



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2212

Registered at the Post Office as a Newspaper

PRICE 20c PRYS

OVERSEAS 30c OORSEE

POST FREE — POSVRY

REGULASIEKOERANT No. 2212

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 124]

PRETORIA, 9 OCTOBER 1975
9 OKTOBER

[No. 4870

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1901

9 October 1975

INDUSTRIAL CONCILIATION ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE**

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 Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 8 (4) (f) and (h), 21, 23, 24 and 27, 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 Province of the Orange Free State; and

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

M. VILJOEN, Minister of Labour.

40823—A

DEPARTEMENT VAN ARBEID

GOEWERMENTSKENNISGEWINGS

No. R. 1901

9 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, ORANJE-VRYSTAAT

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 die 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 8 (4) (f) en (h), 21, 23, 24 en 27, 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 genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie die Oranje-Vrystaat; en

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

M. VILJOEN, Minister van Arbeid.

4870—1

SCHEDULE

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

AGREEMENT

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

Vereniging van Meubelfabrikante en Stoffeerdere, O.V.S. (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Association of Furniture and Allied Workers of 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 "trade unions"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

"labourer" means an employee, other than a learner packer, for whom a wage of 39 cent per hour is prescribed for the first year that this Agreement is binding;

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

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

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

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

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

"learner" means an employee, other than an apprentice, labourer, learner packer, or probationer, who at the time of his engagement is or was a minor and who, in terms of clause 26 of this Agreement, is employed in learning any class of work specified in his learnership contract;

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT

OOREENKOMS

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

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

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS

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

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid kragtens artikel 48 van die Wet vastel en bly van krag gedurende die tydperk eindigende 31 Desember 1976 of vir sodanige tydperk as wat die Minister mag bepaal.

3. WOORDOMSKRYWINGS

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet; waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy strydig met die samehang, beteken—

"arbeider", 'n werknemer, uitgesonderd 'n leerling-verpakker, vir wie 'n loon van 39 sent per uur voorgeskryf word vir die eerste jaar wat hierdie Ooreenkoms bindend is;

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

"Fonds", die Vakansiebonusfonds vir die Meubelnywerheid van die Oranje-Vrystaat in klousule 12 van hierdie Ooreenkoms bedoel;

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

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

"korttyd", 'n tydelike vermindering van die getal werke te wyle aan 'n handelslape, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masinerie wat deur 'n ongeluk of ander onvoorsiene noodtoestand veroorsaak is;

"leerling", 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerlingverpakker of proefleerling wat ten tyde van sy indiensneming 'n minderjarige is of was en wat ooreenkomstig klousule 26 van hierdie Ooreenkoms, as leerling enige klas werk leer wat uitdruklik in sy leerlingskontrak gespesifiseer word;

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

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

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

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

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

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

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

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

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

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

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

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

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

"unladen mass" means the mass of any motor vehicle or trailer as it appears or is recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a motor cycle, motor cycle with side car (combination) or three-wheeled motor the unladen mass shall be deemed not to exceed 454 kg;

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

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

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

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

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

Defekte opspoor in masjinerie wat in of in verband met 'n bedryfsinrigting gebruik word, masjinerie opknop of herstel, of toesig oor al hierdie werksaamhede of enigee daarvan hou; "magasynmeester of pakhuisman", 'n werknemer wat in beheer is van voorrade, wat verantwoordelik is vir die ontvangs, opberging, opmaak, verpakking of uitpak van goedere in 'n magasyn of pakhuis en vir die aflewering van goedere uit 'n magasyn of pakhuis aan afdelings of vir versending;

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

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

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van raamveermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, hout-snywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroef of teaters en kabinette vir musiekinstrumente en radio- of draadloosstelle en omvat dit die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, bomatrasse, bedkussings, peule en stoelkussings en omvat dit die bedrywigheide op enige persele waar masjienhoutwerk, houtdraai en/of hout-snywerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word, en die fineer van deure gemaak van lamelblokbord of laaghout, wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels, uitgesonderd die vervaardiging van metaalkatels;

"motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tydperke waartydens gedryf word en alle tyd wat 'n drywer aan 'n voertuig of vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

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

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

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

"massa sonder vrag", die massa van 'n motorvoertuig of sleepwa, soos dit voorkom of aangegee is op die lisensie of sertifikaat wat ten opsigte van die voertuig of sleepwa uitgereik word deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n motorfiets, motorfiets-sywaentjie (kombinasie) of motordriewieler, die massa sonder vrag as hoogstens 454 kg beskou moet word;

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

"stukwerk", behoudens klousule 5 van hierdie Ooreenkoms, enige stelsel waarvolgens die besoldiging van 'n werknemer uitsluitlik gegrond word op die hoeveelheid werk wat verrig of geproduseer is;

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

"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;

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

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

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

"Act" means the Industrial Conciliation Act, 1956.

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

4. CLOSING OF ESTABLISHMENT FOR ANNUAL HOLIDAY SHUT-DOWN

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

(1) From the evening of 19 December 1975 to re-opening time on the morning of Monday 12 January 1976; and

(2) from the evening of 17 December 1976 to re-opening time on Monday 10 January 1977.

5. PIECE-WORK AND WORK UNDER AN INCENTIVE SCHEME

(1) (a) No employer shall require or allow any person to perform 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 shall be paid less than the amount he would be entitled to as a time-worker in terms of this Agreement, an employer may base an employee's wage on the quantity or output of work done: Provided that no such payment of wages shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon by the employer and the employee as set out in subclauses (3) and (4).

(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 which is a party to this Agreement and 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 agreement has given the other party notice in writing, as may be agreed upon by the parties when entering into such an agreement.

(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 terms of this clause shall not apply to apprentices.

6. OUTWORK

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

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

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

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

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

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

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

"Wet", die Wet op Nywerheidsversoenig, 1956.

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

4. SLUITING VAN BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

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

(1) Vanaf die aand van 19 Desember 1975 tot die heropenings-tyd op die oggend van Maandag 12 Januarie 1976;

(2) vanaf die aand van 17 Desember 1976 tot die heropenings-tyd op Maandag, 10 Januarie 1977.

5. STUKWERK EN WERK VOLGENS 'N AANSPORINGSKEMA

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

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

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ooreenkomstig hierdie Ooreenkoms as 'n tydwerker geregtig sou wees nie, mag 'n werkgewer 'n werknemer se loon baseer op die hoeveelheid werk wat verrig of geproduseer is. Met dien verstande dat sodanige loon-betalingstelsel alleenlik toelaatbaar is in die vorm van 'n aansporingskema ten opsigte waarvan die werkgewer en werknemer ooreengekom het, soos in subklousules (3) en (4) uiteengesit.

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

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

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

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

6. BUITEWERK

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) between 18h00 and 06h00; or

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

(5) *Night shifts.*—Subject to the provisions of subclause (3), an employer shall have the right to operate his establishment both in the day and night: Provided that any time worked between 18h00 and 06h00 shall be regarded as a night shift. All employees who are required or permitted to work on a night shift, shall, in addition to the prescribed wage rate, receive a further 10 per cent of the prescribed rate for all time worked during the night shift.

All work performed by any employee after the completion of the day shift in the establishment concerned, shall be regarded as overtime, subject to the provisions of subclause (6) hereof.

(6) (a) *Overtime.*—All time worked outside the weekly or daily hours of work laid down in clause 7 (1) of the Agreement, or worked outside the ordinary hours of work as specified in the notice which is required to be displayed in terms of clause 7 (11) of the Agreement shall be regarded as overtime: Provided that where an employee in any specific week is absent from work for a portion of or for all the ordinary hours of a shift or shifts worked in the establishment concerned, such ordinary hours not worked by the employee, notwithstanding the provisions of subclause (1) of this clause, may be deducted from the hours of overtime worked by such employee and the hours so deducted may be paid for at the employee's ordinary rate of pay: Provided further that—

(i) if the number of ordinary hours of work the employee is absent in any specific week, is more than the number of hours overtime worked by him, all such hours of overtime work may be paid for at the employee's ordinary hourly wage; and

(ii) the provisions of this subclause shall not apply, where an employee is absent from work with the consent of his employer or where he is absent because of illness or circumstances beyond his control, and that hours of overtime worked in such a case shall be paid for at the overtime rate applicable to the hours of overtime worked by him: Provided that an employer may after two days absence require that an employee submit a medical certificate as proof of the cause of his absence.

Payment in terms of this subclause shall be made in accordance with the provisions of subclause (9) of this clause of the Agreement.

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

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

(a) om meer as 44 uur, etenspouses uitgesluit, in 'n bepaalde week te werk nie; of

(b) om meer as agt uur, etenspouses uitgesluit, op 'n bepaalde dag te werk nie: Met dien verstande dat in 'n bedryfsinrigting—

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

(ii) daar van werknemers wat gewoonlik hoogstens vyf dae in 'n week werk vereis of hulle toegelaat kan word om 'n bykomende tydperk van hoogstens een en 'n kwart uur op enige dag te werk; of

(c) om vir 'n onafgebroke tydperk van meer as vyf uur sonder 'n onderbroke pouse van minstens een uur te werk nie: Met dien verstande dat vir die toepassing van hierdie paragraaf 'n werktidperk wat deur 'n pouse van minder as een uur onderbreek word, geag word onafgebroke te wees.

