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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 969

11 June 1976

INDUSTRIAL CONCILIATION ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE.—MAIN AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 March 1978, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and the 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 and clause 3 (6) (b) of Part III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 March 1978, 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 the second Monday after the date of publication of this notice and for the period ending 17 March 1978, 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 and clause 3 (6) (b) of Part III, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

49055—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 969

11 Junie 1976

WET OP NYWERHEIDSVERSOENING, 1956

**MEUBELNYWERHEID, OOSTELIKE KAAPRO-
VINSIE.—HOOFOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Maart 1978 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 en klousule 3 (6) (b) van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Maart 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wa 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 en klousule 3 (6) (b) van Deel III met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Maart 1978 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 en wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers te opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5155—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE PROVINCE

AGREEMENT

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

Midland 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 parties to the Industrial Council for the furniture Manufacturing Industry of the Eastern Cape Province.

PART I

PROVISIONS APPLICABLE TO THE INDUSTRY THROUGHOUT THE AREA 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 Eastern Cape Province—

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

(b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoot, Pearston, Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

(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 the Agreement;

(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 conditions 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 17 March 1978 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 meanings as in that Act, and 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.

(1) 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—

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

OOREENKOMS

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

Midland 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 die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

DEEL I

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Meubelnywerheid van die Oostelike Kaapprovinsie—

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

(b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (K.P.), Murraysburg, Noupoot, Pearston, Richmond (K.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore en Fort Beaufort.

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

(a) slegs op werknemers vir wie minimum lone in die Ooreenkoms voorgeskryf word;

(b) op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of met enige kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 17 Maart 1978 eindig, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"bonus"—

(a) benewens die voorgeskrewe of ooreengekome loon van 'n werknemer, enige betaling wat voortspruit uit diens ooreenkomstig 'n bonusaansporingskema wat as sodanig in die loonregister bepaal word;

(b) enige ander spesiale of geleentheidsbetaling deur 'n werknemer aan 'n werknemer, benewens die voorgeskrewe of ooreengekome loon soos deur hom as sodanig in die loonregister gestipuleer en wat die werkgewer na goedvinde kan intrek;

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

- (a) Care of the contents of the premises;
- (b) care and cleaning of the premises;
- (c) supervision of cleaning staff;

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

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

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

"experience" means in relation to—

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

(b) 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;

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

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

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

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

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

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

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

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

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

"hourly rate" means the hourly rate of the employee concerned as prescribed in this Agreement;

"learner" means an employee other than an apprentice, labourer, learner-packer or probationer who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate issued to him in terms of clause 27 of this Part of the Agreement;

"opsigter" 'n werknemer wat op die perseel inwoon en wat verantwoordelik is vir een of meer van ondergenoemde pligte:

- (a) Sorg vir die inhoud van die perseel;
- (b) sorg vir en skoonmaak van die perseel;
- (c) toesig hou oor skoonmakers;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie, geregistreer ooreenkomstig artikel 19 van die Wet;

"diens" die totale lengte van alle tydperke wat 'n werknemer in die Meubelnywerheid werksaam was;

"bedryfsinrigting" enige plek waar die Meubelnywerheid beoefen word en ook enige plek waar 'n persoon enigeen van of al die klasse werk verrig wat in Deel II van hierdie Ooreenkoms gespesifiseer word;

"ondervinding" met betrekking tot—

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

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

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

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

(b) gewoonlik en gereeld die werksaamhede van ander werknemers reël; en/of

(c) oor die bevoegdheid beskik om werknemers in diens te neem of te ontslaan of voorstelle in verband daarmee, asook oor bevorderings en demonstrasies, te maak; en/of

(d) gewoonlik en/of gereeld diskresionêre bevoegdheid uitoefen; en

(e) 'n loon van minstens dié wat vir die hoogsbesoldigde werknemer in hierdie Ooreenkoms voorgeskryf word, hetsy weekliks of maandeliks, betaal word; en

(f) ten volle betaal word, of hy nou die getal werkure voorgeskryf in hierdie Ooreenkoms voltooi of nie;

maar sluit nie werknemers in wat betrokke is by die diensreëling kosteberekening, ontwerp, koop, beplanning, organisering van en/of beheer oor die pligte van voormanne en/of toesighouers nie: Met dien verstande dat voormelde uitgeslote werknemers in die afwesigheid van voormanne en toesighouers, geag word die voormanne of toesighouers te wees;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels afgesien van die materiaal wat gebruik word, en sluit dit, onder andere, ook die volgende werksaamhede in:

Heelmaak-, stoffeer-, herstoffeer-, beits-, spuit- of politoerwerk en/of herpolitoerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of die heelmaak van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnijwerk in verband met die vervaardiging en/of heelmaak van meubels, poleer- en/of herpoleerwerk aan klaviere, of die vervaardiging en/of beits-, spuit- en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëe of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging of prosesse in die vervaardiging van beddegoed, wat omskryf en uitgelê moet word asof dit alle soorte matrasse, veermatrasse bomatrasse, kopkussings, peule en stoelkussings insluit en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnijwerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog heelmaak-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of enige werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop of in sy geheel of in dele uitgevoer word, en die fineerwerk aan deure van gelameleerde blokbord of laaghout 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 biesies, gras en/of rottan; gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"uurloon" die uurloon van die betrokke werknemer soos in hierdie Ooreenkoms voorgeskryf;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerling-verpakker of proefleerling, wat ten tyde van sy indiening 'n minderjarige is of was, en wat in diens is om enige klas werk te leer wat aangedui word in sy leerlingsertifikaat wat ooreenkomstig klousule 28 van hierdie Deel van die Ooreenkoms aan hom uitgereik is;

"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;

"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;

"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.

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

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

"clerical employee" means an employee who is engaged in writing, typing, filing, or in any other form of clerical work and includes an accounting machine operator, a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

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

"juvenile" means an employee under the age of 21 years, excluding an apprentice and a labourer;

"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 these operations;

"office messenger" means an employee engaged in collecting or delivering messages or articles on foot or with a manually propelled bicycle or tricycle outside his employer's establishment;

"packer" means an employee, other than a labourer, who is engaged in the packing, baling and crating of goods for transport or delivery;

"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;

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

"timekeeper" means an employee who is engaged in checking attendance records or recording particulars of employees at work or absent from work or the time spent by employees on other tasks;

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

(3) 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.

5. INCENTIVE BONUS

(1) Subject to the conditions that no employer shall apply and no employee shall accept remuneration at rates less than the rates prescribed in Part II of this Agreement, 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 bonus scheme, the terms of which have been agreed upon as set out in subclause (2), (3) and (4).

(2) Any employer who wishes to introduce an incentive bonus scheme shall set up a joint committee of representatives 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.

