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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2132

14 November 1975

INDUSTRIAL CONCILIATION ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY,
SOUTH WESTERN DISTRICTS.—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 11 November 1975 and for the period ending 10 November 1977, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (4) (c), 21, 23, 24 and 29 of Part I, shall be binding, with effect from 11 November 1975 and for the period ending 10 November 1977, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from 11 November 1975 and for the period ending 10 November 1977, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (4) (c), 21, 23, 24 and 29 of Part I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

42192—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2132

14 November 1975

WET OP NYWERHEIDSVERSOENING, 1956

**MEUBELNYWERHEID, SUIDWESTELIKE
DISTRIKTE.—HOOFDOOREENKOMS**

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 11 November 1975 en vir die tydperk wat op 10 November 1977 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (4) (c), 21, 23, 24 en 29 van Deel I, met ingang van 11 November 1975 en vir die tydperk wat op 10 November 1977 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (4) (c), 21, 23, 24 en 29 van Deel I, met ingang van 11 November 1975 en vir die tydperk wat op 10 November 1977 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werknemers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4901—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH WESTERN DISTRICTS

AGREEMENT

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

South Western Furniture Manufacturers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

and the

National Association of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the South Western Districts.

PART I

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the South Western Districts—

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

(b) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South Western Districts).

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 10 November 1977 or such period as may be determined by him.

3. DEFINITIONS

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

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

"Act" means the Industrial Conciliation Act, 1956;

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

"bonus" means—

(1) any payment in addition to the prescribed or agreed wage of an employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register;

(2) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register, and which the employer can withdraw at will;

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

"employment" means in relation to—

(i) an office employee, the total period or periods of service which an employee has had as an office employee in any undertaking, industry or trade or in the service of the State;

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE

OOREENKOMS

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

South Western Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

en die

National Association of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Suidwestelike Distrikte.

DEEL I

BEPALINGS WAT OOR DIE HELE GEBIED WAT DEUR DIE OOREENKOMS GEDEK WORD, OP DIE NYWERHEID VAN TOEPASSING IS, TENSY DIE TEENOORGESTELDE VERMELD WORD

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Suidwestelike Distrikte, nagekom word—

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

(b) in die landdrostdistrikte George, Knysna, Mosselbaai en Oudtshoorn (hierna die Suidwestelike Distrikte genoem).

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (7) van die Wet bepaal, en bly van krag vir die tydperk wat op 10 November 1977 eindig of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en 'n verwysing na 'n Wet omvat alle wysigings van sodanige Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue, en omgekeerd.

(a) Tensy onbestaanbaar met die samehang, is onderstaande omskrywings op sowel Deel I as Deel II van hierdie Ooreenkoms van toepassing, en beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"bonus"—

(1) 'n betaling, benewens die voorgeskrewe loon van 'n werknemer of 'n loon waarvoor ooreengekom is, wat voortspruit uit diens ooreenkomstig 'n bonusaansporingskema wat as sodanig in die loonregister aangeteken is;

(2) 'n ander spesiale of geleentheidsbetaling deur 'n werkgewer aan 'n werknemer wat meer is as die voorgeskrewe loon of loon waarvoor ooreengekom is, wat as sodanig deur die werkgewer in die loonregister aangeteken is en wat die werkgewer na willekeur mag intrek;

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

"diens", met betrekking tot—

(1) 'n kantoorwerknemer, die totale tydperk of tydperke wat 'n werknemer as kantoorwerknemer in 'n onderneming, nywerheid of bedryf of in die diens van die Staat werksaam was;

(ii) any other class of employee, the total period or periods of service which an employee has had in his class in the Furniture Manufacturing Industry;

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

"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 operations:

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

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

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

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

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

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

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

"probationer" means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice;

"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;

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

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

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

(c) 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. PIECE-WORK

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

(2) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Meubelnywerheid werksaam was;

"bedryfsinrigting" 'n plek waar die Meubelnywerheid beoefen word, en omvat dit 'n plek waar 'n persoon in diens is in enigeen van of al die klasse werk wat in Deel II van hierdie Ooreenkoms gespesifiseer word;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal gebruik, en omvat dit onder andere die volgende werksaamhede:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk; die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; poleer- en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëe of teaters, kabinette vir musiekinstrumente en radio- of draadlooskabinette; en ook die vervaardiging van of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte of tipes matrasse, veermatrasse, beleglae, kopkussings, peule en stoelkussings insluit, en ook die werksaamhede wat verrig word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnijwerk verrig word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin meubels geproduseer word of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, hetsy in sy geheel of gedeeltelik, verrig word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"kantoorwerknemer" 'n werknemer wat skryf-, tik-, liasseer- of ander klerklike werk verrig, en ook 'n kassier en 'n telefonis;

"stukwerk" 'n stelsel waarvolgens betaling gebaseer word op die hoeveelheid werk verrig of produksie gelewer;

"besoldiging" geld wat aan enigeen betaal of verskuldig is, wat op enige manier uit diens voortspruit;

"werkende eienaar" of "werkende vennoot" 'n werkgewer wat persoonlik enigeen van die werksaamhede in Deel II van hierdie Ooreenkoms gespesifiseer, in sy eie bedryfsinrigting verrig;

"korttyd" 'n vermindering van die getal gewone werkure in 'n bedryfsinrigting weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaatraking van uitrusting of masjinerie, veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval.

(b) Tensy onbestaanbaar met die samehang, is die volgende omskrywings op Deel II van hierdie Ooreenkoms van toepassing, en beteken—

"proefleerling" 'n werknemer onder die ouderdom van 21 jaar, werksaam in 'n bedryf aangewys kragtens die Wet op Vakleerlinge, 1944, maar omvat dit nie 'n vakleerling nie;

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

"masjienonderhoudswerktuigkundige" 'n werknemer wat uitsluitlik een van of al die volgende werksaamhede verrig:

Defekte in masjiene opspoor, masjiene opknap of herstel wat in of in verband met 'n bedryfsinrigting gebruik word of toesig hou oor enigeen van of al hierdie werksaamhede;

"jeugdige" 'n werknemer onder die ouderdom van 21 jaar, uitgesonderd vakleerlinge en arbeiders.

(c) Wanneer 'n werknemer vir die toepassing van hierdie Ooreenkoms geklassifiseer word, word hy geag in dié klas te wees waarin hy hoofsaaklik of uitsluitlik in diens is.

4. STUKWERK

Behoudens klousule 5 van hierdie deel van die Ooreenkoms, mag geen werkgewer van enigeen vereis of enigeen toelaat om stukwerk of werk ooreenkomstig 'n ander stelsel te verrig waarvolgens verdienste gebaseer word op die hoeveelheid werk wat gedoen word nie.

5. INCENTIVE BONUS

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

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

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

(4) No employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under the incentive bonus rates agreed upon in terms of this clause.

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

6. OUTWORK

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

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or 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).

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

7. HOURS OF WORK

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

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

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

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

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

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

(d) who is a female to work—

(i) between 18h00 and 06h00; or

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

5. AANSPOORINGSBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou gewees het as hy besoldig was volgens tyd gewerk, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid werk verrig of produksie gelewer: Met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, behalwe in die vorm van 'n aansporingskema oor die voorwaardes waarvan ooreengekom is soos in subklousules (2), (3) en (4) uiteengesit.

(2) 'n Werkgewer wat 'n aansporingskema wil begin, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep, wat na beraadslaging met enigeen van die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, op die voorwaardes van so 'n skema kan besluit.

(3) Die voorwaardes van so 'n aansporingskema en latere wysigings daarvan waarvoor die Komitee mag besluit het, moet op skrif gestel en deur die lede van die Komitee onderteken word en mag nie deur die Komitee gewysig of deur enigeen van die partye beëindig word nie, tensy die party wat die Ooreenkoms wil wysig of beëindig die ander party skriftelik kennis gee het waarvoor die partye ooreengekom het toe die Ooreenkoms aangegaan is.

(4) 'n Werknemer wat aansporingsbonusskema vir enige tydperk verrig, moet die volle bedrag betaal word wat hy verdien ooreenkomstig die aansporingsbonusskema waarvoor besluit is kragtens hierdie klousule.

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

6. BUITEWERK

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

(2) Geen werknemer wat in die Meubelnywerheid in diens is, mag, terwyl hy in diens van 'n werkgewer in dié Nywerheid is, werk in verband met die Meubelnywerheid vir eie rekening vir verkoop of namens 'n ander persoon of firma vir vergoeding vra, onderneem of bestellings daarvoor neem nie, afgesien daarvan of hy besoldiging daarvoor ontvang of nie.

(3) Geen werkgewer en/of werknemer mag enige werk in verband met die Meubelnywerheid onderneem op persele, uitgesonderd persele geregistreer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of werkwinkels geregistreer by die Raad wat uitsluitlik vir werk in die Meubelnywerheid gebruik word nie, behalwe buitewerk waarvoor in subklousule (1) voorsiening gemaak word.

(4) Geen werkgewer mag enige werk in verband met die vervaardiging van meubels, hetsy geheel of gedeeltelik, uitbestee nie, ongeag die materiaal wat gebruik word, behalwe in persele wat onderworpe is aan registrasie kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of werkwinkels wat by die Raad geregistreer is en wat uitsluitlik gebruik word vir werk in die Meubelnywerheid, uitgesonderd buitewerk waarvoor daar in subklousule (1) voorsiening gemaak word.

7. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as opsigter of vir die aflewering van goedere of boodskappe in diens is, vereis of hom toelaat om—

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

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

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

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

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

(d) as dit 'n vrou is—

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

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

(2) Notwithstanding the provisions of subclause (1) (a) and (b) of this clause and save as is provided in clause 10, Part I, 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) fixed by the Council by notice, in writing, to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

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

(b) on more than three consecutive days;

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

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

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

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

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

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

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

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

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

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

(5) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

8. SHORT-TIME

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

For the purposes of this clause, the following "sections" will be recognised: Polishing by hand or machine, furniture machining, furniture making, upholstering, veneering, frame-making and bedding-making.