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

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

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

(i) tussen 18h00 en 06h00; of

(ii) na 13h00 op meer as vyf dae in 'n week;

te werk nie.

(5) *Nagskofwerk.*—Behoudens subklousule (3), mag 'n werkgewer sy bedryfsinrigting sowel gedurende die nag as die dag laat werk: Met dien verstande dat enige tyd wat tussen 18h00 en 06h00 gewerk word, as nagskof beskou moet word. Alle werknemers wat verplig of toegelaat word om nagskof te werk, moet, benewens die voorgeskrewe loonskaal, 'n verdere 10 persent van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

Alle werk deur 'n werknemer verrig na voltooiing van die dagskof in die betrokke bedryfsinrigting word, behoudens subklousule (6) hiervan, as oortydwerk beskou.

(6) (a) *Oortydwerk.*—Alle tyd wat gewerk word buite die weeklike of daaglikse werkure voorgeskryf in klousule 7 (1) van die Ooreenkoms, of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (11) van die Ooreenkoms vertoon moet word, word geag oortydwerk te wees: Met dien verstande dat waar 'n werknemer in 'n bepaalde week van sy werk af wegbly vir 'n deel van, of vir al die gewone ure van 'n skof of skofte wat in die betrokke bedryfsinrigting gewerk word, sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks subklousule (1) van hierdie klousule, afgetrek kan word van die ure wat sodanige werknemer oortyd gewerk het en daar vir die ure aldus afgetrek betaal kan word, teen die werknemer se gewone loon: Voorts met dien verstande dat—

(i) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure wat hy gewerk het, daar vir al sodanige oortydure betaal kan word teen die werknemer se gewone uurloon; en

(ii) waar 'n werknemer van sy werk afwesig is met die toestemming van sy werkgewer of waar hy afwesig is weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en dat daar vir die oortydure wat in so 'n geval gewerk is, betaal moet word teen die oortydloon wat van toepassing is op die oortydure wat hy gewerk het: Met dien verstande dat 'n werkgewer na twee dae afwesigheid kan vereis dat 'n werknemer 'n mediese sertifikaat moet voorlê as bewys van die oorsaak van sy afwesigheid.

Betaling ingevolge hierdie subklousule moet geskied ooreenkomsstig subklousule (9) van hierdie klousule van die Ooreenkoms.

(b) An employee feeling aggrieved by the application to him of any of the provisions of paragraph (a) hereof, may appeal to the Council against the decision and the Council may, after considering all grounds for such a decision, confirm the said decision or take another decision which, in its opinion, should have been taken in that case.

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

(a) 10 hours; or

(b) a number of hours (which may exceed 10) determined by the Council in a written notice to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid: Provided that, subject to the approval of the Council, the Secretary of the Council may, in cases of urgency, grant such approval: Provided further that no employer shall require or permit a female employee to work overtime—

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

(ii) on more than three consecutive days;

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

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

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

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

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

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

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

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

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

(9) *Payment for overtime.*—Subject to the provisions of subclause (6) hereof, overtime shall be paid as follows for each hour or part of an hour so worked:

(a) For any time worked after the ordinary finishing time and up to 22h00 on any day from Mondays to Fridays, or up to 18h00 on Saturdays, at the rate of one and one third times the wage of the employee concerned;

(b) for any time worked between 22h00 and the ordinary starting time from Mondays to Fridays, or after 18h00 on Saturdays, at double the wages of the employee concerned. For work performed on Sundays, the employee shall either be paid at least twice a full day's remuneration or double his remuneration in respect of the entire period worked by him on such Sunday, whichever is the larger amount. For any time worked on Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and New Year's Day, in addition to the day's wage due in respect of each of these days, at double the wage of the employee concerned;

(c) for all hours worked in excess of the daily hours laid down in subclause (1) in respect of which no overtime is payable under paragraphs (a) and (b) of this subclause, at one and one third times the wage of the employee concerned.

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

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

8. PAYMENT OF REMUNERATION

(1) Remuneration shall be paid in cash weekly between 16h30 and 17h30, on the ordinary pay-day or on termination of employment if this takes place before such ordinary pay-day. The ordinary pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding such Friday.

(b) 'n Werknemer wat deur die toepassing op hom van enigeen van die bepalinge van paragraaf (a) hiervan veronreg voel, kan by die Raad teen die besluit appél aantekene, en die Raad kan, nadat hy alle redes wat vir so 'n besluit voorgelê is, oorweeg het, daardie besluit bekragtig of 'n ander besluit neem wat na sy mening in daardie geval geneem behoort te gewees het.

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

(a) 10 uur; of

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

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

(ii) op meer as drie agtereenvolgende dae nie;

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

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

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

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

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

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

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

(b) gedurende enige tydperk waarin hy op die perseel van sy werkgewer is:

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

(9) *Betaling vir oortydwerk.*—Behoudens subklousule (6) hiervan, word vir elke uur of gedeelte van 'n uur oortyd gewerk, soos volg betaal:

(a) Vir alle tyd na die gewone sluitingstyd en tot om 22h00 op enige dag van Maandag tot Vrydag, of tot om 18h00 op Saterdag gewerk, teen een en 'n derde maal die loon van die betrokke werknemer;

(b) vir alle tyd tussen 22h00 en die gewone begintyd van Maandag tot Vrydag, of na 18h00 op Saterdag teen dubbel die loon van die betrokke werknemer. Vir werk op Sondae verrig, moet die werknemer minstens 'n volle dag se dubbele besoldiging betaal word of dubbel sy besoldiging ten opsigte van die hele tydperk wat hy op dié Sondag werk, naamlik die grootste bedrag. Vir alle tyd gewerk op Goede Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig ten opsigte van elk van dié dae, teen dubbel die loon van die betrokke werknemer;

(c) vir alle ure wat daar langer gewerk word as die daaglikse ure soos voorgeskryf in klousule 7 (1) en ten opsigte waarvan geen besoldiging vir oortydwerk kragtens paragrawe (a) en (b) van hierdie subklousule betaalbaar is nie, teen een en 'n derde maal die loon van die betrokke werknemer.

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

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

8. BETALING VAN BESOLDIGING

(1) Besoldiging moet weekliks in kontant betaal word tussen 16h30 en 17h30 op die gewone betaaldag of by diensbeëindiging, indien dit voor die genoemde betaaldag plaasvind. Die gewone betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, en in so 'n geval is die betaaldag die laaste werkdag voor so 'n Vrydag.

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

(3) No premium shall be charged or accepted by the employer for the training of an employee: Provided that this subclause shall not apply to training schemes to which an employer is legally required to contribute.

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

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

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

(c) with the written consent of the employee, amounts for sick, assurance, pension or other similar funds;

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

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

(f) deductions for trade union subscriptions;

(g) if the ordinary hours of work prescribed in clause 7 are reduced owing to short-time, an amount proportionate to such reduction;

(h) contributions to the Council's sick benefit fund.

9. SHORT-TIME

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

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

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

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

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 Agreement.

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 and New Year's Day.

(2) Besoldiging verskuldig aan 'n werknemer ingevolge die Ooreenkoms moet aan die werknemer gegee word in 'n verseëde koert waarop die naam van die werkgewer, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

(3) Vir die opleiding van 'n werknemer mag die werkgewer geen premie vra of aanneem nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van opleidingskemas waar-toe 'n werkgewer regtens moet bydra nie.

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

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

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

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

(d) bydraes ingevolge klousule 16 van die Ooreenkoms;

(e) enige bedrag wat 'n werkgewer kragtens 'n wetterregtelike bepaling of bevel van 'n bevoegde hof moet maak of mag aftrek;

(f) aftrekkings vir ledegeld van die vakverenigings;

(g) wanneer die gewone werktuure wat in klousule 7 voorgeskryf word, weens korttyd verminder word, 'n bedrag eweredig aan die hoeveelheid korttyd gewerk;

(h) bydraes tot die Raad se siektebystandsfonds.

9. KORTTYD

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

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

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

10. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

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

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 werkgewer beëindig word sewe dae of minder vóór—

(a) Goeie Vrydag;

(b) die jaarlikse sluitingsdatum voorgeskryf ingevolge klousule 4 van hierdie Ooreenkoms,

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) 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 employees, in lieu of normal working time which will be lost owing to the closure of a factory only on any of the following days mentioned in paragraphs (a) to (d) of this subclause, an employee shall be paid at the ordinary wage rates for such employee: 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, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day and Republic Day, an employee shall, in addition to the day's pay, be paid in respect of each of these days at one and a half times the hourly rate of the employee concerned.