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

"besoldiging" enige geldbedrag wat betaal of verskuldig is aan 'n persoon en wat op enige wyse, hoe ook al, uit diens voortspruit;

"korttyd" 'n vermindering van die getal gewone werkure in 'n bedryfsinrigting weens bedryfslapte, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene gebeurtenis veroorsaak is;

"werkende eienaar" of "werkende vennoot" iemand wat self van die werk gespesifiseer in Deel II van hierdie Ooreenkoms, in sy eie bedryfsinrigting verrig.

(2) Tensy dit onbestaanbaar met die sinsverband is, is onderstaande omskrywings op Deel II van hierdie Ooreenkoms van toepassing, en beteken—

"los werknemer" 'n werknemer wat by dieselfde werkgever hoogstens drie dae in 'n bepaalde week werk met die doel om grondstowwe van watter soort ook al te laai en/of af te laai en/of te berg en/of persele skoon te maak;

"klerklike werknemer" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk doen, en sluit dit in 'n rekenmasjienoperateur, 'n kassier en 'n telefoonskakelbordoperateur, maar nie enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se werk mag uitmaak;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakies;

"jeugdige" 'n werknemer onder die leeftyd van 21 jaar, uitgesonderd 'n vakleerling en 'n arbeider;

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

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

Defekte opspoor in masjinerie wat in verband met 'n bedryfsinrigting gebruik word en sodanige masjinerie nasien of herstel, of toesig hou oor engeen van of al hierdie werksaamhede;

"kantoorbode" 'n werknemer wat boodskappe of artikels te voet of met 'n trapfiets of driewiel buite sy werkgever se bedryfsinrigting bymekaarmaak of aflewer;

"verpakker" 'n werknemer, uitgesonderd 'n arbeider, wat goedere vir vervoer of aflewering verpak, baal of krat;

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

"magasynman" 'n werknemer wat in beheer staan van en verantwoordelik is vir voorrade inkomende goedere of voltooiende deels voltooiende produkte en wat ook in beheer staan van en verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n magasyn of pakhuis of vir die aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdeling van 'n bedryfsinrigting;

"tydopnemer" 'n werknemer wat bywoningsregisters nagaan of besonderhede opteken van werknemers wat aan die werk is of afwesig is, of die tyd wat werknemers aan ander take bestee;

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

(3) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. STUKWERK

Geen werkgever mag engeen toelaat of van hom vereis om stukwerk of werk volgens enige ander stelsel waarvolgens sy verdienste op die hoeveelheid gedane werk gegrond word, te verrig nie, uitgesonderd soos in klousule 5 bepaal.

5. AANSPORINGSBONUS

(1) Behoudens die voorwaardes dat geen werkgever minder mag betaal nie as die besoldiging wat in Deel II van hierdie Ooreenkoms voorgeskryf word en geen werknemer sodanige laer besoldiging mag aanneem nie, kan 'n werkgever 'n werknemer se besoldiging grond op die hoeveelheid of omvang van gedane werk: Met dien verstande dat sodanige stelsel van besoldiging nie toegelaat mag word nie, behalwe in die vorm van 'n aansporingsbonusskema oor die bepalinge waarvan daar ooreengekom is soos in subklousules (2), (3) en (4) bepaal word;

(2) 'n Werkgever wat 'n aansporingsbonusskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, ná oorlegpleging met engeen van die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, oor die bepalinge van sodanige skema kan ooreenkom.

(3) The terms of any such incentive bonus 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 or terminated by either party unless the party wishing to vary or terminate the agreement, has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere than in this 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) of this clause.

(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) of this clause.

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a commercial traveller, 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 for more than eight hours, excluding meal times, on any one day: Provided that in any factory in which—

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

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any workday 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 one week.

(2) Notwithstanding the provisions of subclause (1) (a) and (b) and save as is provided in clause 10 of this Part, 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;

(3) Die bepalings van so 'n aansporingsbonusskema en alle latere wysigings daarvan waarvoor die komitee mag ooreenkom, moet op skrif gestel en onderteken word deur die lede van die komitee en mag nie deur enigen van die partye verander of beëindig word nie tensy die partye wat die ooreenkoms wil verander of beëindig, die ander partye dié skriftelike kennis gegee het waarvoor die partye ooreengekom het toe hulle die ooreenkoms aangegaan het.

(4) 'n Werknemer wat vir enige tydperk volgens 'n aansporingsbonusskema werk, moet die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsbonusloon waarvoor daar ingevolge hierdie klousule ooreengekom is.

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

6. BUITEWERK

(1) Geen werkgever mag van enigen van sy werknemers vereis of hom toelaat om werk in verband met die Meubelnywerheid elders as in sy bedryfsinrigting te onderneem nie, behalwe wanneer dié werk in verband staan met die voltooiing van 'n bestelling wat by dié werkgever geplaas is en bestaan uit die aanbring, inmeekaarsit, heelmaak 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 werksaam is, mag, terwyl hy in die diens van 'n werkgever in dié Nywerheid is, vir verkoop vir eie rekening of namens 'n ander persoon of firma, hetsy teen vergoeding of besoldiging of nie, werk in verband met die Meubelnywerheid onderneem of bestellings daarvoor vra of aanneem nie.

(3) Geen werkgever en/of werknemer mag werk in verband met die Meubelnywerheid, uitgesonderd dié buitewerk wat in subklousule (1) van hierdie klousule genoem word, in 'n ander perseel onderneem nie as die persele wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of werkwinkels wat by die Raad geregistreer is en uitsluitlik vir werk in verband met die Meubelnywerheid gebruik word.

(4) Geen werkgever mag werk in verband met die vervaardiging van meubels, hetsy in hul geheel of gedeeltelik, uitbestede nie, afgesien van die materiaal wat gebruik word, uitgesonderd dié buitewerk wat in subklousule (1) van hierdie klousule genoem word, tensy dié werk verrig word in persele wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word, of in werkwinkels wat by die Raad geregistreer is en uitsluitlik vir werk in verband met die Meubelnywerheid gebruik word.

7. WERKURE

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

(a) om langer as 44 uur, uitgesonderd etenstye, in 'n bepaalde werk te werk nie; of

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

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

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

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

(d) as dit 'n vrou is—

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

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

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

(a) tien uur; of

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

Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk—

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

(b) op meer as drie agtereenvolgende dae nie;

- (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 15c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.
- (3) An employee shall, in addition to any period during which he is actually working, be deemed to be working—
- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (b) during any other period during which he is on the premises of his employer;

Provided that if it is proved that 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 of this Agreement the employees to be dismissed first shall be those earning the lowest wages: Provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short-time fall below 35 per week over a continuous period of four weeks.

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

(2) An employee who on any day reports for duty at the usual starting time of the establishment, and for whom no work is available, shall be paid in respect of such day an amount not less than four hours' 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.