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

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

(2) Ondanks subklousule (1) (a) en (b) van hierdie klousule en behoudens klousule 10, Deel I, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om vir 'n totale tydperk, in 'n bepaalde week, oortydwerk te verrig van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is, en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gespesifiseer word:

Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om—

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

(b) op meer as drie agtereenvolgende dae;

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

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

(i) voor die middag aan so 'n werknemer daarvan kennis gee; of

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

(iii) so 'n werknemer 'n toelae van minstens 15c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voor die oortydwerk begin.

(3) 'n Werknemer word geag te werk benewens 'n tydperk waarin hy werklik werk—

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

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

Met dien verstande dat as daar bewys word dat so 'n werknemer nie gewerk het nie en vry was om die perseel te verlaat gedurende 'n deel van enige tydperk in paragraaf (b) bedoel, die veronderstelling wat in hierdie subklousule gedoen word, nie ten opsigte van daardie deel van sodanige tydperk op sodanige werknemer van toepassing is nie.

(4) Elke werkgewer moet 'n kennisgewing in die vorm voorgeskryf in Aanhangsel B van hierdie Deel van die Ooreenkoms en waarin die aanvangs- en uitskei tyd van werk vir elke dag van die week en die etenspouse spesifiseer word in sy bedryfsinrigting vertoon op 'n plek wat vir sy werknemers geredelik toeganklik is.

(5) Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgewer hom 'n diensvrye dag van 24 agtereenvolgende uur toestaan ten opsigte van elke week diens: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan mag aftrek nie;

(ii) 'n werkgewer, in plaas daarvan om so 'n diensvrye dag aan sy wag toe te staan, so 'n wag die loon kan betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus minstens dubbel sy dagloon ten opsigte van dié dag wat nie toegestaan is nie.

8. KORTTYD

(1) As daar weens 'n handelslapse in 'n bedryfsinrigting gevind word dat dit onmoontlik is om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk op 'n billike wyse te verdeel onder die werknemers wat in 'n seksie geraak word en as dit nodig word om werknemers af te dank vir wie lone in klousule 1 van Deel II voorgeskryf word, moet die werknemers wat die laagste lone verdien, die eerste ontslaan word: Met dien verstande dat geen werknemer ontslaan mag word weens 'n handelslapse nie totdat die korttydwerkure oor 'n ononderbroke tydperk van vier weke tot minder as 35 per week daal.

Vir die toepassing van hierdie klousule, word die volgende "seksies" erken: Poleerwerk met die hand of 'n masjien, meubelmajinerie, meubelmakery, stoffeerwerk, fineerwerk, raammakery en beddegoedmakery.

(2) 'n Werknemer wat hom op 'n bepaalde dag op die gewone aanvangstyd van die bedryfsinrigting vir diens aanmeld en vir wie daar geen werk beskikbaar is nie, moet ten opsigte van dié dag minstens vier uur se besoldiging betaal word, tensy sy werkgewer hom vooraf kennis gegee het dat sy dienste nie op die betrokke dag vereis sou word nie.

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

9. PAYMENT OF WAGES AND OVERTIME

(1) Wages and overtime shall be paid weekly, in cash, on the pay-day of each establishment and not later than 15 minutes before the usual stopping time, or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

(2) Any remuneration due to an employee shall be handed to him in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked by the employee on a Sunday, a public holiday or during his free period;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

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

- (a) Except where otherwise provided in this Agreement an amount proportionate to any period when an employee is not at work otherwise than on the instructions or at the request of his employer;
- (b) with the written consent of the employee, deductions for sick, insurance, pension or other similar funds, membership of which is not compulsory in terms of any of the Council's agreements;
- (c) deductions in terms of clause 29 of Part I;
- (d) contributions in terms of clause 16 of Part I;
- (e) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (f) any amount which may be set off in accordance with common law against any debt owing to an employer by an employee;
- (g) subject to the provisions of clause 8, a deduction proportionate to the amount of short-time worked;
- (h) a deduction proportionate to any time that an establishment may be closed by a mutual arrangement between the employer and not less than 75 per cent of his employees.

10. OVERTIME

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) of this Part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (4) of this Part of the Agreement shall be regarded as overtime and shall, subject to the provisions of subclause (2) be paid as follows for each hour or part of an hour 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 a third times the hourly rate 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, or any time worked on Sundays at double the hourly rate of the employee concerned: Provided that for work performed on Sundays the employees shall be paid at least twice a full day's remuneration;

(c) for all hours worked in excess of the daily hours laid down in clause 7 (1) of this Part of the Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause at one and a third times the hourly rate;

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

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

9. BETALING VAN LONE EN BESOLDIGING VIR OORTYDWERK

(1) Lone en besoldiging vir oortydwerk moet weekliks in kontant betaal word op die betaaldag van elke bedryfsinrigting, minstens 15 minute voor die gewone uitskeityd, of by diensbeëindiging indien dit voor die gewone betaaldag geskied. Die betaaldag van elke bedryfsinrigting is Vrydag elke week, maar as Vrydag 'n dag is waarop nie gewerk word nie, is die laaste werkdag voor Vrydag die betaaldag.

(2) Besoldiging wat aan 'n werknemer verskuldig is, moet aan hom gegee word in 'n verseëde koevert of houer waarop die volgende besonderhede moet verskyn of wat vergesel moet gaan van 'n staat waarop die volgende besonderhede verskyn:

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy loonlysnommer en beroep;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal oortydure wat die werknemer gewerk het;
- (e) die getal ure wat die werknemer op 'n Sondag, openbare vakansiedag of gedurende sy vry periode gewerk het;
- (f) die werknemer se loon;
- (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (h) besonderhede van alle bedrae wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal is; en
- (j) die tydperk ten opsigte waarvan die betaling geskied;

en so 'n koevert of houer waarop dié besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

(3) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanvaar nie. Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van opleidingsskemas waartoe die werkgever regtens moet bydra.

(4) Geen vergoeding vir skade wat aan materiaal berokken is, mag geëis word of geen bedrag van enige aard, uitgesonderd die volgende, mag van die besoldiging wat aan 'n werknemer verskuldig is, afgetrek word nie:

- (a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, 'n bedrag in verhouding tot 'n tydperk wat 'n werknemer van die werk afwesig is, behalwe op las of op versoek van sy werkgever;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir siektebystands-, verskerings-, pensioen- of ander dergelike fondse, waarvan lidmaatskap nie ingevolge enigeen van die Raad se ooreenkomste verplichtend is nie;
- (c) aftrekkings ingevolge klousule 29 van Deel I;
- (d) bydraes ingevolge klousule 16 van Deel I;
- (e) bedrae wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (f) 'n bedrag wat volgens die gemene reg afgetrek mag word van 'n bedrag wat 'n werknemer aan 'n werkgever skuld;
- (g) behoudens klousule 8, 'n bedrag in verhouding tot die hoeveelheid korttyd wat gewerk is;
- (h) 'n bedrag in verhouding tot die tyd wat 'n bedryfsinrigting by onderlinge ooreenkoms tussen die werkgever en minstens 75 persent van sy werknemers gesluit mag wees.

10. OORTYDWERK

(1) Alle tyd wat daar langer gewerk word as die weeklikse of daaglikse ure voorgeskryf in klousule 7 (1) van hierdie Deel van die Ooreenkoms of buite die gewone werkure soos voorgeskryf in die kennisgewing wat ingevolge klousule 7 (4) van hierdie Deel van die Ooreenkoms vertoon moet word, word geag oortydwerk te wees en daar moet, behoudens subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur wat aldus gewerk is:

(a) Vir alle tyd gewerk na die gewone uitskeityd tot 22h00 op 'n bepaalde dag van Maandag tot Vrydag of tot 18h00 op Saterdag, een en 'n derde maal die uurloon van die betrokke werknemer;

(b) vir alle tyd gewerk tussen 22h00 en die gewone aanvangstyd van Maandag tot Vrydag, of na 18h00 op Saterdag, of enige tyd op Sondag gewerk, dubbel die uurloon van die betrokke werknemer: Met dien verstande dat die werknemers minstens dubbel 'n volle dag se besoldiging betaal moet word vir werk wat op Sondag verrig word;

(c) vir alle ure wat daar langer gewerk word as die daaglikse ure voorgeskryf in klousule 7 (1) van hierdie Deel van die Ooreenkoms, ten opsigte waarvan geen besoldiging vir oortydwerk kragtens paragrawe (a) en (b) van hierdie klousule betaalbaar is nie, een en 'n derde maal die uurloon;

(d) vir alle ure meer as 44 uur per week, een en 'n derde maal die uurloon.

(2) Waar oortydwerk wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat vir die betrokke werknemer die gunstigste is, aanvaar word.

(3) Notwithstanding the provisions of subclause (1), no overtime may be worked on a Saturday by an establishment working a five-day week, unless the employer concerned has obtained the prior permission of the Council in writing. All overtime worked on any day from Monday to Friday shall, within seven days of the day on which the overtime was worked, be notified in writing to the Council by the employer concerned.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee for whom wages are prescribed in Part II and who at the date on which this Agreement became binding 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 on the same class of work, receive a wage not lower than the wage he is receiving at such date, subject to the condition that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

12. HOLIDAYS AND HOLIDAY FUND

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

(a) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Republic Day, Christmas Day and New Year's Day shall be holidays on full pay. Each employee shall be paid in respect of each of these holidays the remuneration he would have received had he worked on that day: Provided that in the event of any such holiday falling on a Saturday, each employee shall, in addition to his ordinary remuneration, be paid in amount equal to eight and a half times his hourly rate, irrespective of whether the establishment in which he is employed observes a five- or six-day week.

(b) For the time worked on Easter Monday, the employer shall, in addition to the remuneration due in terms of paragraph (a), pay to each employee concerned remuneration at the hourly rate of such an employee.

(c) No employer shall require or permit an employee to work on Good Friday, Ascension Day, the Day of the Covenant and Republic Day when this day is required to be observed as a paid public holiday in terms of the Factories, Machinery and Building Work Act, 1941.

