaal word	Siekte- besoldiging gebaseer op weekloon tot R32,49	Siekte- besoldiging gebaseer op weekloon tussen R32,50 en R47,49	Siekte- besoldiging gebaseer op weekloon van R47,50 en meer
1	—	R	R	R
2	1	3	4	5
3	2	6	8	10
4	3	9	12	15
5	4	12	16	20".

### 13. Skrap Aanhangel A.

Hierdie Wysigingsooreenkoms is namens die partye op hede  
die 21ste dag van Mei 1975 te Johannesburg onderteken.

J. F. KLOPPER, Voorsitter van die Raad.

I. R. MYERS, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

6. In clause 5 (a) of Chapter III, insert the words "and foster" after the word "adopted".

7. In clause 7 (1) of Chapter III, delete the words "and prescribed in the relevant columns of Appendix A thereto".

8. In clause 7 (1) (a) of Chapter III, substitute the amount of "R20,00" for the amount of "R15,40".

9. In clause 7 (1) (b) of Chapter III substitute the expression "less than R20,00" for the expression "R12,15 per week or more but less than R15,40".

10. Substitute the following for clause 8 (4) (k) of Chapter III:

"(k) Cost of dentures in respect of a member and/or his dependants, subject to a maximum of R84 once every five years."

11. In clause 8 (4) (l) of Chapter III, substitute the amount of "R100,00" for the amount of "R50,00".

12. In clause 9 (1) of Chapter III, substitute the following for the table under the heading "AMOUNT OF SICK PAY TO BE PAID":

"Number of ordinary working days absent through illness	Number of days on which sick pay is paid	Sick pay based on weekly wage up to R32,49	Sick pay based on weekly wage between R32,50 and R47,49	Sick pay based on weekly wage of R47,50 and more
1	—	R	R	R
2	1	3	4	5
3	2	6	8	10
4	3	9	12	15
5	4	12	16	20".

### 13. Delete Appendix A.

This Amending Agreement signed on behalf of the parties at Johannesburg this 21st day of May 1975.

J. F. KLOPPER, Chairman of the Council.

I. R. MYERS, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

## INHOUD

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