12. 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 employees' remuneration, including learners for whom wages are prescribed in clause 34 X (a) and (b), clause 34 XII and clause 34 XIII (b) but shall exclude all other employees for whom wages of 45c per hour or less for the first year and 53c per hour or less for the second year during which this Agreement is binding are prescribed in clause 34: 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;

(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;

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

(d) subject to the provisions of subclause (1) (a) (i) and (iii), Holiday Bonus Fund moneys shall, for employees for whom wages of 45c per hour or less for the first year and 53c per hour or less for the second year during which the Agreement is binding are prescribed in clause 34, be 10 per cent of the employee's remuneration where 44 hours or more are worked in any week and 5 per cent when a lesser number of ordinary hours are worked in any week;

(e) any hours worked by an employee before or after the normal starting and/or finishing time of the establishment shall, for the purpose of determining the percentage of Holiday Bonus Fund moneys payable in terms of subclause (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, dependent on when such hours were worked,

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

(4) Vir alle tyd wat volgens ooreenkoms tussen 'n werkgever en sy werknemer ingewerk word in die plek van die gewone werktid wat verlore sal gaan weens die sluiting van 'n fabriek net op enigeen van die volgende dae in paragrawe (a) tot (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 bepalinge 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, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag gewerk word, moet 'n werknemer, benewens 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. 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 persent van die werknemer se besoldiging, met inbegrip van leerlinge vir wie lone voorgeskryf word in klousule 34 X (a) en (b), klousule 34 XII en klousule 34 XIII (b), maar uitgesonderd alle ander werknemers vir wie lone van 45c per uur of minder vir die eerste jaar en 53c per uur of minder vir die tweede jaar waartydens hierdie Ooreenkoms bindend is, in klousule 34 voorgeskryf word: 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;

(ii) die werknemer gedurende die eerste week van diensaanvaarding 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 'n bepaalde week moes gewerk het of geag word te gewerk het of die normale gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is;

(b) die Vakansiebonusfondsgeld moet gelyk wees aan 10 persent 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 gewone ure voorgeskryf in paragraaf (a) (iii); of

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

(d) behoudens subklousule (1) (a) (i) en (iii) moet Vakansiebonusgeld 10 persent van die werknemer se besoldiging wees wanneer daar 44 uur of meer in 'n bepaalde week gewerk word en 5 persent wanneer daar 'n kleiner getal gewone ure in 'n bepaalde week gewerk word, ten opsigte van werknemers vir wie daar in klousule 34 lone van 45c per uur of minder vir die eerste jaar en 53c per uur of minder vir die tweede jaar waartydens die Ooreenkoms bindend is, voorgeskryf word.

(e) Al die ure wat 'n werknemer vóór of na die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting gewerk het, moet, met die oog op die vaststelling van die persentasie Vakansiebonusfondsgeld betaalbaar ingevolge subklousule (1) (a) of (b), getal 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 vermenigvuldig met die uurtarief en/of die loontarief per uur wat van toepassing

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 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 paragraph (a), shall mean such period as an employee was unable to work owing to short-time, or illness up to 30 days in one year, or did not work 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.

(c) Subject to paragraph (b), 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, dependent on when such hours were worked", after the words, "by the hourly rate and/or" in the definition of remuneration in paragraph (a) shall mean the wage rate payable per hour in terms of clauses 7 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 Fund moneys 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 had he worked the 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 Fund moneys and the amount of the remuneration which he would have earned as calculated in terms of subclause (1).

(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 Furniture Manufacturing Industry Holiday Bonus Fund of the Orange Free State consisting of the fund established under Government Notice 435, dated 21 March 1958, and styled The Holiday Fund for the Furniture Manufacturing Industry of the Orange Free State, and the fund established under Government Notice R. 2206, dated 10 December 1971, and styled The Orange Free State Bonus Fund for Furniture Workers, which are hereby amalgamated and continued, hereinafter referred to as the "Holiday Bonus Fund". When making such payment, the employer shall furnish a statement in the form prescribed in Appendix A of this Agreement.

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 Holiday Bonus Fund moneys on the following basis and operating over the following periods:

Between 7 December and the last working day prior to the Day of the Covenant, each employee shall be paid Holiday Bonus Fund moneys equal to the amount paid into the Holiday Bonus Fund in respect of him during the year ending the last week in October.

(5) Holiday Bonus Fund moneys which remain unclaimed for a period of two years from the date on which they became 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 Bonus Fund moneys 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.

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 onderbetaling 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 paragraaf (a) beteken die tydperk waarin dit vir die werknemer nie moontlik was om te werk nie vanweë korttyd, of siekte tot en met 30 dae in 'n jaar, 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) en 11 (3) of met die toestemming of latere goedkeuring van sy werkgever.

(c) Behoudens paragraaf (b), moet 'n tydperk van afwesigheid as gevolg van siekte 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 paragraaf (a) beteken die loontarief betaalbaar per uur ingevolge klousules 7 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 geval.

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

(4) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat betaalbaar is ingevolge subklousule (1) maand vir maand en voor of op die 10de dag van elke maand wat volg op dié waarin dit verskuldig is, aan die Sekretaris van die Raad betaal vir storting in die Vakansiebonusfonds vir die Meubelnywerheid van die Oranje-Vrystaat wat bestaan uit die fonds ingestel by Goewermmentskenningsgewing 435 van 21 Maart 1958 en getiteld die Vakansiefonds vir die Meubelnywerheid van die Oranje-Vrystaat en die fonds ingestel by Goewermmentskenningsgewing R. 2206 van 10 Desember 1971 en getiteld die O.V.S. Bonusfonds vir Meubelwerkers wat hierby geamalgameer en voortgesit word, hierna die "Vakansiebonusfonds" genoem. Wanneer sodanige bedrag betaal word, moet die werkgever 'n staat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms verstrek.

Die Vakansiebonusfonds moet deur die Raad geadministreer word en alle uitgawes in verband met die administrasie daarvan aangegaan, moet teen die Raad in rekening gebring 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 tjeks getrek op die Fonds se rekening, en dié tjeks 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 die Vakansiebonusfondsgeld onder die betrokke werknemers te verdeel:

Tussen 7 Desember en die laaste werkdag voor Gelofte dag moet daar aan elke werknemer Vakansiebonusgeld betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van Oktober ten opsigte van hom in die Vakansiebonusfonds gestort is.

(5) Vakansiebonusfondsgeld 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 Vakansiebonusfondsgeld 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 enigiens van die tydperke hierin genoem, en ondanks andersluidende bepalings in hierdie subklousule, sodanige geld drie maande na die datum van sodanige ontbinding finaal die Raad se algemene fondse toeval.

(6) 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 investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

(7) Should the estate of an employer be sequestered, or a company which is an employer, be placed in liquidation and any money 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 $1\frac{1}{2}$ 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.

(8) 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 shall on or before 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 as at that date.

(9) 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 but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Secretary for Labour.

(10) In the event of the expiry of this Agreement or any extension or renewal thereof through the 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 purpose 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).

(11) In the event of the dissolution of the Council, or in the event of its ceasing to function during any period for which this Agreement is still binding in terms of section 34 (2) of the Act, the Registrar may appoint a Committee from employees and employers 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 powers of the Committee for such purpose. If upon the expiry 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 (12).

(12) 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.

(13) The Holiday Bonus Fund moneys shall be paid by the employer in addition to any remuneration payable to any employee in terms of this Agreement and shall not be deducted from the remuneration of such employee.

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

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

(7) Indien die boedel van 'n werkgewer gesekwestreer word, of indien 'n maatskappy wat 'n werkgewer is, in likwidasie geplaas word en geld ingevolge hierdie klousule deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van 'n werkdag van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, behoudens die Insolvensiewet, 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.

(8) '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 een maal 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.

(9) Juiste kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en val 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.

(10) 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 voortsetting 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 nie na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiebonusfonds ingestel is, moet die Vakansiebonusfonds ooreenkomstig subklousule (13) gelikwideer 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).

(11) Ingeval die Raad ontbind 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 lede van die werkgewers 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 lede van die werkgewers of die werknemers—na gelang van die geval—vul ten einde 'n gelyke getal werkgewers- en werknemers-vertenwoordigers 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 bevoegdhede van die komitee. Indien daar by die verval van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiebonusfonds deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwideer word op die wyse voorgeskryf in subklousule (12).

(12) Indien die Vakansiebonusfonds gelikwideer moet word, moet die geld wat nog in die krediet van die Vakansiebonusfonds staan nadat alle eise teen die Vakansiebonusfonds, met inbegrip van die administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word, of 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 ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(13) Die Vakansiebonusfondsgeld moet benewens enige besoldiging wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is, deur die werkgewer betaal word en mag nie van die besoldiging van sodanige werknemer afgetrek word nie.

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

13. PROVISION OF TOOLS

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

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

14. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

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

15. EXISTING CERTIFICATES

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

16. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, every employer shall deduct 15c per week from the wages of each of his employees (other than apprentices or learners): Provided that no deduction shall be made in cases where the total weekly earnings do not exceed R2.

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

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

13. VERSKAFFING VAN GEREEDSKAP

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

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

14. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystellings van enigen van die bepalings van hierdie Ooreenkoms om enige afdoende rede verleen.

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

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

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

(4) Die Sekretaris van die Raad moet—

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

15. BESTAANDE SERTIFIKATE

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

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks 15c aftrek van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge of leerlinge): Met dien verstande dat geen afrekkings gemaak mag word waar die totale weeklikse verdienste hoogstens R2 beloop nie.

Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 10de dag van elke maand, aan die Sekretaris van die Raad stuur tesame met sy loonregister of 'n uittreksel daarvan waarin die name van die werknemers en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, vermeld word.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

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

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

18. WORKING PROPRIETORS, PARTNERS AND DIRECTORS

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

19. EXHIBITION OF AGREEMENT

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

20. TIME AND WAGE REGISTER

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

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

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

22. ADMINISTRATION OF AGREEMENT

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

23. AGENTS

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

24. EMPLOYMENT OF TRADE UNION LABOUR

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

(2) For the purposes of this clause, "membership" shall mean membership in terms of the constitution of the trade union or employers' organisation.

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

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

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

(a) office employees;

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

25. EMPLOYMENT OF MINORS

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

26. LEARNERS

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

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

18. WERKENDE EIENAARS, VENNOTE EN DIREKTEURE

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

19. VERTONING VAN OOREENKOMS

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

20. TYD EN LOONREGISTER

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

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

21. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

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

22. TOEPASSING VAN OOREENKOMS

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

23. AGENTE

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

24. INDIENSNEMING VAN VAKVERENIGINGARBEID

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

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

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

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

(5) Hierdie klousule is nie van toepassing nie ten opsigte van—

(i) kantoorwerknemers;

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

25. INDIENSNEMING VAN MINDERJARIGES

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

26. LEERLINGE

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

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

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

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

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

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

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

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

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

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

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

27. SUBSCRIPTIONS TO TRADE UNIONS

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

28. ABATEMENT OF REMUNERATION

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

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

29. TERMINATION OF EMPLOYMENT

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

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

(3) An employer or an employee may terminate the contract of service without notice by payment to the employee or payment or forfeiture to the employer, as the case may be, in lieu of notice, of an amount equal to at least the wage for one hour or for such longer period as the employer and his employee may have agreed upon in terms of subclause (2) hereof.

(4) The period of notice shall not run concurrently with nor shall such notice be given during an employee's absence on leave granted in terms of clause 4 of this Agreement, or during any period of compulsory military training in terms of the Defence Act, 1957.

30. CERTIFICATE OF SERVICE

At the request of an employee, other than a casual employee, his employer shall upon the termination of the contract of service furnish him with a certificate of service, showing the full names of the employer and the employee, the nature of the employment, the dates of commencement and termination of the

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

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

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

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

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

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

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

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

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

27. LEDEGELD VIR VAKVERENIGINGS

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

28. LOONKORTING

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

(2) Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag daar van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkgever of op 'n plek deur sy werkgever aangewys, kos of inwoning aan te neem nie of om van sy werkgever goedere te koop of eiendom te huur nie.

29. DIENSBEÏNDIGING

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

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

(3) 'n Werkgever of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir dié langer tydperk waarvoor die werkgever en sy werknemer ooreenkomstig subklousule (2) hiervan ooreengekom het, aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval.

(4) Die kennisgewingstermyn mag nie saamval nie met, en kennis van diensbeëindiging mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat hy ingevolge klousule 4 van hierdie Ooreenkoms toegestaan is of gedurende enige tydperk van verpligte militêre opleiding ingevolge die Verdedigingswet, 1957.

30. DIENSSERTIFIKAAT

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet sy werkgever by beëindiging van die dienskontrak 'n dienssertifikaat aan hom uitreik wat die name van die werkgever en werknemer voluit, die aard van die diens, die datums van aanvang en beëindiging van die kontrak, asook die loonskaal op die

contract and the rate of remuneration at the date of such termination: Provided that the employer shall furnish such a certificate of service to an employee whose wage is on a rising scale on the basis of experience or length of service.

31. PROHIBITED EMPLOYMENT

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

32. BASIS OF PAYMENT

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

33. DIFFERENTIAL RATES OF REMUNERATION

An employee, other than a casual employee, who is required or permitted to perform work for which a rate of remuneration is prescribed in clause 34 of this Agreement which is higher than his ordinary rate of remuneration, shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed: Provided that an employee for whom a wage of 45c or less per hour in the first year and 53c or from the date on which this Agreement becomes binding, less per hour in the second year, is prescribed, shall not be permitted to perform work for which a wage rate of 45,5c per hour in the first year and 53,5c per hour in the second year, is prescribed.

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

34. MINIMUM WAGES

The following are the minimum wages prescribed for the various classes of work hereunder: Provided that if the actual wage of an employee at the date of the coming into operation of this Agreement is higher than the wage prescribed herein for the class of work in which he is employed, such actual weekly wage of the employee shall be increased by an amount equal to 10 per cent of the prescribed hourly wage multiplied by 44:

datum van sodanige beëindiging aangee: Met dien verstande dat die werkgewer sodanige dienssertifikaat aan 'n werknemer moet uitreik wie se loon op 'n stygende skaal op ondervinding of duur van diens gegrond is.

31. VERBODE INDIENSNEMING

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

32. GRONDSLAG VAN BETALING

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

33. DIFFERENSIËLE LONE

'n Werknemer, uitgesonderd 'n los werknemer, van wie vereis of wat toegelaat word om werk te verrig waarvoor 'n hoër loon skaal as sy gewone loonskaal in klousule 34 van hierdie Ooreenkoms voorgeskryf word, moet ten opsigte van die hele dag waarop sodanige hoër besoldigde werk verrig word teen sodanige hoër loonskaal betaal word: Met dien verstande dat 'n werknemer vir wie 'n loon van 45 sent of minder per uur in die eerste jaar en 53 sent of minder per uur in die tweede jaar voorgeskryf word vanaf die datum waarop hierdie Ooreenkoms bindend word, nie toegelaat mag word om werk te verrig waarvoor 'n loonskaal van 45,5 sent per uur in die eerste jaar en 53,5 sent per uur in die tweede jaar voorgeskryf word nie.

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

34. MINIMUM LONE

Onderstaande is die minimum lone voorgeskryf vir die onderskeie klasse werk hieronder: Met dien verstande dat as die werklike loon van 'n werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms hoër is as die loon hierin voorgeskryf vir die klas werk waarop hy in diens is, sodanige werklike weekloon van die werknemer verhoog moet word met 'n bedrag gelyk aan 10 persent van die voorgeskrewe uurloon maal 44.

<i>Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding</i>	<i>Wage per hour (cents) for the second year in which this Agreement is binding</i>
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- I. (a) *Furniture making*, which means any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations mentioned in subclause (b) hereof.....

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(b) *Sundry operations:*

- | | | |
|---|----|----|
| (i) Bolting of school desks, folding chairs, and chair legs to chairs of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" and "Super"..... | 45 | 53 |
| (ii) Making and/or pointing of wooden dowels and pins by hand and/or machine..... | 39 | 47 |
| (iii) Knocking in wooden dowels by hand..... | | |
| (iv) Sandpapering by hand, regardless of whether the article papered is stationary or rotating.... | 45 | 53 |
| (v) Bending of solid timber by hand or mechanical process..... | | |
| (vi) Removing glue from furniture..... | | |
| (vii) Mixing mass-measuring and preparing of glue..... | | |
| (viii) The application of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts..... | 39 | 47 |
| (ix) Knocking of sockets for casters..... | 45 | 53 |
| (x) Filling of holes or cracks in furniture with wood filler or similar substance..... | | |
| (xi) Fixing bed iron, domes and casters..... | | |

	Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding	Wage per hour (cents) for the second year in which this Agreement is binding
(xii) Assistants assisting in the assembling of component parts of furniture for the purpose of joining these by means of clamps or presses: Provided that the ratio of employees performing the work and employees receiving the increased minimum wage prescribed in the preamble of this clause shall not exceed 2 to 1: Provided further that such assistants shall not be deemed assistants in the absence of the said employee who is entitled to the prescribed minimum wage as increased in the preamble of this clause, with the stipulation that the said assistants shall not be entitled to bore holes.....	39	47
(xiii) Fixing corner blocks to chairs, provided screws are not used.....		
(xiv) Punching of loose protruding nails, pegs and/or cramps, provided that it is performed only by persons doing sandpapering by hand, who find such unpunched items during the sandpapering process in the sandpaper section.....	45	53
II. <i>Setting out</i> , which means the preparation of a plan for the manufacture of furniture, by means of a rod, board, lath, baton or strip, generally cut to a fixed length, upon which are marked either the heights, widths, or other dimensions of the articles to be manufactured.....	107	119
III. <i>Marking out</i> :		
(a) Which means the marking or scribing on wood for articles of furniture, either in whole or in part, to dimensions by means of a ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling.....	107	119
(b) Repetitive marking out of shoulder and/or knee blocks and/or pieces with a design or pattern....	39	47
IV. (a) <i>Furniture machining</i> , which means any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, including the operation of multiple drum machines, but excluding the undermentioned sundry operations.....	107	119
(b) <i>Sundry furniture machining operations</i> :		
(i) Setting up and operating single drum sander.....		
(ii) Setting up and operating hinge recessing machine for the purpose of cutting recesses for locks and hinges.....	66	75
(iii) Boring holes.....		
(iv) Making and joining sandpaper rolls or discs and belts for open belt sander and glueing sandpaper rolls.....	39	47
(v) Setting up and operating any type of vibrating-reciprocating hand-sandpapering machine manipulated by hand.....	45	53
(vi) Setting up and operating drum, disc, triangle and portable sanding machines.....	51	60
(vii) Setting and operating an open belt sandpapering machine.....	69	78
V. (a) <i>Furniture polishing</i> , which means any operation or process performed by hand or mechanical appliance, in the production of a polished and/or finished surface, by means of shellac, paint, duco, lacquer, enamel, cellulose, varnish, stain, a paste which acts as an abrasive and/or polisher, or both, or similar substances, and shall include the graining and matching of colours of all types and-classes of furniture, but excluding the undermentioned sundry operations.....	107	119
(b) <i>Sundry polishing operations</i> :		
(i) Waxing.....		
(ii) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours.....		
(iii) The removal of doors and fittings in preparation for polishing.....		
(iv) Filling in with plaster of paris or any other filling material.....	45	53
(v) Hand-sandpapering.....		
(vi) Bleaching of furniture with acids or any other bleaching agent.....		
(vii) Stripping.....		
(viii) Spraying of metal.....		
(ix) Staining, filling, oiling and/or reviving by hand only.....		
(x) Straining of materials.....	39	47
(xi) Cleaning spray guns.....		
VI. (a) <i>Furniture upholstering</i> , which means any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes, other than wooden or metal laths and crossbars, filling, cane weaving, covering, buttoning, tackling, stapling, studding and padding, attaching of units to frames other than bed frames but excluding the work performed by a seamstress and the undermentioned sundry operations.....	107	119
(b) <i>Sundry furniture upholstering operations</i> :		
(i) Positioning of webbing and substitutes other than wooden or metal laths and crossbars.....	51	60
(ii) Attaching units to frames other than bed frames.....	107	119
(iii) Positioning of wooden and metal laths and crossbars to frames for upholstering.....	70	79
(iv) Filling of cushions with spring interiors and/or spring units.....	79	88
(v) Fixing of ready made cane mats.....	66	75
(vi) Riemple work.....		
(vii) Hooking on of helical springs and/or chain and/or no-sag springs and/or hoop iron or other similar materials for the sole purpose of serving as a support for a loose cushion or support for a bed base or studio couch.....	45	53
(viii) Teasing coir or other materials by hand and/or machine.....		
(ix) Unwinding filling materials in rope form.....	39	47
(x) Banding upholsters' beading.....		
(xi) Making buttons and tufts.....		
(xii) Loading, wheeling and operating a cloth spreading machine.....	45	53
(xiii) Tufting by hand or machine.....		
(xiv) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....	79	88
(xv) Laying out filling materials on spring unit.....		

	Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding	Wage per hour (cents) for the second year in which this Agreement is binding
(xvi) Assisting upholsterer in holding cover.....	39	47
(xvii) Upholstering loose chair seats.....	79	88
For the purposes of this clause and clause XI, a spring unit means an independent assembly of coil springs or continuous spring so inter-connected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion, seat or any other bedding and/or seating device.		
VII. (a) Furniture carving and/or wood carving, which means any operation or process, either in whole or in part, performed by hand, hand-tools or mechanical-appliance in creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type or class of furniture	107	119
(b) Spotting and punching the background of wood carving.....	51	60
VIII. Furniture woodturning, which means any operation or process performed by hand or mechanical process in the manufacturing of a shaped article or component part, either in whole or in part, used as or in conjunction with furniture of all types.....	107	119
IX. (a) Furniture veneering, which means any operation or process performed by hand or mechanical appliance, in the overlay of all types of furniture and furniture parts, either in whole or in part, with veneer, cutting, laying, machine joining, matching, grind or pressing veneer, but excludes the undermentioned sundry operations.....	107	119
(b) Sundry veneering operations:		
(i) The tapering, stapling, and/or tacking of veneers for pressing by hand or by machine.....	39	47
(ii) Tapeless joining by machine.....		
(iii) Operating presses of any kind.....		
(iv) Loading and unloading vacuum bag and presses of any kind.....		
(v) Washing of gum or other tapes.....		
(vi) Stacking parts after pressing.....		
(vii) Spreading of glue by hand or machine.....		
(viii) Removing glue.....		
X. (a) Learners employed in learning the classes of work referred to in clauses I to IX:		
For the first year of learnership.....	31	39
For the second year of learnership.....	40	48
For the third year of learnership.....	50	58
For the fourth year of learnership.....	59	67
There after at the rates prescribed for employees in clause's I to IX inclusive.		
(b) Major learners employed exclusively in learning the upholstering processes in the manufacture of studio couches:		
For the first six months of learnership.....	40	48
For the second six months of learnership.....	50	58
For the third six months of learnership.....	59	67
For the fourth six months of learnership.....	69	77
Thereafter at the rates prescribed for employees in clauses I to IX inclusive.		
XI. (a) Bedding making, means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, cotton, wadding, hair fibre, wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or coil springs, full coil springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking off and/or hooking on of spring mattress wires, chain spring meshes, coil springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations.....	68	77
(b) Sundry bedding operations:		
(i) Weaving of spring mesh.....	68	77
(ii) Stuffing filling into mattress cases whether by hand or machine.....		
(iii) Side stitching.....		
(iv) Tufting, whether by hand or machine.....		
(v) Operating a border quilting machine.....		
(vi) Operating a top quilting machine.....		
(vii) Preparing frames and rollers for the quilting machine.....		
(viii) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine....		
(ix) Securing quilted mattress borders to spring units.....		
(x) Laying out filling material upon a spring unit.....		
(xi) Securing mattress tops, whether quilted or not, in position for building a prebuilt or spring mattress.....		
(xii) Tape edging an interior spring mattress.....		
(xiii) Roll edging by hand or machine.....		
(xiv) Cutting tops, borders and cases.....		
(xv) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers... and component parts.....	58	67
(xvi) Sewing mattress handles to borders.....		
(xvii) Joining border lengths.....		
(xviii) Closing up the mouth of a mattress.....		
(xix) Closing pillows, cushions, bolsters.....		

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(cents) for the
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effect from the
date upon
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Agreement be-
comes binding

Wage per hour
(cents) for the
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binding

(xx) Bolting by hand of bed mattress frames.....		
(xxi) Preparing spools for a border quilting machine.....		
(xxii) Cutting quilted borders to length.....		
(xxiii) Punching holes in mattress borders.....		
(xxiv) Fitting ventilators and handles to mattress borders.....		
(xxv) Feeding the interlacing machine.....		
(xxvi) Cutting and making of pads, irrespective of materials used.....	45	53
(xxvii) Positioning of laths, crossbars or fixing webbing to mattress or bed frames.....		
(xxviii) Staining mattress frames.....		
(xxix) Affixing lugs to mattresses.....		
(xxx) Positioning and securing a mesh to mattress frame.....		
(xxxi) Hanging loops on needles in compression tufting.....		
(xxxii) Loading, wheeling and operating a cloth spreading machine.....		
(xxxiii) Operating a teasing machine.....	39	47
(xxxiv) Attending a loop making machine.....	45	53
(xxxv) Attaching loops to buttons or tufts.....		
(xxxvi) Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....	39	47
(xxxvii) Mass measuring pillows, cushions and bolsters.....		
(xxxviii) Stripping bedding.....		
(xxxix) Fitting castors and sockets.....		
(xl) Staining and/or varnishing frames for bedding by hand.....	45	53
(xli) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....		
(xlii) Cutting chain, wire, hoop iron or any other similar materials for chain springs.....	39	47
(xliii) Filling of cushions with spring units.....	70	79
(xliv) Fixing bed irons.....	45	53
(xlv) Teasing coir or any other materials by hand.....	39	47
(xlvi) Attaching spring units to bed frames.....	45	53

XII. Learners employed in learning the classes of work referred to in clause XI:

For the first six months of learnership.....	35	43
For the second six months of learnership.....	40	48
For the third six months of learnership.....	45	53
For the fourth six months of learnership.....	50	58
Thereafter the wage prescribed in clause XI (a).		

XIII. (a) Furniture seamster or seamstress, which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance, in slipstitching, sewing and/or joining covers, fly-pieces, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers.....

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(b) Learners employed in learning the class of work referred to in clause XIII (a):

For the first six months of learnership.....	31	41
For the second six months of learnership.....	38	46
For the third six months of learnership.....	43	51
For the fourth six months of learnership.....	48	56
Thereafter the wages prescribed in clause XIII (a).		