(d) Every establishment shall close and no employer shall require or permit an employee to perform work and no employee shall undertake to perform work in the Furniture Manufacturing Industry during the period between—

(i) finishing time on 19 December 1975 and starting time on 12 January 1976; and

(ii) finishing time on 22 December 1976 and starting time on 17 January 1977.

(2) (a) The fund known as the South Western Districts Furniture Holiday Fund (hereinafter referred to as the "Fund"), established in terms of the Agreement published in the Schedule to Government Notice 465, dated 1 April 1960, is hereby continued. Every employer shall each week pay into the Fund a sum equal to 12½ per cent during the period ending 10 November 1976, and 15 per cent thereafter, of the actual remuneration, excluding bonus payments earned by each of his employees during that week. When making such payment, the employer shall furnish a statement in the form prescribed in Annexure A to this Part of this Agreement.

(b) Notwithstanding the provisions of paragraph (a), the amounts of 12½ per cent and 15 per cent, as the case may be, may be reduced to 5 per cent of the remuneration paid to an employee in respect of any week during which the employee absents himself from work for any reason whatsoever, other than absence on the instructions or at the request of the employer: Provided that if an employee absents himself from work on account of illness, the employer may as a condition precedent to the payment of the latter amount, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided further, that the contribution of 5 per cent in respect of illness need not be paid for any period of absence in excess of 25 ordinary working days in any one year.

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

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

(3) Ondanks subklousule (1), mag geen oortydwerk op 'n Saterdag gewerk word in 'n bedryfsinrigting wat vyf dae per week werk nie, tensy die betrokke werkgever vooraf skriftelike toestemming van die Raad verkry. As oortydwerk op 'n bepaalde dag van Maandag tot Vrydag verrig word, moet die betrokke werkgever binne sewe dae vanaf die dag waarop die oortydwerk verrig is, die Raad skriftelik daarvan in kennis stel.

11. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

'n Werknemer vir wie lone in Deel II voorgeskryf word en wat op die datum waarop hierdie Ooreenkoms bindend word, 'n hoër loon ontvang as die minimum vir so 'n klas, moet, solank hy by dieselfde werkgever in dieselfde klas werk in diens bly, minstens die loon ontvang wat hy op dié datum ontvang het: Met dien verstande dat die Raad magtiging kan verleen dat sodanige hoër loon verlaag word tot die peil voorgeskryf in hierdie Ooreenkoms vir 'n werknemer van sy klas.

12. VAKANSIEDAE EN VAKANSIEFONDS

(1) Die volgende voorwaardes moet nagekom word deur alle werkgevers en werknemers vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word:

(a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Republiekdag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging. Elke werknemer moet ten opsigte van elk van hierdie vakansiedae die besoldiging betaal word wat hy sou ontvang het as hy op dié dag gewerk het: Met dien verstande dat as so 'n vakansiedag op 'n Saterdag val, elke werknemer, benewens sy gewone besoldiging, 'n bedrag van agt en 'n half maal sy uurloon betaal moet word, afgesien daarvan of die bedryfsinrigting waarin hy in diens is, vyf of ses dae per week werk.

(b) Vir tyd gewerk op Paasmaandag, moet die werkgever, benewens die besoldiging wat ingevolge paragraaf (a) verskuldig is, elk van die betrokke werknemers besoldig teen die uurskaal van so 'n werknemer.

(c) Geen werkgever mag van 'n werknemer vereis of hom toelaat om op Goeie Vrydag, Hemelvaartsdag, Geloftedag en Republiekdag te werk nie indien dié dag as openbare vakansiedag met besoldiging in ag geneem moet word ingevolge die Wet op Fabricke, Masjinerie en Bouwerk, 1941.

(d) Elke bedryfsinrigting moet gedurende ondergemelde tydperk sluit en geen werkgever mag van 'n werknemer vereis of hom toelaat om werk in die Meubelnywerheid te verrig nie en geen werknemer mag onderneem om sodanige werk te verrig nie tussen—

(a) die uitskeityd op 19 Desember 1975 en die aanvangs-tyd op 12 Januarie 1976; en

(b) die uitskeityd op 22 Desember 1976 en die aanvangs-tyd op 17 Januarie 1977.

(2) (a) Die Fonds bekend as die Vakansiefonds vir die Meubelnywerheid, Suidwestelike Distrikte (hierna die "Fonds" genoem), ingestel ingevolge die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing 465 van 1 April 1960, word hierby voortgesit. Elke werkgever moet elke week in die Fonds 'n bedrag inbetaal wat gelyk is aan 12½ persent gedurende die tydperk eindigende 10 November 1976, en 15 persent daarna, van die werklike besoldiging, met uitsluiting van bonusbetalings wat deur elkeen van sy werknemers in daardie week verdien is. Wanneer die werkgever sodanige inbetaling doen, moet hy 'n staat voorlê in die vorm wat in Aanhangsel A van hierdie Deel van hierdie Ooreenkoms voorgeskryf word.

(b) Ondanks paragraaf (a), kan die bedrae van 12½ persent en 15 persent, na gelang van die geval, verminder word na 5 persent van die besoldiging wat aan 'n werknemer betaal word ten opsigte van enige week waarin 'n werknemer van die werk afwesig is om enige rede hoe ook al, uitgesonderd afwesigheid op las of op versoek van die werkgever: Met dien verstande dat as 'n werknemer van die werk afwesig is weens siekte, die werkgever as 'n opskortende voorwaarde vir die betaling van laasgenoemde bedrag van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongesteldheid gemeld word: Voorts met dien verstande dat die bydrae van 5 persent ten opsigte van siekte nie betaal hoef te word nie vir enige tydperk van afwesigheid van meer as 25 gewone werkdade in enige bepaalde jaar.

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

(d) Bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet deur die werkgever betaal word benewens die loon of besoldiging vir oortydwerk wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, en mag nie van die loon of besoldiging vir oortydwerk van so 'n werknemer afgetrek word nie.

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

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

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

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

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

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

(j) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the Fund was established or continued in a subsequent agreement.

(k) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding, the Council shall, subject to the approval of the Industrial Registrar in terms of the first proviso to the said section of the Act, continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on such Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry of the South Western Districts to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of such Council for that purpose. In the event of there being no Council in existence, the Fund shall upon expiry of the Agreement be liquidated in the manner set forth in paragraph (l) of this subclause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the 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.

(l) Upon liquidation of the Fund, the moneys remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(m) A public accountant who shall be appointed by the Council and whose remuneration shall be decided on by the Council shall audit the accounts of the Fund at least once annually and not later 30 June in each year, prepare a statement showing—

(i) all moneys received—

(aa) in terms of paragraph (a) hereof;

(ab) from any other sources; and

(ii) expenditure incurred under all headings during the 12 months ended 30 June, preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statements and balance sheet countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Secretary for Labour.

(e) Die Raad moet 'n register byhou van elke werknemer ten opsigte van wie bydraes tot die Fonds ingevolge paragraaf (a) hiervan betaal word en die bedrag wat ten opsigte van dié werknemer aan die Fonds betaal is.

(f) Die Fonds moet gebruik word om 'n vakansiebonus op die volgende grondslag aan werknemers te betaal en die vakansiebonus het betrekking op die volgende tydperke:

Tussen 8 en 23 Desember moet elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ingevolge paragraaf (a) hiervan ten opsigte van hom aan die Fonds betaal is gedurende die jaar eindigende op die laaste betaaldag in Oktober.

(g) Die Raad kan die geld wat aan die Fonds behoort, van tyd tot tyd op vaste deposito of as onmiddellik opeisbaar by 'n bank of geregistreerde bouvereniging belê, en alle rente wat sodanige beleggings kweek, val aan die algemene fondse van die Raad toe as vergoeding vir die Raad se administrasie van die Fonds.

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

(i) As die boedel van 'n werkgewer gesekwestreer word, of as 'n maatskappy wat 'n werkgewer is, gelikwideer word, en geld wat so 'n werkgewer die Raad ingevolge paragraaf (a) hiervan ten opsigte van 'n dienstydperk van 'n werknemer van hoogstens 12 maande skuld, nie betaal is nie, moet die werknemer ten opsigte van wie die geld verskuldig is, geag word by sodanige sekwestrasie of likwidasië geregtig te wees op een en 'n half dag verlof vir elke maand van dié tydperk van hoogstens 12 maande.

(j) As hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk, moet die Fonds deur die Raad geadministreer word totdat dit of gelikwideer word of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Fonds gestig is of in 'n latere ooreenkoms voortgesit word.

(k) As die Raad ontbind word of ophou om ooreenkoms-ting artikel 34 (2) van die Wet te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad, behoudens die goedkeuring van die Nywerheidsregistrator ooreenkoms-ting die eerste voorbehoudsbepaling van genoemde artikel van die Wet, voortgaan om die Fonds te administreer en die lede van die Raad op die datum waar die Raad ophou funksioneer of ontbind word, word geag lede daarvan vir dié doel te wees: Met dien verstande egter dat 'n vakature wat in dié Raad ontstaan, deur die Registrator gevul kan word uit die geledere van die werkgewers en die werknemers in die Meubelnywerheid van die Suidwestelike Distrikte ten einde te verseker dat die ledetal van die Raad uit ewe veel werkgewers en werknemersvertegenwoordigers en hul plaasvervangers bestaan. As die Raad nie in staat is nie of onwillig is om sy pligte te vervul of as 'n dooiepuntonstaan wat die administrasie van die Fonds, na die mening van die Registrator, onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van dié Raad uit te voer, en dié trustee of trustees het vir daardie doel al die bevoegdhede van dié Raad. As daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms gelikwideer word op die wyse uiteengesit in paragraaf (l) van hierdie subklousule en as die sake van die Raad by dié verstryking reeds afgehandel en sy bates verdeel is, moet die saldo van die Fondsooreenkoms-ting artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(l) By die likwidasië van die Fonds moet die geld wat in die krediet van die Fonds staan na betaling van alle eise, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

(m) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad vasgestel moet word, moet minstens een keer per jaar voor of op 30 Junie in elke jaar die rekenings van die Fonds ouditeer en 'n staat opstel waarin die volgende voorkom:

(i) Alle geld ontvang—

(aa) ingevolge paragraaf (a) hiervan;

(ab) uit alle ander bronne; en

(ii) uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op die vorige 30 Junie geëindig het, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum aantoon. Ware kopieë van die geouditeerde state en balansstaat wat deur die Voorsitter van die Raad medeonderteken is, en van die ouditeur se verslag daarvoor moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeur se verslag moet so gou as moontlik, maar nie later nie as drie maande ná die einde van die tydperk waarvoor dit gaan, deur die Raad aan die Sekretaris van Arbeid gestuur word.