9. PAYMENT OF REMUNERATION

(1) Wages and overtime shall be paid in cash weekly between 16h30 and 17h45 on the pay-day or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

(2) Any remuneration due to an employee in terms of this Agreement shall be handed to him in a sealed envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing the employer's name, the employee's name or number or occupation, the number of ordinary hours, overtime hours or additional overtime hours worked, the remuneration due and the period in respect of which the payment is made, remuneration due in respect of work performed on a Sunday and details of any deductions made, and such envelope or container on which these particulars are reflected 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 subclause shall not apply in respect of a training scheme to which an employer is legally required to contribute.

- (c) op meer as 60 dae in 'n jaar nie;
- (d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag nie, tensy hy—

- (i) voor 12-uur middag kennis daarvan aan dié werknemer gegee het; of
- (ii) dié werknemer van 'n toereikende ete voorsien het voordat sy net haar oortydwerk moet begin; of
- (iii) aan dié werknemer 'n toelae van 15c betyds betaal het om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

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

- (a) gedurende die hele pouse in sy werk as hy nie vry is om dié perseel van sy werkgever vir dié hele pouse te verlaat nie; of
- (b) gedurende enige tydperk waarin hy op dié perseel van sy werkgever is;

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

(4) Elke werkgever moet in sy bedryfsinrigting op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing, in die vorm voorgeskryf in Aanhangsel B van hierdie Deel van die Ooreenkoms, vertoon waarin die aanvangs- en uitskeiing van dié werk vir elke dag van die week en dié etensuur gemeld word.

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

- (i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
- (ii) 'n werkgever, in plaas daarvan om sy wag so 'n dag diensvry toe te staan dié wag dié loon kan betaal wat hy sou ontvang het as hy nie op so 'n dag gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van so 'n dag wat nie gegee is nie.

8. KORTTYD

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

Vir dié toepassing van hierdie klousule word ondergenoemde "seksies" erken: Met dié hand of masjien poleer, meubels met 'n masjien bewerk, meubels maak, stoffeer, finceer, rame maak en beddegoed maak.

(2) 'n Werknemer wat hom op enige dag op dié gewone begintyd van dié bedryfsinrigting vir diens aanmeld en vir wie daar geen werk is nie, moet ten opsigte van so 'n dag 'n bedrag van minstens vier uur se besoldiging betaal word, tensy sy werkgever hom vooraf in kennis gestel het dat sy dienste nie op dié betrokke dag benodig sal wees nie.

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

9. BETALING VAN BESOLDIGING

(1) Lone en oortydloone moet weekliks in kontant betaal word tussen 16h30 en 17h45 op dié betaaldag, of by diensbeëindiging as dit voor dié gewone betaaldag plaasvind. Dié betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe waar Vrydag 'n dag is waarop daar nie gewerk word nie; in so 'n geval is dié betaaldag dié laaste werkdag vóór so 'n Vrydag.

(2) Besoldiging wat kragtens hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet aan hom oorhandig word in 'n verseëlde koevert of houër waarop geskryf moet staan, of wat vergesel moet gaan van 'n staat wat dié volgende aantoon: Dié werkgever se naam, dié werknemer se naam of nommer of beroep, dié getal gewone ure, oortydure of ekstra oortydure gewerk, dié verskuldigde besoldiging en dié tydperk ten opsigte waarvan dié betaling gedoen word, besoldiging verskuldig ten opsigte van werk op 'n Sondag verrig en besonderhede van afrekkings gedoen, en dié koevert of houër waarop dié besonderhede geskryf staan of dié staat word dié eiendoms van dié werknemer.

(3) Dié werkgever mag geen premie vir dié opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe dié werkgever regtens verplig is om by te dra.

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

(a) Except where otherwise provided in this Agreement, an amount proportionate to any period when an employee is not at work otherwise than on the instruction or at the request of his employer;

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

(c) with the written consent of the employee, deductions for contributions to the funds of the trade unions;

(d) contributions in terms of clause 16 of Part 1 of the Agreement;

(e) any amount which an employer is compelled by any statutory law, ordinance or legal process to pay on behalf of an employee;

(f) any amount that 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. PAYMENT FOR OVERTIME AND FOR WORK PERFORMED ON A SUNDAY

(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 for 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 half 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, at double the hourly rate of the employee concerned.

(2) Whenever an employee works on a Sunday his employer shall pay the employee remuneration at the rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

(3) All overtime worked on any day from Monday to Friday shall, within seven days of the date on which the overtime was worked, be notified in writing to the council by the employer concerned.

(4) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary wage: Provided that—

(i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary wage;

(ii) where an employee is absent from work with the permission of his employer, or on a public holiday referred to in clause 12 (1), or absent on account of sickness, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate as proof of cause of absence; and

(iii) such ordinary hours not worked shall firstly be deducted from overtime worked during the hours specified in subclause (1) (a) and if the number of ordinary hours of work on which an employee is absent in any one week is in excess of such overtime worked, the excess shall then be deducted from overtime worked during the hours specified in subclause (1) (b), but excluding overtime so worked on Saturdays and Sundays, and any remaining overtime after such deduction shall be paid for in accordance with subclause (1) (b).

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee for whom wages are prescribed in Part II of this Agreement and who at the date of the commencement thereof is receiving a higher wage than the rate prescribed for such class of work shall, so long as he remains in the service of the

(4) Geen bedrag mag van die besoldiging van 'n werknemer vir die beskadiging van materiaal afgetrek word nie, ook geen ander bedrag van watter aard ook al nie, met uitsondering van dié hieronder genoem:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag eweredig aan dié tydperk van sy afwesigheid;

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

(c) met die skriftelike toestemming van die werknemer, bedrae vir bydraes tot die fondse van die vakvereniging;

(d) bydraes ingevolge klousule 16 en Deel I van die Ooreenkoms;

(e) enige bedrag wat 'n werkgever weens enige statutêre wet, ordonnansie of regsgeding verplig is om ten behoeve van 'n werknemer te betaal;

(f) enige bedrag wat ooreenkomstig die gemene reg van enige skuld van 'n werknemer aan 'n werkgever afgetrek mag word;

(g) behoudens klousule 8, 'n bedrag eweredig aan die hoeveelheid korttyd wat gewerk is;

(h) 'n bedrag eweredig aan enige tyd wat 'n bedryfsinrigting gesluit kan wees ingevolge 'n onderlinge skikking tussen die werkgever en minstens 75 persent van sy werknemers.

10. BETALING VIR OORTYD EN VIR WERK OP SONDAG

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

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

(b) vir alle tyd gewerk tussen 22h00 en die gewone aanvangs tyd van Maandag tot Vrydag of na 18h00 op Saterdag, teen twee maal die uurloon van die betrokke werknemer.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom besoldig teen 'n loon van minstens twee maal sy gewone loon, teen opsigte van die totale tydperk op so 'n Sondag gewerk, of teen 'n loon van minstens twee maal die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wa hy gewoonweg op 'n weekdag werk, na gelang van watter bedrag die grootste is.