XIV. Labouring duties, i.e.:

(i) Cleaning and sweeping of premises.....		
(ii) Cleaning machinery, plant, tools and utensils.....		
(iii) Oiling and greasing machines and/or vehicles.....		
(iv) Lime washing.....		
(v) Loading and/or unloading vehicles.....		
(vi) Unloading materials.....		
(vii) Pushing or pulling a vehicle or handcart.....		
(viii) Delivery by manually propelled vehicles.....		
(ix) Unpacking, baling and unbalancing raw materials.....		
(x) Cleaning and blowing down equipment.....		
(xi) Attending boiler, incinerator and/or oven.....		
(xii) Loading and unloading kilns.....		
(xiii) The treatment of timber for preservation.....		
(xiv) Packing articles in paper or into cartons and/or cardboard containers and/or thereafter filling and closing such cartons and containers.....		
(xv) Washing and/or wiping off glue.....	39	47
(xvi) Stripping second-hand upholstery and bedding.....		
(xvii) Assisting a furniture machinist in handling materials before and after machining.....		
(xviii) Cutting metal rods, cutting hinges, metal tubes, metal strips, wire, hoop iron and all similar materials.....		
(xix) Riveting or making threads on iron bolts and rods.....		
(xx) Operating presses of any type.....		
(xxi) Baling and dipping of upholstery springs.....		
(xxii) Attending to dust bags and/or cyclones of sanding machines.....		
(xxiii) Glueing sandpaper discs.....		
(xxiv) Straightening and/or cutting hoop iron used for webbing.....		
(xxv) Beating and/or teasing coir by hand.....		
(xxvi) Cleaning metal rods.....		
(xxvii) Operating dowel-flattening machine.....		
(xxviii) Inserting screws before they are screwed down.....		

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binding

XV. Miscellaneous:

(i) Employees engaged in welding (other than spot-welding).....	107	119
(ii) Employees engaged in spot-welding.....	62	70
(iii) Machinery maintenance mechanic.....	107	119
(iv) Driver of motor vehicle the unladen mass of which together with the mass of any trailer or trailers drawn by such vehicle is—		
(a) not exceeding 1 814 kg.....	43	51
(b) more than 1 814 kg but not exceeding 2 721 kg.....	62	70
(c) more than 2 721 kg but not exceeding 4 536 kg.....	71	79
(d) more than 4 536 kg but not exceeding 9 072 kg.....	81	89
(v) Dispatch clerk, storeman, warehouseman and timekeeper.....	59	67
(vi) Watchman, R16,02 per week.....		
(vii) Packer.....	50	58
(viii) Learner packer.....	39	47
(ix) Bending, punching, riveting, drilling and/or assembling of metal parts.....		
(x) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	45	53
(xi) "Casual employees", the wage prescribed for the class of work performed by such casual employee.....	—	—

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

Per month		Per month	
Males:	R	Females:	R
First year of employment.....	60	First year of employment.....	54
Second year of employment.....	81	Second year of employment.....	66
Third year of employment.....	102	Third year of employment.....	81
Fourth year of employment.....	123	Fourth year of employment.....	95
Fifth year of employment.....	147	Thereafter.....	108
Thereafter.....	165		

This Agreement signed on behalf of the parties at Bloemfontein this 4th day of March 1975.

W. J. CONRADIE, Chairman of the Council.

J. F. KLOPPER, Vice-Chairman of the Council.

G. J. D. JORDAAN, Secretary of the Council.

Loon per uur
(sent) vir die
eerste jaar met
ingang van die
datum waarop
hierdie Ooreen-
koms bindend
word

Loon per uur
(sent) vir die
tweede jaar
waarin hierdie
Ooreenkoms
bindend is

I. (a) <i>Meubels maak</i> , wat enige werksaamheid of proses by die vervaardiging en/of inmeekaarsit van meubels beteken, hetsy in die geheel of gedeeltelik, met die hand, met handgereedskap of meganiese toestelle, maar nie die werksaamhede omvat wat in subklousule (b) hiervan genoem word nie.....	107	119
(b) <i>Diverse werksaamhede</i> :		
(i) Vasbout van skoolbanke, voustoel; en stoelpote aan stoele van die soort bekend as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" en "Super".....	45	53
(ii) Maak en/of skerpmaak van houtpenne en boutte met die hand en/of masjien.....	39	47
(iii) Houtpenne met die hand inslaan.....		
(iv) Skuurpapierbewerking met die hand, afgesien daarvan of die artikel wat geskuur word, stil staan of draai.....	45	53
(v) Soliede hout met die hand of meganiese proses buig.....		
(vi) Lym van meubels verwyder.....	39	47
(vii) Lym meng, massameet en berei.....		
(viii) Die aansit van lym en lymhardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmeekaarsit of montering van meubelonderdele.....	39	47
(ix) Mowwe vir wietletjies inslaan.....	45	53
(x) Gate of barste in meubels met houtvulsels of soortgelyke middels vul.....		
(xi) Bedysters, knoppe en wietletjies inmeekaarsit.....		
(xii) Handlangers behulpsaam met meubelonderdele inmeekaarsit of bymeekaarsit vir die doel om hulle aanmeekaar te voeg deur middel van klampe of druktoestelle: Met dien verstande dat die verhouding van werknemers wat die werk uitvoer en werknemers wat die verhoogde minimum loon ontvang wat voorgeskryf word in die aanleg van hierdie klousule hoogstens 2 tot 1 mag wees: Voorts met dien verstande dat sodanige handlangers nie as handlangers geag word by die afwesigheid van genoemde werknemer wat geregtig is op die voorgeskrewe minimum loon soos verhoog in die aanleg van hierdie klousule: Met die bepaling dat genoemde handlangers nie geregtig is om gate te boor nie.....	39	47
(xiii) Hoekblokkies aan stoele vasslaan, mits geen skroewe gebruik word nie.....	45	53
(xiv) Los uitstekende spykers, penne en/of kramme wegpons, mits dit slegs gedoen word deur persone wat met die hand skuurwerk verrig, wat sodanige items wat nie gepons is nie, gedurende die skuurproses in die skuurseksie vind.....		
II. <i>In bestek bring</i> , wat beteken die bereiding van 'n plan om meubels te vervaardig, deur middel van 'n stang, plank, lat, roede of strook, gewoonlik volgens vasgestelde lengte gemaak, waarop of die hoogtes, wydtes, of enige ander afmeting van die artikels wat vervaardig moet word, afgemerk is.....	107	119

	Loon per uur (sent) vir die eerste jaar met ingang van die datum waarop hierdie Ooreen- koms bindend word	Loon per uur (sent) vir die tweede jaar waarin hierdie Ooreenkoms bindend is
III. <i>Afmerk:</i>		
(a) Wat beteken die maak van merke aan hout vir meubelstukke, hetsy in die geheel of gedeeltelik, volgens afmetings deur middel van liniaal, meetstok, reiplank, leipatroon, setmaat of enige ander toestel vir die doel om of masjienwerk, pas- of inmeekaarsitwerk te verrig.....	107	119
(b) Herhalingsafmerk van skouer- en/of knieblokke en/of stukke met 'n ontwerp of patroon.....	39	47
IV. (a) <i>Meubels met masjiene maak</i> , wat enige werksaamheid of proses beteken wat verrig word deur enige soort of klas masjien by die vervaardiging van meubels te gebruik, hetsy in die geheel of gedeeltelik, met inbegrip van die werking van meervoudige drommasjiene maar uitgesonderd ondergenoemde diverse bedrywighede.....	107	119
(b) <i>Diverse masjienwerksaamhede</i> by die maak van meubels:		
(i) Enkeldromskuurder oprig en bedien.....	66	75
(ii) Skarnier-uitholmasjien oprig en bedien vir die doel om inhamme te sny vir slotte en skarniere		
(iii) Gate boor.....		
(iv) Skuurpapierrolle of -skywe en -bande vir oopbandskuurder maak en las en skuurpapierrolle vasgom.....	39	47
(v) Enige soort trillende heen-en-weer-bewegende handskuurpapier-masjien wat met die hand gedraai word, oprig en bedien.....	45	53
(vi) Tol-, skyf-, driehoek- en draagbare skuurmasjiene oprig en bedien.....	51	60
(vii) Oopbelt-skuurmasjien oprig en bedien.....	69	78
V. (a) <i>Meubels poleer</i> , wat beteken enige werksaamhede of proses met die hand of meganiese toestel verrig vir die verkryging van 'n gepoleerde en/of afgewerkte oppervlakte deur middel van skellak, verf, duco, lakverniss, emalje, sellulose, vernis, beits, 'n pasta wat as 'n skuurmiddel en/of poleermiddel of albei werk, of soortgelyke stowwe, en dit omvat die greineer en pas van kleure van alle soorte en klasse meubels, maar uitgesonderd ondergenoemde diverse bedrywighede.....	107	119
(b) <i>Diverse poleerwerksaamhede:</i>		
(i) Wasbestryking.....	45	53
(ii) Die verf en/of opvul van die kante van lemelbord en/of laaghout om 'n oppervlakte vir poleerwerk en/of lakvernisswerk en/of greinwerk en/of pas van kleur te berei.....		
(iii) Die verwydering van deure en toebehore ter bereiding vir poleerwerk.....		
(iv) Met gips of enige ander vulsel opvul.....	39	47
(v) Handskuurwerk.....		
(vi) Meubels met sure of enige ander bleikmiddel bleik.....		
(vii) Uitmekaarhaal.....	39	47
(viii) Spuit van metaal.....		
(ix) Beits, opvul, olie en/of met die hand alleen herstel.....		
(x) Filtreer van materiaal.....	39	47
(xi) Spuittoestelle skoonmaak.....		
VI. (a) <i>Meubels stoffeer</i> , wat enige werksaamheid of proses beteken by die bedekking van enige soort meubel, hetsy in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit omvat o.a. die sny van alle oortreksels en los oortreksels, die stik en/of met die hand of met 'n meganiese toestel las, vlegwerk wat die in posisie plaas van vlegwerk en plaasvervangers, uitgesonderd hout- of metaallatte en dwarsstawe omvat, opvul, rottangvleg, bedek, knope aanwerk, ryg, vaskram, beslagnaels inslaan en opstop, eenhede aan rame heg, uitgesonderd bedrame, maar behalwe die werk deur die naaister verrig en die ondergenoemde diverse werksaamhede.....	107	119
(b) <i>Diverse meubelstoffeerwerksaamhede:</i>		
(i) Vlegwerk en ander plaasvervangers as hout- of metaallatte en dwarsstawe in posisie plaas.....	51	60
(ii) Eenhede aan ander rame as bedrame heg.....	107	119
(iii) Hout- en metaallatte en dwarsstawe aan rame vir stoffering plaas.....	70	79
(iv) Kussings met veerbinnewerk en/of veereenhede vul.....	79	88
(v) Klaarvervaardigde rottangmatte aansit.....	66	75
(vi) Riempiewerk.....	45	53
(vii) Heliesevere en/of ketting- en/of "nie-sak"-vere en/of hoepelyster of ander dergelyke materiaal vashaak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir binnevoetstuk of ateljeerusbank.....		
(viii) Klapperhaar of ander materiaal met die hand en/of masjien uitpluis.....		
(ix) Vulsel in touvorm losdraai.....	39	47
(x) Bande stoffeerders se kraallyste sit.....		
(xi) Knope en klossies maak.....		
(xii) 'n Doekspreimasjien laai, stoot en bedien.....	45	53
(xiii) Met die hand of masjien deurstik.....	79	88
(xiv) Deurvlegte kussingkie aan veereenhede of met die hand of masjien heg, stik of vaskram.....		
(xv) Vulsel op veereenheid sprei.....		
(xvi) Stoffeerder help deur oortreksel vas te hou.....	53	47
(xvii) Los sitvlakke van stoele stoffeer.....	79	88
Vir die toepassing van hierdie klousule en klousule XI beteken 'n veereenheid 'n onafhanklike versameling van spiraalvere of deurlopende vere so onderling verbind, verbonde of vervaardig om 'n veerfondament en/of binnewerk te verskaf vir gebruik in 'n binneveermatras, kussing, stoelmat of enige ander bed en/of sittoestel.		
VII. (a) <i>Meubelsnywerk en/of houtsnywerk</i> , wat enige werksaamheid of proses beteken, hetsy in die geheel of gedeeltelik, verrig met die hand, handgereedskap of 'n meganiese toestel om 'n vorm, patroon, medaljon of kopie (ewebeeld) van enige voorwerp te maak waarvan die doel is om enige soort of klas meubel te versier en/of te verfraai.....	107	119
(b) Die agtergrond van houtsnywerk stippel en pons.....	51	60
VIII. <i>Meubel-houtdraaiwerk</i> , wat enige werksaamheid of proses beteken, met die hand of meganiese proses verrig, by die vervaardiging van 'n afgewerkte artikel of onderdeel, hetsy in die geheel of gedeeltelik, gebruik as, of in verband met meubels van enige soort.....	107	119