13. PROVISION OF TOOLS

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

The employer shall, at his expense, insure against loss or destruction by fire, the tools of the cabinetmakers in his employ. In this connection each cabinetmaker shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools. The Council may from time to time determine what tools a cabinetmaker should provide.

14. EXEMPTIONS

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption 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) forward a copy of the licence to the employer concerned and a further copy to the nearest Divisional inspector of the Department of Labour.

15. EXISTING CERTIFICATES

Notwithstanding the expiry of any previous agreements for the Industry, the Council shall continue to administer all or any learnership certificates issued under such previous Agreements until such certificates shall expire by 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 20c per week from the wages of each of his employees (other than learners and apprentices) for whom a wage of R13 or more is prescribed and 10c per week from the wages of each of his employees (other than learners and apprentices) for whom a wage of less than R13 per week is prescribed or such lesser amounts as the Council may determine: Provided that no deductions shall be made in cases where the total weekly earnings do not exceed R4,10.

To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 10th day of each month, the total sum to the Secretary of the Council, submitting at the time of payment an extract from his wage register showing the names of employees and 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, and every employer entering the Industry after that date shall within one month of commencement of operations by him forward to the Secretary of the Council the following particulars, which shall be in writing and signed by the employer:

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

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

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

13. VERSKAFFING VAN GEREEDSKAP

Die werkgewer moet meubelmakersbanke, klampe, hand-skroewe, lymotte en alle kwaste verskaf.

Die werkgewer moet op eie koste die gereedskap van die meubelmakers in sy diens teen verlies of vernietiging deur brand verseker. In dié verband is elke meubelmaker verplig om, wanneer dit van hom vereis word, 'n inventaris in te dien van die gereedskap in sy besit en moet hy voorts dié inligting verstrek wat die versekeraars van tyd tot tyd ten opsigte van genoemde gereedskap mag vereis. Die Raad kan van tyd tot tyd bepaal watter gereedskap 'n meubelmaker moet verskaf.

14. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling van enigeen van die bepalinge van die Ooreenkoms om 'n afdoende rede verleen.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word, asook die tydperk waarvoor dié vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goed dink, nadat een week skriftelike kennisgewing aan die betrokke persoon gegee is, 'n vrystellingserifikaat kan intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die Voor-sitter en Sekretaris van die Raad onderteken is en wat die volgende meld:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan hy vrygestel word;
- (c) die voorwaardes, vasgestel ooreenkomstig subklousule (2), waarop dié vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling geldig is; en
- (e) die rede waarom vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikaate wat uitgereik word, in volgorde nommer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (c) 'n kopie van die sertifikaat aan die betrokke werkgewer stuur en nog 'n kopie aan die naaste Afdelingsinspekteur van die Departement van Arbeid.

15. BESTAANDE SERTIFIKATE

Ondanks die verstryking van vorige ooreenkomste vir die Nywerheid, moet die Raad voortgaan om alle leerlingsertifikaate te administreer wat ingevolge dié vorige ooreenkomste uitgereik is totdat dié sertifikaate met verloop van tyd verstryk of andersins deur die Raad gekanselleer of ingetrek word.

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 20c per week van die lone van elkeen van sy werknemers (uitgesonderd leerlinge en vakleerlinge) aftrek vir wie 'n loon van R13 of meer voorgeskryf word, en 10c per week van die lone van elkeen van sy werknemers (uitgesonderd leerlinge en vakleerlinge) vir wie 'n loon van minder as R13 per week voorgeskryf word of dié kleiner bedrae wat die Raad mag bepaal: Met dien verstande dat geen bedrae afgetrek mag word in gevalle waar die totale weeklikse verdienste hoogstens R4,10 is nie.

Die werkgewer moet 'n gelyke bedrag voeg by die bedrag wat aldus afgetrek is en die totale bedrag voor of op die 10de dag van elke maand aan die Sekretaris van die Raad stuur. Hy moet ten tyde van die betaling 'n uittreksel uit sy loon register voorlê wat die name van werknemers toon asook die tydperk wat elk gewerk het ten opsigte van die bedrag wat gestuur is.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na dié datum tot die Nywerheid toetree, moet binne een maand nadat hy met sy werksaamhede begin het, die volgende besonderhede aan die Sekretaris van die Raad stuur, en sodanige besonderhede moet skriftelik verstrek en deur die werkgewer onderteken word:

- (a) Volle naam (waar die sakeonderneming 'n maatskappy of vennootskap is, moet die volle name van die verantwoordelike bestuurder en/of vennote verstrek word);
- (b) die adres waar die besigheid gedryf word en die woon-adres van die persone in subklousule (1) (a) van hierdie klousule bedoel;
- (c) die ambag of ambagie wat hy in die Nywerheid beoefen;
- (d) die name van sy werknemers en die beroep waarin hulle in diens is.

(2) Waar die werkgewer 'n vennootskap is, moet inligting omtrent elkeen van die vennote ooreenkomstig subklousule (1) verstrek word en daarby ook die naam waaronder die vennootskap sake doen.

(3) Elke werkgewer moet die Raad skriftelik in kennis stel van veranderinge ten opsigte van die besonderhede wat ingevolge subklousule (1) verstrek is, en dié kennisgewing moet binne 14 dae van dié verandering geskied.

18. WORKING PROPRIETORS AND PARTNERS

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 a legible copy of this Agreement in the form prescribed in the regulations under the Act in both official languages and in a conspicuous place where it is readily accessible to his employees.

20. KEEPING OF RECORDS

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

21. TRADE UNION REPRESENTATION 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

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

The agent shall have the right to—

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

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

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

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

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

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

24. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

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

18. WERKENDE EIENAARS EN VENNOTE

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

19. VERTONING VAN OOREENKOMS

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

20. BYHOU VAN REGISTERS

Die tyd- en loonregisters wat ingevolge artikel 57 van die Wet bygehou moet word, moet in 'n leesbare skrif met ink of op 'n ander goedgekeurde manier bygehou word.

21. VAKVERENIGINGSVERTEENWOORDIGERS IN DIE RAAD

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

22. ADMINISTRASIE VAN OOREENKOMS

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

23. AGENTE

(1) Die Raad moet een of meer aangewese persone as agente aanstel om te help met die toepassing van hierdie Ooreenkoms. Die agent het die reg om—

(a) enige perseel of plek waarin die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek as hy redelike gronde het om te vermoed dat enigeen daar werksaam is;

(b) enige werknemer wat hy in of in die omgewing van die perseel of plek vind, alleen of in die teenwoordigheid van 'n ander persoon, soos hy goed dink, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van dié werknemer te vereis om te antwoord op die vraag wat gestel word;

(c) te vereis dat kennisgewings, boeke, lysste of dokumente wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, voorgelê word, en om dit te ondersoek en 'n kopie daarvan te maak;

(d) te vereis dat alle betaalstate en boeke waarin daar boekgebou word van die werklike loon wat betaal word aan 'n werknemer wie se loon deur hierdie Ooreenkoms vasgestel word, getoon word en om dit te inspekteer, te ondersoek en 'n kopie daarvan te maak.

(2) Die agent mag 'n tolk met hom saamneem wanneer hy so 'n plek binnegaan, inspekteer of ondersoek.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat hierbo gemeld word.

24. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Lede van die vakverenigings stem in om slegs by lede van die werkgewersorganisasie diens te aanvaar en lede van die werkgewersorganisasie stem in om slegs lede van die vakverenigings in diens te neem: Met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgever of werknemer na die mening van die Raad sonder 'n grondige rede lidmaatskap van 'n party by hierdie Ooreenkoms geweier is: Voorts met dien verstande dat enigeen wat veronreg voel deur die Raad se beslissing waarby 'n besluit van die partye bekrachtig word, die feite onder die aandag van die Minister van Arbeid kan bring, en as die Minister, na beraadslaging met die Raad, so besluit, is hierdie subklousule nie van toepassing nie ten opsigte van so 'n persoon met ingang van 'n datum wat die Minister bepaal en waarvan die veronregte en die Raad in kennis gestel moet word.

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

(3) Bewys van lidmaatskap van een van die vakverenigings of die werkgewersorganisasie bestaan uit die voorlegging van 'n kaart en/of sertifikaat wat deur die sekretaris van die betrokke vakvereniging of organisasie onderteken is.

Die vakverenigings en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesit en geskors is. By ontvangs van dié lysste, moet die Sekretaris van die Raad die lid of lede van die betrokke vakvereniging of organisasie in kennis stel dat sy lidmaatskapkaart en/of -sertifikaat vir die toepassing van hierdie klousule nie meer geldig is nie.

Hierdie klousule is nie van toepassing nie op persone wat na die mening van die Raad sonder grondige rede lidmaatskap van 'n party by hierdie Ooreenkoms geweier is, mits die aansoeker dié weiering aan die Raad gerapporteer het.

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

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

25. WAGES

(1) Subject to the provisions of clauses 9, 10, 12 and 16 of this Part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II.