(3) Die Raad moet binne sewe dae vanaf die dag waarop di oortydwerk verrig is, deur die betrokke werkgever in kennis gestel word van alle oortydwerk wat op enige dag van Maandag tot Vrydag verrig is.

(4) Indien 'n werknemer in 'n bepaalde week van die werksweek gedurende enige van of al die gewone ure wat in di betrokke bedryfsinrigting nagekom word, moet sodanige gewone ure wat die werknemer nie gewerk het nie, afgetrek word van die oortydure wat hy gewerk het, en vir die ure aldus afgetrek moet daar, ondanks subklousule (1), betaal word teen die werknemer se gewone loon: Met dien verstande dat—

(i) as die getal gewone werksure wat die werknemer in 'n bepaalde week van die werk afwesig is, meer is as die oortydure gewerk, vir al sodanige oortydure gewerk, betaal moet word teen die werknemer se gewone loon;

(ii) ingeval 'n werknemer van die werk afwesig is met di toestemming van sy werkgever, of op 'n openbare vakansiedag in klousule 12 (1) bedoel, of afwesig is weens siekte, hierdi subklousule nie van toepassing is nie en vir die oortydure i sodanige geval gewerk, betaal moet word teen die oortydure wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgever 'n werknemer kan aansê om 'n dokte se sertifikaat in te dien ter staving van die rede vir sy afwesigheid en

(iii) sodanige gewone werksure wat nie gewerk is nie ee afgetrek moet word van die oortydure gewerk gedurende di ure in subklousule (1) (a) bedoel, en dat, indien die getal gewone werksure wat 'n werknemer in 'n bepaalde week afwesig is meer is as sodanige oortydure gewerk, die oorskot da afgetrek moet word van die oortydure gewerk gedurende di ure in subklousule (1) (b) bedoel, maar uitgesonderd die oortydure aldus gewerk op Saterdag en Sondag, en dat daar v enige oorblywende oortydure na sodanige aftrekking ooreenkomsig subklousule (1) (b) betaal moet word.

11. WERKNEMERS WAT HOER LONE ONTVANG AS DIÉ WAT VOORGESKRYF WORD

'n Werknemer vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word en wat op die datum waarop hierdi Ooreenkoms in werking tree, 'n hoër loon ontvang as die loon wat vir sodanige klas voorgeskryf word, moet, solank hy in di

same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date: Provided that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

12. HOLIDAYS AND HOLIDAY FUND

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

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Republic 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 an 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 a six-day week.

(2) For the time worked on Easter Monday, the employer shall, in addition to the remuneration due in terms of subclause (1) pay to each employee concerned remuneration at the hourly rate of such an employee.

(3) No employer shall require or permit an employee to work on Good Friday, Ascension Day, the Day of the Covenant and Republic Day.

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

(a) between finishing time on 22 December 1976 and starting time on 17 January 1977;

(b) between finishing time on 21 December 1977 and starting time on 16 January 1978.

(5) (a) The Fund known as the Eastern Province Furniture Central Holiday Fund is hereby continued. Every employer shall each week pay into the Fund a sum equal to 12½ per cent 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 amount of 12½ per cent may be reduced to five per cent of the remuneration paid to an employee in respect of any week during which an employee works less than 44 hours for any reason whatsoever other than absence on the instructions or the request of the employer: Provided that if an employee works less than 44 hours on account of illness, the employer may, as a condition precedent to the payment of the said 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 five per cent in respect of illness need not be paid for any period in excess of 25 ordinary working days in any one year.

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

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

(e) The Council shall keep a record of the amount paid in respect of each employee into the Central Holiday Fund in terms of paragraph (a).

(f) The Central Holiday Fund shall be utilised for the purpose of distribution to employees of a holiday bonus over the following periods:

Between 8 and 19 December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Holiday Fund in terms of paragraph (a) hereof in respect of him during the year ending on the first pay-day occurring in November.

(g) The Council may invest any of the moneys belonging to the Central Holiday Fund on fixed deposit or on call with a bank or registered building society and any interest accruing on 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 funds of the Council.

diens van dieselfde werkgever bly en dieselfde klas werk verrig, 'n loon ontvang wat nie laer is nie as die loon wat hy op sodanige datum ontvang het: Met dien verstande dat die Raad magtigting kan verleen vir 'n verlaging van sodanige hoër loon tot die peil wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

12. VAKANSIEDAE EN VAKANSIEFONDS

Ondergenoemde voorwaardes moet nagekom word deur alle werkgevers en werknemers, uitgesonderd los werknemers, vir wie lône in Deel II van hierdie Ooreenkoms voorgeskryf word:

(1) Goeie Vrydag, Paasmaandag, Hemeelvaartsdag, Geloftedag, Kersdag, Republiekdag 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 daardie dag gewerk het: Met dien verstande dat, ingeval enige sodanige vakansiedag op 'n Saterdagval, elke werknemer, benewens sy gewone besoldiging, 'n bedrag gelyk aan agt en 'n half maal sy uurloon betaal moet word, afgesien daarvan of die bedryfsinrigting waar in hy werksaam is, vyf of ses dae per week werk.

(2) Vir tyd op Paasmaandag gewerk, moet die werkgever, benewens die besoldiging wat ingevolge subklousule (1) verskuldig is, elke betrokke werknemer besoldig teen die uurloon van sodanige werknemer.

(3) Geen werkgever mag van 'n werknemer vereis of hom toelaat om op Goeie Vrydag, Hemeelvaartsdag, Geloftedag en Republiekdag te werk nie.

(4) Elke bedryfsinrigting moet sluit en geen werkgever mag van 'n werknemer vereis of hom toelaat om gedurende ondervermelde tydperke werk in die Meubelnywerheid te verrig nie, en geen werknemer mag gedurende dié tydperke werk in die Meubelnywerheid onderneem of verrig nie, naamlik:

(a) Tussen uitskeityd op 22 Desember 1976 aanvangstyd op 17 Januarie 1977;

(b) tussen uitskeityd op 21 Desember 1977 en aanvangstyd op 16 Januarie 1978.

(5) (a) Die Fonds wat bekend staan as die Sentrale Vakansiefonds van die Meubelnywerheid, Oostelike Kaapprovinsie, word hierby voortgesit. Elke werkgever moet ten opsigte van elke week 'n bedrag gelyk aan 12½ persent van die werklike besoldiging uitgesonderd bonusbetalings, wat elkeen van sy werknemers gedurende daardie week verdien het, in die Fonds inbetaal. Wanneer die werkgever hierdie bedrag betaal, moet hy 'n staat verstrek in die vorm voorgeskryf in Aanhangsel A van hierdie Deel van die Ooreenkoms.