	Loon per uur (sent) vir die eerste jaar met ingang van die datum waarop hierdie Ooreen- koms bindend word	Loon per uur (sent) vir die tweede jaar waarin hierdie Ooreenkoms bindend is
IX. (a) <i>Meubelfineerwerk</i> , wat enige werksaamheid of proses beteken, met die hand of meganiese toestel verrig, by die bedekking van enige soort meubels of meubelonderdele, hetsy in die geheel of gedeeltelik, met finerhoutoplegels, ingelegde hout, masjienvoegwerk, bypassende fineerwerk en/of geperste fineerwerk, maar uitgesonderd ondergenoemde diverse werksaamhede.....	107	119
(b) <i>Diverse fineerwerksaamhede</i> :		
(i) Fineerhout met band vasheg, vaskram en/of vasspyker om met hand of masjien gepers te word		
(ii) Masjienvoegwerk sonder bande.....		
(iii) Perse van enige soort bedien.....		
(iv) Vakuumsak en enige soort pers laai en ontlai.....		
(v) Gom- of ander bande was.....	39	47
(vi) Onderdele na perswerk stapel.....		
(vii) Lym met die hand of met masjien spreid.....		
(viii) Lym verwyder.....		
X. (a) Leerlinge in diens om die klasse werk genoem in klousules I tot IX te leer:		
Vir die eerste jaar leerlingskap.....	40	48
Vir die tweede jaar leerlingskap.....	50	58
Vir die derde jaar leerlingskap.....	59	67
Vir die vierde jaar leerlingskap.....	69	77
Daarna teen die skale in klousules I tot en met IX vir werknemers voorgeskryf.		
(b) Meerderjarige leerlinge uitsluitlik in diens om die stoffeerprosesse by die vervaardiging van ateljeerus-banke te leer:		
Vir die eerste ses maande leerlingskap.....	31	39
Vir die tweede ses maande leerlingskap.....	40	48
Vir derde ses maande leerlingskap.....	50	58
Vir die vierde ses maande leerlingskap.....	59	67
Daarna teen die skale in klousules I tot en met IX vir werknemers voorgeskryf.		
XI. (a) <i>Beddegoedvervaardiging</i> , d.w.s. die vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, "Hairlock", flok, kapok, katoen, watte, haarvesel, wol, vere, gras, kaf, strooi, rubber of enige ander soortgelyke materiaal; of enige samestelling van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, vol spiraalvere, maasvere, heliese-vere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, bo-matrasse, spreie, die aanslaan en/of -haak van springmat-drade, ketting-veermase, spiraalvere, heliese vere aan rame vir bedwerk, maar uitgesonderd ondergenoemde diverse werksaamhede.....	68	77
(b) <i>Diverse beddegoedwerksaamhede</i> :		
(i) Veermaaswerk vleg.....		
(ii) Vulsel in matrasoorttrekke, hetsy met die hand of masjien, instop.....		
(iii) Sye stik.....		
(iv) Deurstik, of met die hand of masjien.....		
(v) Randstikwerkmasjien bedien.....		
(vi) Topstikwerkmasjien bedien.....		
(vii) Rame en rollers vir die topstikwerkmasjien berei.....		
(viii) Deurgevlegte kussinkies aan veereenhede, of met die hand of masjien, heg, stik of vaskram		77
(ix) Gestikte matrasrande aan veereenhede heg.....		
(x) Vulsel op 'n veereenheid spreid.....		
(xi) Matrasstoppe, hetsy gestik of nie, in posisie heg om 'n voorafvervaardigde of springmatras te bou.....		
(xii) Bande aan kante vir 'n matras met veerbinnewerk stik.....		
(xiii) Rolkantwerk met die hand of masjien.....		
(xiv) Bostukke, rande en oortreksels uitsny.....		
(xv) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasoorttreksels, ateljeerus-bank-oortrekkers en onderdele.....		
(xvi) Matrashandvatsels aan rande stik.....	58	67
(xvii) Randlengtes saamvoeg.....		
(xviii) Die bek van die matras toewerk.....		
(xix) Bedkussings, stoelkussings en peule toewerk.....		
(xx) Bedmatrasrame met die hand vasbout.....		
(xxi) Spoel vir randstikwerk berei.....		
(xxii) Gestikte rande volgens lengte sny.....		
(xxiii) Gate in matrasrande sny.....		
(xxiv) Ventilators en handvatsels aan matrasrande aansit.....		
(xxv) Deurvlegmasjien voer.....		
(xxvi) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	45	53
(xxvii) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....		
(xxviii) Matrasrame beits.....		
(xxix) Hingsels aan matrassse heg.....		
(xxx) 'n Maas aan matrasraam in posisie plaas en heg.....		
(xxxi) Oë aan naalde in drukdeurstikmasjien hang.....		
(xxxii) Doekspreimasjien laai, stoot en bedien.....		
(xxxiii) 'n Pluismasjien bedien.....	39	47
(xxxiv) 'n Oogmaakmasjien bedien.....	45	53
(xxxv) Oë aan knope of klossies heg.....		
(xxxvi) Bedkussings, stoelkussings en peule met stowwe of materiaal, behalwe veerbinnewerke en/of veereenhede, vul.....	39	47
(xxxvii) Bedkussings, stoelkussings en peule massameet.....		