(2) Notwithstanding anything to the contrary contained herein, the wage of an employee—

(a) who on 10 November 1975 was in receipt of a wage higher than the wage prescribed for the class of work on which he was engaged and who is still in the employ of the same employer on the same class of work shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice R. 95, dated 25 January 1974, and the wage prescribed in this Agreement for the class of work on which he is employed;

(b) who, on 10 November 1976 is in receipt of a wage higher than that prescribed for the class of work on which he is engaged shall, with effect from 11 November 1976, be increased by an amount equal to the difference between the wage prescribed as at 10 November 1976 and the wage prescribed as at 11 November 1976 for the class of work on which he is employed.

(3) The provisions of subclause (2) shall not apply to office employees.

26. EMPLOYMENT OF MINORS

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

27. LEARNERS

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

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

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer and the period during which the permission shall be effective: Provided that the Council may, if it deems fit and if the provisions of subclause (7) 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 the Industry may in the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of subclause (1).

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

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

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

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

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

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

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

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

(5) Hierdie klousule is nie van toepassing nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, 'n uitnodiging weier van die betrokke vakvereniging om 'n lid daarvan te word, hierdie klousule onmiddellik in werking tree.

25. LONE

Behoudens klousules 9, 10, 12 en 16 van hierdie Deel van die Ooreenkoms, mag geen werkgewer laer lone betaal en mag geen werknemer laer lone aanneem as dié in Deel II voorgeskryf is.

(2) Ondanks andersluidende bepalings wat hierin vervat is, moet die loon van 'n werknemer—

(a) wat op 10 November 1975 'n hoër loon ontvang het as dié voorgeskryf vir die klas werk waarin hy in diens was en wat nog steeds by dieselfde werkgewer in dieselfde klas werk in diens is, met ingang van die datum waarop hierdie Ooreenkoms van krag word, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewernementskennigewing R. 95 van 25 Januarie 1974 en die loon voorgeskryf in hierdie Ooreenkoms vir die klas werk waarin hy in diens is;

(b) wat op 10 November 1976 'n hoër loon ontvang as dié voorgeskryf vir die klas werk waarin hy in diens is, met ingang van 11 November 1976 verhoog word met 'n bedrag gelyk aan die verskil tussen die voorgeskrewe loon soos op 10 November 1976 en die voorgeskrewe loon op 11 November 1976 vir die klas werk waarin hy in diens is.

(3) Subklousule (2) is nie op kantoorwerknemers van toepassing nie.

26. INDIENSNEMING VAN MINDERJARIGES

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

27. LEERLINGE

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

(2) Daar moet by die Raad op die voorgeskrewe vorm aansoek gedoen word om toestemming om as leerling te werk en die aansoek moet vergesel gaan van 'n doktersertifikaat in die vorm voorgeskryf in Aanhangsel C. Die koste van die geneeskundige ondersoek moet deur die voornemende werkgewer gedra word.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitreik wat die volgende toon: Die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgewer en die tydperk waarvoor die toestemming geldig is: Met dien verstande dat die Raad, as hy dit goeddink en as subklousule (7) van hierdie klousule nie meer van toepassing is nie, nadat een week skriftelike kennis aan die werkgewer en werknemer gegee is, 'n sertifikaat kan intrek wat kragtens hierdie subklousule uitgereik is, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(4) 'n Kopie van elke sertifikaat wat kragtens subklousule (3) van hierdie klousule uitgereik word, moet aan die werkgewer verskaf word en hy moet dit aan die Raad terugstuur wanneer dit nie meer geldig is nie.

(5) Ten einde die minimum loon vas te stel wat aan 'n leerling betaalbaar is, kan vorige ondervinding in die Nywerheid na goedvinde van die Raad in aanmerking geneem word, en die loonskaal moet vermeld word op die sertifikaat wat die Raad ingevolge subklousule (1) uitreik.

(6) (a) 'n Leerling mag nie sonder die goedkeuring van die Raad vir langer as drie maande gedurende die tydperk van sy leerlingkap dieselfde werk verrig nie.

(b) Die groepe werksaamhede ten opsigte waarvan leerlinge in beddegoedmakery aangeneem mag word, is—

- (i) die vleg van veedraadmaas;
- (ii) die maak van matrasse.

(c) Die werksaamhede ten opsigte waarvan lede in naaiers- of naaisterswerk aangeneem mag word, is—

- (i) glipsteekwerk, stik- en/of aanmekeerwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne, maar nie die sny van oortreksels nie;
- (ii) die sny van matrasslope en -oortreksels en kopkussings.

(7) (a) Die Raad kan op aansoek magtiging verleen vir die indiensneming van leerlinge in die volgende getalsverhoudings:

Twee leerlinge vir elke vyf werknemers wat die loon ontvang wat in klousule 1 van Deel II voorgeskryf word.

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

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

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

(d) The provisions of subclause (7) (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months.

(8) The period of learnership for the class of work referred to in clause 1 of Part II shall be four years: Provided that 50 per cent of the time spent at a Trade or Industrial School shall count as part of the learnership period. The period of learnership for the classes of work referred to in clauses 6 (1) and 10 of Part II shall be two years.

28. FORENOON AND AFTERNOON BREAKS

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

29. SUBSCRIPTION TO REGISTERED TRADE UNION

An employer shall deduct from the wages of an employee the amount of the employee's trade union subscriptions and shall, by the 20th day of each succeeding month hand the amount so deducted to the official appointed by the trade union to receive it or, alternatively, shall send it by post to the registered office of the trade union.

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

(1) An employer, who requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in Part II shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a) not less than the daily wage calculated on the highest weekly rate for the higher class; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class:

Provided that where the difference between classes is in terms of Part II based on experience, sex or age, the provisions of this clause shall not apply.

31. ABATEMENT OF WAGES

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

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

32. TERMINATION OF EMPLOYMENT

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

(2) Notwithstanding the provisions of subclause (1) of this clause, an employer and employee may agree to provide for a longer period of notice than one week. Failure to comply with such arrangement shall be a contravention of this clause: Provided that an employer may pay to an employee or an employee may pay or forfeit to an employer a week's wages for and in lieu of the prescribed period of notice or in the case of any agreement for a longer period of notice a correspondingly increased wage in lieu thereof.

Leerlingskap in beddegoedmakery, naaiers- of naaisterswerk word slegs toegestaan in 'n getalsverhouding van een leerling vir elke drie volwasse werknemers wat werksaam is in die groep werksaamhede in klousules 6 (1) en 10 van Deel II bedoel.

(b) Waar die Raad daarvan oortuig is dat behoorlike fasiliteite vir die opleiding van leerlinge bestaan en die vereiste getal volwassenes en/of werknemers wat lone gespesifiseer in klousule 1 van Deel II ontvang, nie beskikbaar is nie, mag die getalsverhouding van leerlinge vergroot word.

(c) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasiliteite verskaf word nie of wanneer hy 'n ander afdoende rede daartoe het, 'n sertifikaat in te trek wat kragtens hierdie klousule uitgereik is, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(d) Subklousule (7) (a) is nie van toepassing nie op bedryfs-inrigtings wat nog nie vir 'n aaneenlopende tydperk van 12 maande bestaan nie.

(8) Die leertyd vir die klasse werk wat in klousule 1 van Deel II van hierdie Ooreenkoms bedoel word, is vier jaar: Met dien verstande dat 50 persent van die tyd wat aan 'n ambag- of nywerheidskool deurgebring is, as deel van die leertyd tel. Die leertyd vir die klas werk in klousules 6 (1) en 10 van Deel II bedoel, is twee jaar.

28. VOOR- EN NAMIDDAGPOUSES

Daar moet elke dag aan elke werknemer 'n pouse van 10 minute in beide die voor- en namiddag toegestaan word, wat gereken moet word as tyd gewerk.

29. LEDEGELD VAN GEREGISTREERDE VAKVERENIGING

'n Werkgewer moet die werknemer se vakverenigingledegeld van die loon van daardie werknemer aftrek, en die bedrag wat aldus afgetrek is, teen die 20ste dag van elke daaropvolgende maand aan die beaampte oorhandig wat deur die vakvereniging aangestel is om dit te ontvang of anders dit per pos aan die geregistreerde kantoor van die vakvereniging stuur.

30. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

(1) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om benewens of in plaas van sy eie werk, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in Deel II voorgeskryf word, moet so 'n werknemer ten opsigte van daardie dag die volgende betaal:

(i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoogste weekloon vir die hoër klas werk; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken teen die hoogste weekloon vir die hoër klas werk:

Met dien verstande dat waar die verskil tussen die klasse ingevolge Deel II op ondervinding, geslag of ouderdom gebaseer is, hierdie klousule nie van toepassing is nie.

31. LOONSVERMINDERING

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

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

32. DIENSBEÏNDIGING

(1) 'n Werkgewer of werknemer wat 'n dienskontrak wil beëindig, moet een week kennis daarvan gee: Met dien verstande dat dit nie die reg van 'n werkgewer of werknemer raak om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie.

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werkgewer en werknemer besluit op 'n langer kennisgewingtermyn as een week. Versuim om so 'n reëling na te kom, is 'n oortreding van hierdie klousule: Met dien verstande dat 'n werkgewer een week se loon aan 'n werknemer kan betaal of 'n werknemer een week se loon aan 'n werkgewer kan betaal of verbeur in plaas van die voorgeskrewe kennisgewingtermyn of, in die geval van 'n ooreenkoms vir 'n langer kennisgewingtermyn, 'n ooreenstemmende hoër loon in plaas daarvan.

(3) The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 12 (1) (d) of Part I or any period of military training an employee is required to undergo, in pursuance of the Defence Act, 1957.

33. 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 on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

34. BASIS OF PAYMENT

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

35. NIGHT SHIFT WORK

Should an employer require to operate his establishment both during the day and night, any time worked after 18h00 until 06h00 shall be regarded as night shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night shift work must in addition to the prescribed wage rate receive an additional 10 per cent of the prescribed rate for all time worked during the night shift.

Time worked by an employee after the completion of his usual shift in the establishment concerned, shall be regarded as overtime and must be paid for at the rates prescribed in clause 10.