(b) Ondanks paragraaf (a), kan die bedrag van 12½ persent verminder word tot 5 persent van die besoldiging wat aan 'n werknemer betaal word ten opsigte van enige week waarin 'n werknemer minder as 44 uur werk om watter rede ook, uitgesonderd op las of op versoek van die werkgever: Met dien verstande dat as 'n werknemer weens siekte minder as 44 uur werk, die werkgever as 'n opskortende voorwaarde vir die betaling van genoemde bedrag van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n mediese praktisyn geteken is en die aard en duur van die werknemer se siekte meld: Voorts met dien verstande dat die bydrae van 5 persent ten opsigte van siekte nie vir enige tydperk van meer as 25 gewone werkdade in enige bepaalde jaar betaal hoef te word nie.

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

(d) Die bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet, benewens enige loon of oortydbesoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, deur die werkgever betaal word en mag nie van die loon of oortydbesoldiging van sodanige werknemer afgetrek word nie.

(e) Die Raad moet 'n register byhou van die bedrag wat ingevolge paragraaf (a) ten opsigte van elke werknemer in die Sentrale Vakansiefonds inbetaal word.

(f) Die Sentrale Vakansiefonds moet gebruik word om gedurende ondergenoemde tydperke 'n vakansiebonus onder werknemers te verdeel.

Tussen 8 en 19 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelykstaan met die bedrag wat ingevolge paragraaf (a) hiervan ten opsigte van hom in die Sentrale Vakansiefonds gestort is gedurende die jaar wat op die eerste betaaldag in November eindig.

(g) Die Raad kan van die geld wat aan die Sentrale Vakansiefonds behoort, op vaste deposito of as onmiddellik opvraagbare deposito's by 'n bank of geregistreerde bouvereniging belê, en die rente op sulke beleggings kom die algemene fondse van die Raad toe as teenprestatie van die Raad se administrasie van die Fonds.

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

(i) Should the estate of an employer be sequestrated, or a company which is an employer be placed in liquidation, and any moneys due by such employee 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) A public accountant who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Central Holiday Fund at least once annually and, not later than 31 December in each year, prepare a statement showing—

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

(ii) expenditure incurred under all headings during the 12 months ended 31 December, preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

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

(l) 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 original Fund was established.

(m) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act, during any period in which this Agreement is binding, the Council shall 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, Eastern Cape Province, 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. Upon expiry of the Agreement, the Fund shall be liquidated in the manner set forth in paragraph (n) 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.

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

13. PROVISION OF TOOLS

(1) Cabinetmakers' benches, cramps, hand screws, gluepots and all brushes shall be provided by the employer.

(2) The employer shall, at his expense, insure against loss or destruction by fire, or burglary of the factory premises, 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.

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.

(i) Indien die boedel van 'n werkgewer gesekwestreer of 'n maatskappy, wat 'n werkgewer is, gelikwedeer word, en geld wat deur sodanige werkgewer ingevolge paragraaf (a) hiervan aan die Raad verskuldig is ten opsigte van enige dienstyd van 'n werknemer van hoogstens 12 maande nie betaal is nie, moet die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië geag word geregtig te wees op een en 'n half verlofdae vir elke maand van sodanige tydperk van hoogstens 12 maande.

(j) 'n Openbare rekenmeester wat deur die Raad aangestel word en wie se besoldiging deur die Raad bepaal word, moet die rekenings van die Sentrale Vakansiefonds minstens een keer per jaar ouditeer en voor of op 31 Desember elke jaar 'n staat opstel wat—

(i) alle geld toon wat kragtens hierdie klousule ontvang is asook

(ii) uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op die vorige 31 Desember geëindig het, tesame met 'n balansstaat wat die bates en laste van die Fonds, op daardie datum, aantoon.

(k) Gewaarmerkte kopieë van die geouditeerde staat en balans staat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet daarna op die kantoor van die Raad ter insae lê. Gesertifiseerde kopieë van die staat balansstaat en ouditeur se verslag moet so gou doenlik, maar hoogstens drie maande ná die einde van die tydperk wat daardeur gedek word, deur die Raad aan die Sekretaris van Arbeid gestuur word.

(l) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of weens enige ander oorsaak gestaak word, moet die Fonds deur die Raad geadmistreer word totdat die Raad dit gelikwedeer of oorgedra het aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds ingestel is.

(m) Ingeval die Raad ontbind word of ophou om ingevolge artikel 34 (2) van die Wet te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad voortgaan om die Fonds te administreer en die lede van sodanige Raad op die datum waarop die Raad ophou om te funksioneer ontbind word, moet vir dié doel geag word lede daarvan te wees: Met dien verstande egter dat enige vakatures wat in sodanige Raad ontstaan, deur die Registrateur gevul kan word uit die geledere van werkgewers en werknemers in die Meubel nywerheid, Oostelike Kaapprovinsie, ten einde 'n gelyke geta werkgewer- en werknemerverteenwoordigers en -plaasvervanger in die ledetal van die Raad te verseker. Ingeval die Raad nie in staat is nie of onwillig is om sy pligte te vervul, of voor 'n dooie punt te staan kom wat na die mening van die Registrateur die administrasie van die Fonds ondoenlik of onwenslik maak kan hy 'n trustee of trustees aanstel om die pligte van die Raad uit te voer, en dié trustee of trustees het vir hierdie doel a die bevoegdhede van die Raad. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwedeer word op die wyse voor geskryf in paragraaf (n) van hierdie subklousule, en as die sak van die Raad by verstryking van die Ooreenkoms reeds afgehandel en sy bates verdeel is, moet die saldo van die Fond ooreenkomstig artikel 34 (4) van die Wet verdeel word asof di deel van die algemene fondse van die Raad uitmaak.

(n) By die likwidasië van die Fonds ingevolge paragraaf (l) hiervan, moet die geld wat nog in die krediet van die Fond staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

13. VERSKAFFING VAN GEREEDSKAP

(1) Meubelmakersbanke, klampe, handskroewe, lympotte en alle kwaste moet deur die werkgewer verskaf word.

(2) Die werkgewer moet die gereedskap van die meubelmaker wat in sy diens is, op die koste verseker teen verlies of vernietiging deur brand of diefstal op die fabriekspersoneel. In di verband is elke meubelmaker verplig om, wanneer dit van hom vereis word, 'n inventaris voor te lê van die gereedskap wat in sy besit is en moet hy voorts dié inligting verstrek wat di versekeraars van tyd tot tyd ten opsigte van genoemde gereedskap mag vereis.

14. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel, 51 (3) van die Wet, om enige regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waarin die vrystelling van krag is: Met dien verstande dat die Raad, as hy dit doenlik ag en nadat daar een week vooraf skriftelik kennis aan di betrokke persoon gegee is, enige vrystellingstifikaat kan intrel afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) The Secretary of the Council shall issue to every person wanted exemption a licence setting out—

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

(4) The Secretary of the Council shall—

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

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 the effluxion of time or otherwise have 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, apprentices and casual employees): Provided that 10c per week shall be deducted from the wages of employees (other than learners, apprentices and casual employees) who, in terms of a licence of exemption issued by the Council, are in receipt of a wage of less than R14,70 per week: Provided further that no deductions shall be made when the total weekly earnings of an employee do not exceed R4,20. To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the 10th day of the following month the total sum to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6056, together with such statements as the Council may from time to time determine.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer who has not already done so in pursuance of any previous agreement shall within one month from the date on which this Agreement comes into operation, and every employer entering the industry after the 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) His full name (where the business is a company or partnership, the full name of the responsible manager and/or partners must be furnished);
- (b) his address where the business is carried on and the residential addresses of the persons referred to in paragraph (a) of this clause;
- (c) trade or trades carried on by him in the industry;
- (d) names of his employees and occupations 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 10 days of such alteration.

18. WORKING PROPRIETORS AND PARTNERS

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

19. EXHIBITION OF AGREEMENT

Every employer shall display in his establishment a legible copy of this Agreement in the form prescribed in the regulations to 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 in a legible manner in ink.

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat die volgende aantoon:

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

(4) Die Sekretaris van die Raad moet—

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

15. BESTAANDE SERTIFIKATE

Ondanks die verstryking van enige vorige ooreenkomste vir die Nywerheid, moet die Raad voortgaan om alle leerlingssertifikaat of enigeen daarvan wat kragtens sodanige vorige ooreenkomste uitgereik is, te administreer totdat sodanige sertifikate weens verloop van tyd verstryk of, andersins, deur die Raad ingetrek of gekanseleer word.

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 20c per week aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en los werknemers): Met dien verstande dat 10c per week afgetrek moet word van die loon van werknemers (uitgesonderd leerlinge, vakleerlinge en los werknemers) wat, ooreenkomstig 'n vrystellingsertifikaat deur die Raad uitgereik, 'n loon van minder as R14,70 per week ontvang: Voorts met dien verstande dat geen bedrag afgetrek mag word nie in gevalle waar die totale weeklikse verdienste van die werknemer hoogstens R4,20 beloop.

By die totaal van die bedrae wat aldus afgetrek word, moet die werkgewer 'n bedrag byvoeg wat daarmee gelykstaan en die totale bedrag voor of op die 10de dag van die volgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6056, saam met enige state wat die Raad van tyd tot tyd mag voorskryf.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

(2) Ingeval die werkgewer 'n vennootskap is, moet die inligting verstrek word wat ooreenkomstig subklousule (1) in verband met elk van die vennote vereis word, en ook die naam waaronder die vennootskap sake doen.

(3) Elke werkgewer moet die Raad skriftelik in kennis stel van enige verandering ten opsigte van enige besonderhede wat ingevolge subklousule (1) verstrek word en daar moet binne 14 dae vanaf so 'n verandering kennis aldus gegee word.

18. WERKENDE EIENAARS EN VENNOTE

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

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms, in die vorm wat voorgeskryf word in die regulasies ooreenkomstig die Wet, in albei amptelike tale op 'n opvallende plek waar sy werknemers maklik toegang daartoe het, in sy bedryfsinrigting vertoon.

20. BYHOU VAN REGISTERS

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

21. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

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 questions put;

(c) require the production of any notice, book, list or document which is in terms of 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 for whom wages are prescribed in 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.

(4) All complaints by the parties to the Council in respect of the application of this Agreement shall be lodged through the Secretary of the Council in writing.

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, apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, this clause shall not apply where an employer or an employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause.

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

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

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

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

(6) Every employer shall grant to officials and office-bearers of the trade unions time off to attend meetings of the unions: Provided that employees shall give not less than one week's notice to the employer of their intention to attend such meetings.

25. WAGES

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

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

(a) who, on 17 March 1976 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 employment of the same

22. ADMINISTRASIE VAN OOREENKOMS

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

23. AGENTE

(1) Die Raad moet een of meer aangewese persone as agente aanstel wat behulpzaam moet wees met die uitvoering van hierdie Ooreenkoms. Die agent het die reg om—

(a) enige perseel of plek waar die Meubelnywerheid beoefen word, te enige tyd te betree, te inspekteer en te ondersoek wanneer hy 'n redelike vermoede het dat enigen daarin werkzaam is;

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

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

(d) te vereis dat alle betaalstate of boeke waarin daar boekgehou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging in hierdie Ooreenkoms voorgeskryf word, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

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

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

(4) Alle klagtes wat die partye by die Raad rig ten opsigte van die toepassing van hierdie Ooreenkoms moet skriftelik by die Sekretaris van die Raad ingedien word.

24. INDIENSNEMING VAN VAKVERENIGINGARBEID

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

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

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

Sowel die vakverenigings as die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie vakverenigings organisasie wat bedank het, uitgesit is of geskor is. By ontvangs van sodanige lys te moet die Sekretaris van die Raad die gewese lid of lede van die betrokke vakvereniging organisasie meedeel dat sy/hul lidmaatskapkaart(e) en/of -sertifikaat/-sertifikate nie meer vir die toepassing van hierdie klousule geldig is nie.

(4) Hierdie klousule is nie op klerklike werknemers van toepassing nie.

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

(6) Elke werkgewer moet aan beamptes en ampsbekleërs van die vakverenigings tyd toelaat om vergaderings van die vereniging by te woon: Met dien verstande dat sodanige werknemer die werkgewer minstens een week kennis moet gee van hul voorname om vergaderings by te woon.

25. LONE

(1) Behoudens klousule 9 van hierdie Deel van die Ooreenkoms, mag geen lone wat laer is as dié wat in Deel II van hierdie Ooreenkoms voorgeskryf word, deur 'n werkgewer betas en deur 'n werknemer aangeneem word nie.

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

(a) wat op 17 Maart 1976 'n loon ontvang het wat hoër was as die loon voorgeskryf vir die klas werk waarin hy werkbaar was en wat nog in diens is van dieselfde werkgewer vir dieselfde

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. 742, dated 8 March 1974, and the wage prescribed in this Agreement for the class of work on which he is employed;

(b) who, on 17 March 1977 is in receipt of a wage higher than that prescribed as at that date for the class of work on which he is engaged shall, with effect from 18 March 1977 be increased by an amount equal to the difference between the wage prescribed as at 17 March 1977 and the wage prescribed as at 18 March 1977 for the class of work on which he is employed:

provided that—

(i) in the case of seamstresses, despatch clerks, storemen and timekeepers, an employer shall not be required to increase the wage of such an employee by more than—

during the period ending 17 March 1977: 6c per hour; thereafter: 5c per hour;

(ii) in the case of caretakers, watchmen and packers, an employer shall not be required to increase the wage of such an employee by more than—

during the period ending 17 March 1977: 10c per hour; thereafter: 8c per hour.