	Loon per uur (sent) vir die eerste jaar met ingang van die datum waarop hierdie Ooreen- koms bindend word	Loon per uur (sent) vir die tweede jaar waarin hierdie Ooreenkoms bindend is
(xxxviii) Beddegoed uitmekaar haal.....		
(xxxix) Wicletjies en mowwe aansit.....		
(xl) Rame vir beddegoed met hand beits en/of vernis.....	45	53
(xli) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vashaak, afgesien van die materiale waarvan die rame gemaak is.....		
(xlii) Ketting, draad, hoepelyster of enige dergelike materiale vir kettingvere sny.....	39	47
(xliii) Kussings met veereenhede vul.....	70	75
(xliv) Bedysters aansit.....	43	53
(xlv) Klapperhaar of enige materiaal met die hand uitpluis.....	39	47
(xlii) Veereenhede aan bedrame heg.....	45	53
XII. Leerlinge in diens om die klasse werk te leer wat in klousule XI genoem word:		
Vir die eerste ses maande leerlingskap.....	35	43
Vir die tweede ses maande leerlingskap.....	40	48
Vir die derde ses maande leerlingskap.....	45	53
Vir die vierde ses maande leerlingskap.....	50	58
Daarna die loon in klousule XI (a) voorgeskryf.		
XIII. (a) <i>Meubelnaaier of -naaister</i> , d.w.s. 'n werknemer in diens in enige werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of met meganiese toestel verrig in verband met glijpsteekwerk, die stik en/of aanmekaarvoeg van oortreksels, klappe, stoelkussings, koorde, gordynvalle, peule of gordyne, maar wat nie die uitsny van oortreksels omvat nie.....		
	57	65
(b) Leerlinge in diens om die klas werk te leer in wat in klousule XIII (a) genoem word:		
Vir die eerste ses maande leerlingskap.....	31	41
Vir die tweede ses maande leerlingskap.....	38	46
Vir die derde ses maande leerlingskap.....	43	51
Vir die vierde ses maande leerlingskap.....	48	56
Daarna die lone wat in klousule XIII (a) voorgeskryf word.		
XIV. <i>Arbeidswerk, te wete:</i>		
(i) Persele skoonmaak en vee.....		
(ii) Masjinerie, installasie, gereedskap en gerei skoonmaak.....		
(iii) Masjiene en/of voertuie olie en smeer.....		
(iv) Afwitwerk.....		
(v) Voertuie laai en/of aflaai.....		
(vi) Materiale aflaai.....		
(vii) Voertuig of handkar stoot of trek.....		
(viii) Afleweringswerk verrig met 'n handvoertuig.....		
(ix) Grondstowwe uitpak, baal en uit bale haal.....		
(x) Uitrusting skoonmaak en afblaas.....		
(xi) Stoomketel, verbrander en/of oond bedien.....		
(xii) Materiaal inpak in of uithaal uit droogoonde.....		
(xiii) Timmerhout met preserveermiddel behandel.....		
(xiv) Artikels in papier of in kartonne en/of kartonhouers verpak en/of daarna die kartonne en houers vul en sluit.....	39	47
(xv) Lym afwas en/of afvee.....		
(xvi) Tweedehandse stoffeerwerk en beddegoed stroop.....		
(xvii) Meubelsmasjins help om materiale voor en na masjienwerk te hanteer.....		
(xviii) Metaalstawe, skarniere, metaalbuise, metaalstrookies, draad, hoepelyster en alle soortgelyke materiaal sny.....		
(xix) Klinknaelwerk of skroefraad sny in ysterboute en -stawe.....		
(xx) Perse van alle tipes bedien.....		
(xxi) Stoffeervere baal en indompel.....		
(xxii) Sorg vir stofsakke en/of siklone van skuurmasjiene.....		
(xxiii) Skuurpapierskywe vaslym.....		
(xxiv) Hoepelyster wat vir vlegwerk gebruik word reguit maak en/of sny.....		
(xxv) Klapperhaar met die hand uitklop en/of uitpluis.....		
(xxvi) Metaalstawe skoonmaak.....		
(xxvii) Tapplatdrukmasjien bedien.....		
(xxviii) Skroewe insit voordat hulle ingeskroef word.....		
XV. <i>Diverse:</i>		
(i) Werknemers wat sweiswerk (uitgesonderd puntsweiswerk) doen.....	107	119
(ii) Werknemers wat puntsweiswerk doen.....	62	70
(iii) Masjienonderhoudwerktuigkundige.....	107	119
(iv) Drywer van 'n motorvoertuig waarvan die onbelaste massa saam met die massa van enige sleepwa of sleepwaens wat deur so 'n voertuig getrek word—		
(a) hoogstens 1 814 kg is.....	43	51
(b) meer as 1 814 kg maar hoogstens 2 721 kg is.....	62	70
(c) meer as 2 721 kg maar hoogstens 4 536 kg is.....	71	79
(d) meer as 4 536 kg maar hoogstens 9 072 kg is.....	81	89
(v) Versendingsklerk, magasynmeester, pakhuisman en tydopnemer.....	59	67
(vi) Wag, R16,02 per week.....		
(vii) Verpakker.....	50	58
(viii) Leerlingverpakker.....	39	47
(ix) Metaaldele buig, pons, klink, boor en/of aanmeekaarsit.....		
(x) Werknemers in diens in verband met enigeen van die prosesse by die vervaardiging van veerbinne- werk en/of veereenhede en die vervaardiging van hul onderdele.....	45	53
(xi) "Los werknemers", die loon voorgeskryf vir die klas werk wat so 'n los werknemer verrig.		

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

	<i>Per maand</i>		<i>Per maand</i>
<i>Manlik:</i>	R	<i>Vroulik:</i>	R
Eerste jaar diens.....	60	Eerste jaar diens.....	54
Tweede jaar diens.....	81	Tweede jaar diens.....	66
Derde jaar diens.....	102	Derde jaar diens.....	81
Vierde jaar diens.....	123	Vierde jaar diens.....	95
Vyfde jaar diens.....	147	Daarna.....	108
Daarna.....	165		

Hierdie Ooreenkoms is namens die partye op hede die 4de dag van Maart 1975 te Bloemfontein onderteken.

W. J. CONRADIE, Voorsitter van die Raad.
J. F. KLOPPER, Ondervoorsitter van die Raad.
G. J. D. JORDAAN, Sekretaris van die Raad.

APPENDIX A

[Statement submitted in terms of clause 12 (4) (a) of the Agreement]

Name and address of employer.....

Week ending.....

Index number allotted by the Council	Surname of employee	Christian name or names of employee	Occupation	Hourly rate	Number of hours worked during week	Total remuneration paid	Amount on which 15% Holiday Bonus is payable	Amount on which 10% Holiday Bonus is payable	Amount on which 5% Holiday Bonus is payable	Trade Union subscriptions	Total number of hours absent owing to illness	Amount paid to Sick Fund	Provident Fund, Pension Fund and Mortality Benefit Association contribution
						R							

AANHANGSEL A

[Staat ingedien ingevolge klousule 12 (4) (a) van die Ooreenkoms]

Naam en adres van werkgever.....

Week wat eindig op.....

Indeksnummer deur Raad toegewys	Familienaam van werknemer	Voornaam of -name van werknemer	Beroep	Uurloon	Getal ure gewerk gedurende week	Totale besoldiging betaal	Bedrag waarop 15% Vakansiebonus betaalbaar is	Bedrag waarop 10% Vakansiebonus betaalbaar is	Bedrag waarop 5% Vakansiebonus betaalbaar is	Vakverenigingsledegeld	Totale getal ure afwesig weens siekte	Bedrag betaal aan Siekefonds	Voorsorgfonds-, Pensioenfonds- en Sterftebystanderverenigingsbydrae
						R							

APPENDIX B

[Notice required under clause 7 (11) of the Agreement]

<i>Day</i>	<i>Starting time</i>	<i>Finishing time</i>	<i>Meal hour</i>
Monday.....	.....	.....	to
Tuesday.....	.....	.....	to
Wednesday.....	.....	.....	to
Thursday.....	.....	.....	to
Friday.....	.....	.....	to
Forenoon break.....	 to		to
Afternoon break.....	 to		to

AANHANGSEL B

[Kennisgewing vereis ingevolge klousule 7 (11) van die Ooreenkoms]

<i>Dag</i>	<i>Aanvangstyd</i>	<i>Sluitingstyd</i>	<i>Etensuur</i>
Maandag.....	.....	.....	tot
Dinsdag.....	.....	.....	tot
Woensdag.....	.....	.....	tot
Donderdag.....	.....	.....	tot
Vrydag.....	.....	.....	tot
Voormiddagpouse.....	 tot		tot
Namiddagpouse.....	 tot		tot

APPENDIX C

MEDICAL CERTIFICATE UNDER CLAUSE 26 (2) OF AGREEMENT

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

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

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

Place.....
 Date.....19..... Medical Officer

AANHANGSEL C

GENEESKUNDIGE SERTIFIKAAT INGEVOLGE KLOUSULE 26 (2) VAN DIE OOREENKOMS

Ek sertifiseer dat ek (naam voluit),.....
 geslag....., ras....., wat verklaar dat sy/haar teenswoordige ouderdom.....
 is, medies ondersoek het met die volgende bevindings:

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

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

Plek.....
 Datum.....19..... Geneeskundige beampte

No. R. 1902

9 October 1975

FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY,
 ORANGE FREE STATE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, published under Government Notice R. 1901 of 9 October 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. 1902

9 Oktober 1975

WET OP FABRIEKE, MASJINERIE EN
 BOUWERK, 1941

MEUBELNYWERHEID, ORANJE-VRYSTAAT

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing R. 1901 van 9 Oktober 1975 oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

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