36. HOURLY RATE

Notwithstanding anything to the contrary contained in this Agreement, all work performed by an employee, excluding a watchman, shall be paid for at an hourly rate. The hourly rate shall be determined by dividing the wage prescribed in Part II for the class of work on which the employee is employed by 44.

(3) Die kennisgewingtermyn mag nie saamval nie met, of kennis mag nie gegee word gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 12 (1) (d) van Deel I of 'n tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957 moet ondergaan nie.

33. VERBOD OP INDIENSNEMING

Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van of werkverskaffing aan 'n werknemer in enige klas werk of op enige voorwaardes verbied, geag die werkgever te onthef van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom indien dié indiensneming of werkverskaffing nie verbode was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of werkverskaffing nie verbode was nie.

34. GRONDSLAG VAN BETALING

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

35. NAGSKOFWERK

As 'n werkgever vereis dat sy bedryfsinrigting gedurende sowel die dag as die nag werk, moet alle tyd wat na 18h00 en tot 06h00 gewerk word, as nagskofwerk beskou word. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en van wie vereis of wat toegelaat word om nagskofwerk te verrig, moet benewens die voorgeskrewe loon 'n bykomende 10 persent van die voorgeskrewe loon ontvang vir alle tyd wat gedurende die nagskof gewerk is.

Die tyd wat 'n werknemer werk na die voltooiing van sy gewone skof in die betrokke bedryfsinrigting, moet as oortyd beskou word en die lone voorgeskryf in klousule 10 moet daarvoor betaal word.

36. UURLOON

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet 'n uurloon betaal word vir alle werk wat werknemers, uitgesonderd 'n wag, verrig. Die uurloon moet bereken word deur die loon in Deel II voorgeskryf vir die klas werk wat die werknemer verrig, deur 44 te deel.

ANNEXURE A

[Statement submitted in terms of clause 12 (2) (a) of Part I of the Agreement]

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH WESTERN DISTRICTS MONTHLY RETURN OF WAGES PAID AND DEDUCTIONS MADE FROM WAGES OF EMPLOYEES IN TERMS OF THE AGREEMENT

Cheques to be forwarded, not later than the 10th day of each month, to the Secretary, P.O. Box 2221, Port Elizabeth, 6056.

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

N.B.—Information called for in all columns must be furnished.

Identity number	Surname and initials of employee	Occupation	Hourly rate	Number of hours worked during week ended	Total wages paid for week ended	Total wages paid for month	Amount on which contribution is to be calculated	Amount due to the Fund
			R		R	R	R	R
							Percentage of Total R	

ANNEXURE B

[Notice required under clause 7 (4) of Part I of the Industrial Council Agreement]

Day	Starting time	Finishing time	Meal interval
Mondays.....	h..... to	h..... to	h..... to
Tuesdays.....	h..... to	h..... to	h..... to
Wednesdays.....	h..... to	h..... to	h..... to
Thursdays.....	h..... to	h..... to	h..... to
Fridays.....	h..... to	h..... to	h..... to
Saturdays.....	h..... to	h..... to	h..... to
Forenoon break.....	h..... to	h..... to	h..... to
Afternoon break.....	h..... to	h..... to	h..... to

ANNEXURE C

[Medical certificate under clause 27 (2) of Part I of the Agreement for the Furniture Manufacturing Industry]

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

sex.....race....., who states that his/her present age is....., with the following results:

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

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 other trade, without danger to himself/herself or others.

Place.....

Medical officer

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

AANHANGSEL A

[Staat ingedien ingevolge klousule 12 (2) (a) van Deel I van die Ooreenkoms]

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE

MAANDELIKSE OPGAWE VAN LONE BETAAL EN AFTREKKINGS GEDOEN VAN LONE VAN WERKNEMERS INGEVOLGE DIE OOREENKOMS

Tjeks moet voor of op die 10de dag van elke maand gestuur word aan die Sekretaris, Posbus 2221, Port Elizabeth, 6056.

Naam en adres van firma..... Maand.....

L.W.—Inligting wat in alle kolomme gevra word, moet verstrek word.

Persoons- nommer	Familienaam en voor- letters van werknemer	Beroep	Uur- loon	Getal ure gewerk gedurende week geëindig	Totale lone betaal vir week geëindig	Totale lone betaal vir maand	Bedrag waarop bydrae berekend moet word	Bedrag aan die Fonds verskuldig
			R		R	R	R	R
								Persentasie van Totaal R

AANHANGSEL B

[Kennisgewing vereis ingevolge klousule 7 (4) van Deel I van die Nywerheidsraadooreenkoms]

Dag	Aanvangstyd	Uitskeityd	Etenspouse
Maandae.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Dinsdae.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Woensdae.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Donderdae.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Vrydae.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Saterdag.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Voormiddagpouse.....	h..... tot h.....	h..... tot h.....	h..... tot h.....
Namiddagpouse.....	h..... tot h.....	h..... tot h.....	h..... tot h.....

AANHANGSEL C

[Doktersertifikaat ingevolge klousule 27 (2) van Deel I van die Ooreenkoms vir die Meubelnywerheid]

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

geslag....., ras....., wat verklaar dat sy/haar ouderdom tans..... is, medies ondersoek het, en die volgende bevind het:

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

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

Plek.....

Mediese beampte

Datum.....

PART II

WAGES

1. With the exception of the employees referred to in clauses 2 to 21 inclusive hereunder, every employer shall pay to each of his employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry, a wage of not less than that specified below:

	Per week R
From date of coming into operation of the Agreement until 10/11/76	49,28
Thereafter.....	54,12

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

(a) From the date on which this Agreement comes into operation until 10 November 1976—

	Per week R
for the first year of employment.....	17,60
for the second year of employment.....	20,24
for the third year of employment.....	25,08
for the fourth year of employment.....	29,04
thereafter, the wage prescribed in clause 1 of Part II.	

(b) From 11 November 1976—

	Per week R
for the first year of employment.....	19,80
for the second year of employment.....	22,24
for the third year of employment.....	27,28
for the fourth year of employment.....	32,56
thereafter, the wage prescribed in clause 1 of Part II.	

3. All juveniles: The minimum wage prescribed for adult employees on the same class of work.

4. Employees engaged in—

- (1) positioning of wooden and metal lathes and crossbars to frames for upholstery;
- (2) fixing of ready-made cane mats;
- (3) setting up and operating single drum sander;
- (4) boring holes;
- (5) morticing on the mortice machine only;
- (6) operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
- (7) filling of cushions with spring intersections and/or spring units;

	Per week R
From date of coming into operation of the Agreement until 10/11/76	33,00
Thereafter.....	36,08

5. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand or machine;
- (3) knocking in wooden dowels, by hand;
- (4) sandpapering by hand and/or portable sander regardless of whether the articles papered are stationery or rotating, operating open belt sander, open disc sander, bobbin sander, or air filled sander;
- (5) bending of solid timber by hand or mechanical process;
- (6) knocking of sockets for castors;
- (7) filling of holes or cracks in furniture with wood filler or similar substances;
- (8) fixing bed irons, domes and castors;
- (9) the application of wax;
- (10) the painting and/or filling of edges;
- (11) the removal of doors and fittings prior to preparation for polishing;
- (12) filling in with plaster of paris or any other filling material;
- (13) bleaching of furniture with acids or any other bleaching agent;
- (14) stripping of polished surface;
- (15) staining, oiling, filling and/or reviving by hand only;
- (16) webbing;
- (17) tacking of plywood onto loose seats for upholstery purposes;
- (18) spraying of metal;
- (19) riempie work;
- (20) hooking on of helical springs and/or chain and/or zigsag or no-sag type springing;
- (21) teasing coir or other materials by machine;
- (22) stipling and punching the background of carving;
- (23) scraping by hand;

DEEL II

LONE

1. Met uitsondering van die werknemers bedoel in klousules 2 tot en met 21 hieronder, moet elke werkgever aan elk van sy werknemers in diens in een van of al die werksaamhede wat in die Meubelnywerheid verrig word, minstens die volgende loon betaal:

	Per week R
Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76	49,28
Daarna.....	54,12

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

(a) Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 10 November 1976—

	Per week R
vir die eerste jaar diens.....	17,60
vir die tweede jaar diens.....	20,24
vir die derde jaar diens.....	25,08
vir die vierde jaar diens.....	29,04
daarna, die loon voorgeskryf in klousule 1 van Deel II.	

(b) Vanaf 11 November 1976—

	Per week R
vir die eerste jaar diens.....	19,80
vir die tweede jaar diens.....	22,24
vir die derde jaar diens.....	27,28
vir die vierde jaar diens.....	32,56
daarna, die loon voorgeskryf in klousule 1 van Deel II.	