(3) The provisions of subclause (2) shall not apply to casual employees and clerical 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 1. The cost of the medical examination shall be borne by the respective employer.

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

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

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

(5) For the purpose of ascertaining the minimum wage payable to a learner, any previous experience in the industry may at the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of subclause (1).

(6) (a) A learner shall not be employed on the same operation or 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' work shall be granted are—

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

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

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

klas werk, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 742 van 8 Maart 1974 en die loon voorgeskryf in hierdie Ooreenkoms vir die klas werk waarvoor hy in diens is;

(b) wat op 17 Maart 1977 'n hoër loon ontvang as die loon soos op daardie datum voorgeskryf vir die klas werk waarin hy werksaam is, met ingang van 18 Maart 1977 verhoog word met 'n bedrag gelyk aan die verskil tussen die loon soos voorgeskryf op 17 Maart 1977 en die loon soos voorgeskryf op 18 Maart 1977 vir die klas werk waarvoor hy in diens is:

Met dien verstande dat—

(i) in die geval van naaisters, versendingsklerke, magasynmanne en tydhouers, daar nie van 'n werkgever vereis mag word om die loon van so 'n werknemer met meer as die volgende te verhoog nie:

Gedurende die tydperk wat eindig op 17 Maart 1977: 6c per uur; daarna: 5c per uur;

(ii) in die geval van opsigters, wagte en verpakkers, daar nie van 'n werkgever vereis mag word om die loon van so 'n werknemer met meer as die volgende te verhoog nie:

Gedurende die tydperk wat eindig op 17 Maart 1977: 10c per uur; daarna: 8c per uur.

(3) Subklousule (2) is nie op los werknemers en klerklike werknemers van toepassing nie.

26. IN DIENSNEMING VAN MINDERJARIGES

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

27. LEERLINGE

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

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

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

(b) Leerlingsertifikate moet uitgereik word slegs ten opsigte van die klasse werk in subklousule (6) hiervan en ten opsigte van die werksaamhede deur klousule 1 van Deel II gedek. Geen sertifikaat mag uitgereik word ten opsigte van 'n klas werk wat ingevolge die Wet op Vakleerlinge, 1944, deel van 'n aangewese bedryf uitmaak nie.

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

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

(6) (a) 'n Leerling mag nie gedurende sy leertyd langer as drie maande dieselfde werksaamheid verrig sonder dat die Raad goedkeuring daartoe verleen het nie.

(b) Die groepe werksaamhede ten opsigte waarvan leerlingsskappe in beddegoedmakery toegestaan word, is—

- (i) veerdraadmaasvlegwerk;
- (ii) matrasmakery.

(c) Die werksaamhede ten opsigte waarvan leerlingsskappe in naaiers- of naaisterswerk toegestaan word, is—

- (i) glijpsteekwerk, die stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule, maar met uitsondering van die sny van oortreksels;
- (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 van hierdie Ooreenkoms gespesifiseer word.

The learnership in bedding-making and 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 4 (1), 6 and 8 of Part II of this Agreement.

(b) Where the Council is satisfied that the 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 of this Agreement is not available, the ratio of learners may be extended.

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

(d) The 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 classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnerships for the classes of work referred to in clauses 7 and 9 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 of each day, which shall be reckoned as time worked.

29. SUBSCRIPTIONS TO TRADE UNIONS

Upon being requested, in writing, by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions and shall, by the 15th 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 of this Agreement 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 higher weekly rate; 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 of this Agreement 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) Subject to the provisions of the Bantu (Urban Areas) Consolidation Act, 1945, no employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer or to purchase any goods or hire property from his employer.

32. TERMINATION OF EMPLOYMENT

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

(2) Notwithstanding the provisions of subclause (1) of this clause, an employer and employee may agree in writing to provide for a longer period of notice than one hour. 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 an hour's wages for and in lieu of the prescribed period of notice or in the case of any agreement for a longer notice, a correspondingly increased wage in lieu thereof.

Die leerlingskappe by die maak van beddegoed en by die naaiers- of naaisterswerk moet toegestaan word slegs in 'n verhouding van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede wat in klousules 4 (1), 6 en 8 van Deel II van hierdie Ooreenkoms bedoel word.

(b) Ingeval die Raad daarvan oortuig is dat behoorlike fasiliteite bestaan vir die opleiding van leerlinge, en die vereiste getal volwassenes en/of werknemers wat die lone ontvang wat in klousule 1 van Deel II van hierdie Ooreenkoms gespesifiseer word nie beskikbaar is nie, mag die getalsverhouding van leerlinge uitgebrei 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 grondige rede het, enige sertifikaat wat ingevolge hierdie klousule uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(d) Subklousule (7) (a) is nie van toepassing op bedryfsinrigtings wat nie vir 'n onderbroke tydperk van 12 maande bestaan het nie.

(8) Die leertydperk vir die klasse werk in klousule 1 van Deel II van hierdie Ooreenkoms bedoel, is vier jaar. Die leertydperk vir die klasse werk in klousules 7 en 9 van Deel II bedoel, is twee jaar.

28. VOOR- EN NAMIDDAGPOUSES

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

29. VAKVERENIGINGLEDEGELD

Wanneer hy skriftelik deur 'n werknemer versoek word om dit te doen, moet 'n werkgever van die loon van daardie werknemer die vakverenigingledegeld aftrek en teen die 15de dag van elke daaropvolgende maand die bedrag aldus afgetrek, oorhandig aan die beampte wat deur die vakvereniging aangestel is om dit in ontvangs te neem, of dit anders per pos aan die geregistreerde kantoor van die vakvereniging stuur.

30. WERKNEMERS BETROKKE BY MEER AS EEN WERKSAAMHEID

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

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

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

in Deel II van hierdie Ooreenkoms voorgeskryf word, moet dié werknemer ten opsigte van daardie dag soos volg betaal:

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

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

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

31. LOONKORTING

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

(2) Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet 1945, mag van geen werknemer vereis word om, as deel van 'n dienskontrak, by sy werkgever of op 'n plek wat sy werkgewe aanwys, te eet of in te woon nie, of om van sy werkgever goeder te koop of eiendom te huur nie.