3. Alle jeugdiges: Die minimum loon voorgeskryf vir volwasse werknemers wat dieselfde klas werk verrig.

4. Werknemers wat—

- (1) hout- en metaallatte en dwarsstawe in posisie plaas op rame vir stoffeerwerk;
- (2) klaargemaakte rottangmatte vassit;
- (3) enkeltromskuurder opstel en bedien;
- (4) gate boor;
- (5) slegs met behulp van 'n tapmasjien tapgate maak;
- (6) skarnieruitholmasjien bedien met die doel om holtes vir slotte en skarniere uit te sny;
- (7) stoelkussings met veerbinnewerk en/of veereenhede vul;

	Per week R
Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76	33,00
Daarna.....	36,08

5. Werknemers wat—

- (1) boutwerk verrig;
- (2) tappenne en ander penne van hout met die hand of 'n masjien maak en/of spits maak;
- (3) houttappenne met die hand inslaan;
- (4) met die hand en/of 'n draagbare skuurmasjien skuurwerk verrig, afgesien daarvan of die artikels wat geskuur word, stilstaan of draai, 'n oopband-, oopskyf-, tol- of lugskuurder bedien;
- (5) soliede hout met die hand of deur middel van 'n meganiese proses buig;
- (6) sokke vir rolwiele inslaan;
- (7) gate of barste in meubels met houtvulsel of dergelike stowwe vul;
- (8) katelysters, koepels en rolwiele vassit;
- (9) was aanbring;
- (10) kante verf en/of opvul;
- (11) deure en los toebehore verwyder voordat stukke vir poleerwerk voorberei word;
- (12) vulwerk met gips of 'n ander vulstof verrig;
- (13) meubels met sure of enige ander bleikmiddel bleik;
- (14) gepoleerde oppervlakke stroop;
- (15) slegs met die hand beits, olie, opvul en/of vernuwe;
- (16) webwerk verrig;
- (17) laaghout vir stoffeerdoeleindes aan los sitplekke vasspyker;
- (18) metaal bespuit;
- (19) riempieswerk verrig;
- (20) heliese vere en/of ketting- en/of sigsag- of nie-sak-kende tipe vere vashaak;
- (21) klapperhaar of ander materiale met 'n masjien uitpluis;
- (22) stippel- en ponswerk aan die agtergrond van houtsnywerk verrig;
- (23) met die hand skraap;

- (24) rasping by hand;
 (25) filing by hand;
 (26) spokeshaving by hand:

	Per week R
From date of coming into operation of the Agreement until 10/11/76	20,68
Thereafter.....	23,32

6. Employees engaged in bedding-making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, 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 spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, and helical springs to frames for bedding, but excluding the undermentioned sundry operations:

- (1) Weaving of spring mesh;
- (2) stuffing filling into mattress cases, whether by hand or machine;
- (3) side stitching;
- (4) tufting, whether by hand or machine;
- (5) operating a border quilting machine;
- (6) operating a top quilting machine;
- (7) preparing frames and rollers for top quilting machine;
- (8) securing, sewing or stapling interlaced pads to spring units, whether by hand or machine;
- (9) filling of cushions with spring interiors and/or spring units;
- (10) laying out filling material upon a spring unit;
- (11) securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress;
- (12) tape edging a spring interior mattress;
- (13) roll edging by hand or machine:

	Per week R
From date of coming into operation of the Agreement until 10/11/76	33,00
Thereafter.....	36,08

7. Employees engaged in—

- (1) cutting tops, borders and cases;
- (2) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;
- (3) sewing mattress handles to borders;
- (4) sewing of quilted borders on to mattress units prior to tape edging;
- (5) closing up, by hand or machine, the mouth of a mattress;
- (6) joining border lengths;
- (7) closing pillows, cushions, bolsters:

	Per week R
From date of coming into operation of the Agreement until 10/11/76	26,40
Thereafter.....	29,04

8. Employees engaged in—

- (1) bolting by hand of bed mattress frames, studio couch frames and cots;
- (2) preparing spools for a border quilting machine;
- (3) cutting quilted borders to length;
- (4) punching holes in mattress borders;
- (5) fitting ventilators and handles to mattress borders;
- (6) feeding the interlacing machine;
- (7) cutting and making of pads, irrespective of materials used;
- (8) positioning of lathes or crossbars or fixing webbing to mattress or bed frames;
- (9) staining mattress frames;
- (10) affixing lugs to mattress frames;
- (11) positioning and securing a mesh to a mattress frame;
- (12) hanging loops on needles in compression tufting;
- (13) loading, wheeling and operating a cloth spreading machine;
- (14) operating a teasing machine;
- (15) attending a loop making machine;
- (16) attaching loops to buttons or tufts;
- (17) fitting castors and sockets;
- (18) staining and/or varnishing, by hand, frames for bedding;
- (19) 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;

- (24) met die hand rasper;
 (25) met die hand vyl;
 (26) met die hand speekskaaf:

	Per week R
Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76	20,68
Daarna.....	23,32

6. Werknemers wat beddegoed maak, d.w.s. betrokke is by die vervaardiging, met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle tipes matrasse wat gevul is met klapperhaar, haaryvel, vlok, kapok, katoenvulsel, hare, veselwol, vere, gras, kaf, strooi, rubber of enige ander dergelyke stowwe; of 'n kombinasie van veerbinnewerk, alle tipes draad-, ketting en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, alle tipes vere en/of veereenhede, kopkussings, stoelkussings, peule, beleglae, bedspreie, die vasslaan en/of vashaak van veermatrasdrade, kettingveermaas, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd ondergenoemde diverse werksaamhede:

- (1) Veermaas vleg;
- (2) vulsel in matrasslope stop, hetsy met die hand of 'n masjien;
- (3) systikwerk verrig;
- (4) kwassies maak, hetsy met die hand of 'n masjien;
- (5) 'n randdeurstikmasjien bedien;
- (6) 'n topdeurstikmasjien bedien;
- (7) rame en rollers vir 'n topdeurstikmasjien berei;
- (8) deureengevlegte kussings aan veereenhede vasheg, -stik of -kram, hetsy met die hand of 'n masjien;
- (9) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (10) vulmateriaal op 'n veereenheid rangskik;
- (11) matrastoppe, hetsy deurgestik of nie, in posisie vassit om 'n voorafgeboorde binnewerk of binneveermatras te bou;
- (12) bande aan die kante van binneveermatrasse aanbring;
- (13) rolkantwerk met die hand of 'n masjien doen:

	Per week R
Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76	33,00
Daarna.....	36,08

7. Werknemers wat—

- (1) toppe, kante en oortreksels sny;
- (2) alle stikwerk verrig wat nodig is by die vervaardiging van toppe, kante, matrasslope, ateljeerusbankoortreksels en onderdele daarvan;
- (3) matrashandvatsels aan kante stik;
- (4) gestikte kante aan matraseenhede stik voor die stik van bande;
- (5) die bek van die matras met die hand of 'n masjien toewerk;
- (6) kantlengtes las;
- (7) kopkussings, stoelkussing en peule toewerk:

	Per week R
Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76	26,40
Daarna.....	29,04

8. Werknemers wat—

- (1) bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (2) spoel vir 'n randdeurstikmasjien berei;
- (3) gestikte kante volgens lengte sny;
- (4) gate in matraskante pons;
- (5) ventileerders en handvatsels aan matraskante aanbring;
- (6) 'n deurvlegmasjien voer;
- (7) kussinkies sny en maak, afgesien van die materiaal gebruik;
- (8) latte of dwarsstawe in posisie plaas of touweefsel aan matras- of bedrame heg;
- (9) matraskante beits;
- (10) kloue aan matraskante heg;
- (11) 'n maas in 'n matraskante in posisie plaas en vasmaak;
- (12) lusse by drukmatrassteekwerk aan naalde hang;
- (13) 'n doekspreimasjien laai, stoot en bedien;
- (14) 'n pluismasjien bedien;
- (15) 'n lusmasjien bedien;
- (16) lusse aan knope of kwassies heg;
- (17) rolwiele en sokke aansit;
- (18) rame vir beddegoed met die hand beits en/of vernis;
- (19) geweefde draadmaas en kettingveermaas in rame vir beddegoed monteer, daaraan vasslaan of -haak, afgesien van die materiaal waarvan die rame gemaak is;

- (20) fixing bed irons;
 (21) attaching spring units to bed frames:

Per week
R

From date of coming into operation of the Agreement until 10/11/76 21,34
 Thereafter..... 23,32

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

For the first six months of employment: 40 per cent of the wage prescribed in clause 6;
 for the second six months of employment: 50 per cent of the wage prescribed in clause 6;
 for the third six months of employment: 60 per cent of the wage prescribed in clause 6;
 for the fourth six months of employment: 70 per cent of the wage prescribed in clause 6;
 thereafter the wage prescribed in clause 6.

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

Per week
R

From date of coming into operation of the Agreement until 10/11/76 28,16
 Thereafter..... 30,80

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

For the first six months of employment: 40 per cent of the wage prescribed in clause 10;
 for the second six months of employment: 50 per cent of the wage prescribed in clause 10;
 for the third six months of employment: 60 per cent of the wage prescribed in clause 10;
 for the fourth six months of employment 70 per cent of the wage prescribed in clause 10;
 thereafter, the wages prescribed in clause 10.

12. Employees engaged in—

- (1) cleaning and sweeping premises;
- (2) cleaning machinery, plants, tools, spray guns and utensils;
- (3) oiling and greasing machines and/or vehicles;
- (4) lime washing;
- (5) loading and/or unloading vehicles;
- (6) handling materials;
- (7) pushing or pulling a vehicle or handcart;
- (8) delivery by manually propelled vehicles;
- (9) unpacking, baling and unbaling raw materials;
- (10) cleaning and blowing down of equipment;
- (11) attending boiler, incinerator and/or oven;
- (12) loading and unloading kilns;
- (13) making tea or other similar beverages;
- (14) the treatment of timber for preservation;
- (15) packing articles into cartons and/or cardboard containers;
- (16) packing articles into cartons and thereafter filling and closing such cartons and containers;
- (17) washing and/or wiping off glue;
- (18) stripping second-hand upholstery and bedding;
- (19) assisting a furniture machinist in handling materials before and after machining;
- (20) cutting metal rods, cutting hinges, metal tubes, metal strips, chain wire, hoop-iron and all similar materials;
- (21) riveting or making threads on iron bolts and rods;
- (22) operating presses of any type;
- (23) baling and dipping of upholstery springs;
- (24) attending to dust bags and/or cyclones from sanding machines;
- (25) glueing sandpaper discs;
- (26) wrapping in paper or cardboard;
- (27) insertion of rubber units into mattress cases;
- (28) cutting of rubber units;
- (29) taping of veneers and attending veneer presses;
- (30) removing, washing and/or cleaning off glue and paper from pressed veneers;
- (31) straightening and/or cutting hoop-iron used for webbing;
- (32) filling of pillows, cushions and bolsters with substances or materials other than spring interior and/or spring units;
- (33) beating and/or teasing coir by hand;
- (34) cleaning metal rods;
- (35) mass-measuring pillows, bolsters quilts and cushions;

- (20) kateysters vassit;
 (21) veereenhede aan bedrame heg:

Per week
R

Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76 21,34
 Daarna..... 23,32

9. Leerlinge in diens om die klasse werk in klousule 6 bedoel, te leer:

Vir die eerste ses maande diens: 40 persent van die loon in klousule 6 voorgeskryf;
 vir die tweede ses maande diens: 50 persent van die loon in klousule 6 voorgeskryf;
 vir die derde ses maande diens: 60 persent van die loon in klousule 6 voorgeskryf;
 vir die vierde ses maande diens: 70 persent van die loon in klousule 6 voorgeskryf;
 daarna die loon in klousule 6 voorgeskryf.

10. Werknemers wat uitsluitlik of gedeeltelik werksaam is in enigeen van die volgende werksaamhede of prosesse wat met die hand of 'n meganiese toestel verrig of uitgevoer word: Glip-steekwerk aan, stik- en/of aanmekeerwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne, maar nie die sny van oortreksels nie:

Per week
R

Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76 28,16
 Daarna..... 30,80

11. Leerlinge in diens om die klas werk in klousule 10 bedcel, te leer:

Vir die eerste ses maande diens: 40 persent van die loon in klousule 10 voorgeskryf;
 vir die tweede ses maande diens: 50 persent van die loon in klousule 10 voorgeskryf;
 vir die derde ses maande diens: 60 persent van die loon in klousule 10 voorgeskryf;
 vir die vierde ses maande diens: 70 persent van die loon in klousule 10 voorgeskryf;
 daarna, die loon in klousule 10 voorgeskryf.

12. Werknemers wat—

- (1) persele skoonmaak en vee;
- (2) masjinerie, uitrusting, gereedskap, sproeispuite en gerei skoonmaak;
- (3) masjiene en/of voertuie olie en smeer;
- (4) afwitwerk verrig;
- (5) voertuie laai en/of aflaai;
- (6) materiale hanteer;
- (7) 'n voertuig of handkar stoot of trek;
- (8) met handvoertuie aflewer;
- (9) grondstowwe uitpak, baal en uit bale haal;
- (10) uitrusting skoonmaak en afblaas;
- (11) 'n stoomketel, verbrandingsoond en/of oond bedien;
- (12) oonde vol- en leegmaak;
- (13) tee of ander dergelike drankte maak;
- (14) hout vir preservering behandel;
- (15) artikels in kartonne en/of kartonhouers verpak;
- (16) artikels in kartonne verpak en daarna dié kartonne en houers volmaak en toemaak;
- (17) lym afwas en/of afvee;
- (18) tweedehandse stoffeerwerk en beddegoed stroop;
- (19) 'n meubelmajinijs bystaan met die hantering van materiaal voor en na masjinerie;
- (20) metaalstange, skarniere, metaalbuise, metaalstroke, ketting, draad, hoepelyster en alle dergelike materiaal sny;
- (21) klinknaelwerk verrig of skroefdraad aan ysterboute en -stange sny;
- (22) enige soort pers bedien;
- (23) stoffeervere baal en indompel;
- (24) stofsakke en/of siklone van skuurmasjiene versorg;
- (25) skuurpapierskywe vaslym;
- (26) goedere in papier of karton toedraai;
- (27) rubbereenhede in matrasslope plaas;
- (28) rubbereenhede sny;
- (29) fineerstukke met band vasmaak en fineerperse bedien;
- (30) lym en papier van geperste vineerwerk verwyder, afwas en/of afvee;
- (31) hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny;
- (32) kopkussings, stoelkussings en peule met ander stowwe en materiaal as veerbinnewerk en/of veereenhede vul;
- (33) klapperhaar met die hand uitklop en/of uitpluis;
- (34) metaalstange skoonmaak;
- (35) kopkussings, peule, dekens en stoelkussings massameet;

- (36) teasing coir or any other materials by hand;
 (37) stripping bedding;
 (38) removing glue from furniture;
 (39) bending, punching, riveting, drilling and/or assembling metal parts;
 (40) glue mixing, mass-measuring and preparing;
 (41) the application and/or spreading of glue, and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employees referred to in sub-clause (45) hereunder;
 (42) operating the tenon squashing machine;
 (43) marking by template pattern and/or jig in preparation for machining;
 (44) marking of pattern template and/or jig;
 (45) the putting together or assembling of furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;
 (46) making and jointing sandpaper or discs and belts for open belt sanders;
 (47) straining of materials;
 (48) taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing;
 (49) tapeless jointing by machine;
 (50) loading and unloading vacuum bag and press of any kind;
 (51) washing of gum or other tapes;
 (52) stacking parts after pressing;
 (53) assisting upholsterer in holding cover:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

16,72

Thereafter..... 18,92

13. Employees employed—

(1) in welding other than spot welding;

(2) in the maintenance of machinery:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

47,96

Thereafter..... 52,36

14. Employees employed in spot welding:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

31,46

Thereafter..... 34,32

15. Employees employed as a despatch clerk, storeman or time-keeper:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

26,62

Thereafter..... 29,04

16. Employees employed as caretaker, watchman:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

22,44

Thereafter..... 24,64

17. Employees employed as packers:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

20,24

Thereafter..... 22,00

18. Employees employed as learner packers:

Per week

R

During the first year of employment..... 13,64

During the second year of employment..... 14,96

Thereafter the rate prescribed in clause 17 of Part II of the Agreement.

19. 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:

Per week

R

From date of coming into operation of the Agreement

until 10/11/76

18,04

Thereafter..... 19,58

- (36) klapperhaar of enige ander materiaal met die hand uitpluis;
 (37) beddegoed stroop;
 (38) lym van meubels verwyder;
 (39) metaaldele buig, pons, vasslaan, boor en/of inmeekaarsit;
 (40) lym meng, massameet en voorberei;
 (41) lym en lymverhardingsmiddels met die hand, 'n kwas of masjien aanbring en/of spreid, maar uitdruklik met dié uitsondering dat meubelonderdele nie saamgevoeg of inmeekaargesit mag word nie. Hierdie uitsondering is nie van toepassing op werknemers in subklousule (45) hieronder bedoel nie;
 (42) tapplatdrukmasjiene bedien;
 (43) met 'n patroon en/of setmaat merk ter voorbereiding vir masjinerie;
 (44) 'n patroon en/of setmaat afmerk;
 (45) meubeldele wat vasgekram, geklamp of gepeers moet word, inmeekaarsit of monteer: Met dien verstande dat die getalsverhouding van werknemers wat hierdie werksaamheid verrig tot werknemers wat die loon voorgeskryf in klousule 1 van hierdie Deel ontvang en wat kramp-, klamp- of perswerk verrig, hoogstens twee tot een mag wees;
 (46) skuurpapier of skywe en bande vir oopbandskuurders maak en las;
 (47) materiaal span;
 (48) fineerhout, laaghout en hardebord op rame of kernmateriaal vir perswerk met band vasmaak, vaskram en/of vasspyker;
 (49) bandlose laswerk met 'n masjien verrig;
 (50) enige soort vakuumsakke en -perse laai en ontlai;
 (51) gegomde of ander bande afwas;
 (52) dele opstapel nadat dit gepeers is;
 (53) 'n stoffeerder help deur 'n oortreksel vas te hou:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

16,72

Daarna..... 18,92

13. Werknemers wat—

(1) sweiswerk verrig, uitgesonderd puntsweiswerk;

(2) masjinerie onderhou:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

47,96

Daarna..... 52,36

14. Werknemers wat puntsweiswerk verrig:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

31,46

Daarna..... 34,32

15. Werknemers wat as 'n versendingsklerk, pakhuisman of 'n tydhouer in diens is:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

26,62

Daarna..... 29,04

16. Werknemers in diens as opsigter of wag:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

22,44

Daarna..... 24,64

17. Werknemers in diens as verpakkers:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

20,24

Daarna..... 22,00

18. Werknemers in diens as leerling-verpakkers:

Per week

R

Gedurende die eerste jaar diens..... 13,64

Gedurende die tweede jaar diens..... 14,96

Daarna, die loon voorgeskryf in klousule 17 van Deel II van die Ooreenkoms.

19. Werknemers in diens in verband met enigeen van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en onderdele daarvan:

Per week

R

Vanaf die datum waarop die Ooreenkoms in werking

tree tot 10/11/76

18,04

Daarna..... 19,58

20. Employees employed as office messengers:

	<i>Per week</i> R
From date of coming into operation of the Agreement until 10/11/76	16,50
Thereafter	18,04

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

	<i>Per month</i> R
Male—	
first year of employment	42,00
second year of employment	62,00
third year of employment	83,00
fourth year of employment	101,00
fifth year of employment	116,00
thereafter	131,00
Female—	
first year of employment	41,00
second year of employment	51,00
third year of employment	59,00
fourth year of employment	76,00
thereafter	86,00

This Agreement signed on behalf of the parties on this 12th day of September 1975.

P. J. VAN REENEN, Chairman of the Council.

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

A. S. YOUNG, Secretary of the Council.

20. Werknemers in diens as kantoorbodes:

	<i>Per week</i> R
Vanaf die datum waarop die Ooreenkoms in werking tree tot 10/11/76	16,50
Daarna	18,04

21. Kantoorwerknemers: Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende die minimum lone wat aan manlike en vroulike kantoorwerknemers betaalbaar is:

	<i>Per maand</i> R
Mans—	
eerste jaar diens	42,00
tweede jaar diens	62,00
derde jaar diens	83,00
vierde jaar diens	101,00
vyfde jaar diens	116,00
daarna	131,00
Vroue—	
eerste jaar diens	41,00
tweede jaar diens	51,00
derde jaar diens	59,00
vierde jaar diens	76,00
daarna	86,00

Hierdie Ooreenkoms namens die partye op hede die 12de dag van September 1975 onderteken.

P. J. VAN REENEN, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

No. R. 2133 14 November 1975

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, SOUTH WESTERN DISTRICTS

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, South Western Districts, published under Government Notice R. 2132 of 14 November 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. 2133 14 November 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE

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, Suidwestelike Distrikte, gepubliseer by Goewermentskennisgewing R. 2132 van 14 November 1975, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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