32. DIENSBEEÏNDIGING

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

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werkgever en 'n werknemer skriftelik ooreenkom om 'n langer tydperk as een uur kennisgewing te bepaal. Versuim om aan so 'n reëlir te voldoen, is 'n oortreding van hierdie klousule: Met dien verstande dat 'n werkgever of 'n werknemer vir en in plaas van 'n voorgeskryfde opseggingstyd, of ingeval van 'n ooreenkoms vir 'n langer opseggingstyd 'n uur se loon aan die werknemer betaal of aan die werkgever kan betaal of verbeur, 'n ooreenkoms komstig verhoogde loon in plaas daarvan aan die werknemer betaal of aan die werkgever mag betaal of verbeur.

(3) Die opseggingstyd mag nie saamval nie met, en ook mag kennis nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat toegestaan is ingevolge klousule 12 (4) van hierdie Deel van hierdie Ooreenkoms, of met enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan.

33. VERBODE INDIENSNEMING

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

34. NAGSKOFWERK

(1) Indien 'n werkgewer vereis dat sy bedryfsinrigting sowel gedurende die dag as die nag werk, moet enige skof wat na 17h00 begin werk, as nagskofwerk geag word. Alle werknemers vir wie lone in dié Ooreenkoms voorgeskryf word en wat verplig of toegelaat word om nagskofwerk te verrig, moet, benevens die voorgeskrewe loonskaal, 'n bykomende 10 persent van die voorgeskrewe loon ontvang vir alle tyd gedurende die nagskof gewerk.

(2) Tyd wat 'n werknemer ná die voltooiing van sy gewone skof in die betrokke bedryfsinrigting werk, moet as oortyd beskou word en daarvoor moet betaal word teen die lone in klousule 10 voorgeskryf.

35. UURLOON

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n uurloon betaal word vir alle werk deur werknemers verrig en die uurloon moet bepaal word deur die voorgeskrewe weekloon deur 44 te deel.

36. ONDERHOUDSTOELAE

Wanneer die werk van 'n werknemer vir wie 'n loon in klousule 10 (5) van Deel II van hierdie Ooreenkomis voorgeskryf word, hom verhinder om vir sy nagrus terug te keer huis toe, moet hy, benewens sy gewone besoldiging, 'n onderhoudstoelae betaal word van minstens—

(a) wanneer dit vir die werknemer nodig is om aandete en bed te verkry: R3;

(b) wanneer dit vir die werknemer nodig is om aandete, bed en ontbyt te verkry: R3,50;

(c) wanneer dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te verkry: R3,75.

[Statement submitted in terms of clause 12 (5) (a) of Part I of the Agreement]

Week ending

Amount payable to Central Holiday Fund

ANNEXURE B

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

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

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 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 trade, without danger to himself/herself or others.

Place.....

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

Medical officer

AANHANGSEL A

[Staat voorgelê kragtens klousule 12 (5) (a) van Deel I van die Ooreenkoms]

Naam en adres van werkgever.....

Week eindigende.....

Indeks- nommer deur die Raad toegeken	Familienaam van werknemer	Beroep	Uurloon	Getal ure gedurende week gewerk	Voornaam of -name van werknemer	Totale besoldi- ging betaal	Bedrag waarop bonus betaal word	Totale getal ure siek	Totale getal ure verpligte korttyd	Totale getal ure weg om eie redes

R

R

Bedrag aan Sentrale Vakansiefonds betaalbaar.....R

R

AANHANGSEL B

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

Dag	Aanvangtyd	Uitskeityd	Etensuur
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

[Doktersertificaat kragtens klousule 27 (2) van Deel I van die Ooreenkoms vir die Meubelnywerheid]

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

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

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

Plek

Datum 19

PART II

WAGES

1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry with the exception of the employees referred to in clauses 2 to 12 of this Part, but including foremen and/or supervisors:

Cents per hour

During the period ending 17 March 1977.....	118
Thereafter.....	128

2. Learners employed in learning the operations covered by clause 1:

- For the first year of employment 60 per cent of the wage prescribed in clause 1;
- for the second year of employment: 65 per cent of the wage prescribed in clause 1;
- for the third year of employment: 75 per cent of the wage prescribed in clause 1;
- for the fourth year of employment: 85 per cent of the wage prescribed in clause 1;
- thereafter, the rate prescribed in clause 1.

3. (a) Juvenile male employees engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, as amended, shall be paid the rate prescribed in terms of that Act for the appropriate year of apprenticeship.

(b) All other juveniles: The minimum wage prescribed for adult employees employed on the same class of work.

4. Employees engaged in—

- (1) fixing up of ready made cane mats;
- (2) setting up and operating single drum sander, open disc sander, bobbin sander, air filled sander;
- (3) boring holes;
- (4) morticing on the mortice machine only;
- (5) operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
- (6) filling of cushions with spring interior and/or spring units;
- (7) operating a dowel insertion machine;
- (8) inserting hanger bolt and bolting on of a leg or screwing in of a leg, but excluding the affixing of the plate and/or attachment to the carcass to take the hanger bolt;
- (9) operating an edge veneering machine, but excluding edgebanding;
- (10) machine sanding, excluding double and triple drum and combination drum and belt sander;
- (11) positioning of wooden and metal laths and cross bars to frames for upholstery;

Cents per hour

During the period ending 17 March 1977.....	74
Thereafter.....	79

5. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (3) sandpapering by hand and or portable sander regardless of whether the articles sandpapered are stationary or rotating;
- (4) bending of solid timber by hand or mechanical process;
- (5) filling of holes or cracks in furniture with wood filler or similar substances;
- (6) fixing bed iron, domes and sockets for castors;
- (7) the application of wax;
- (8) the painting and/or filling of edges;

Mediese beampte

DEEL II

LONE

1. Werknemers in enigeen van of al die werksaamhede wat in die Meubelnywerheid verrig word, met uitsondering van die werknemers gemeld in klousules 2 tot 12 van hierdie Deel, maar met inbegrip van voormanne en/of toesighouers:

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	118
Daarna.....	128

2. Leerlinge in diens om die werksaamhede te leer wat deur klousule 1 gedek word:

- Vir die eerste jaar diens: 60 persent van die loon in klousule 1 voorgeskryf;
- vir die tweede jaar diens: 65 persent van die loon in klousule 1 voorgeskryf;
- vir die derde jaar diens: 75 persent van die loon in klousule 1 voorgeskryf;
- vir die vierde jaar diens: 85 persent van die loon in klousule 1 voorgeskryf;
- daarna, die loon in klousule 1 voorgeskryf.

3. (a) Jeugdige manlike werknemers in 'n ambag of tak van 'n ambag aangewys kragtens die wet op vakleerlinge, 1944, soos gewysig, moet die loon betaal word wat ingevolge daardie Wet voorgeskryf word vir die toepaslike leerjaar.

(b) Alle ander jeugdiges: Die minimum loon voorgeskryf vir volwasse werknemers indien werksaam in dieselfde klas werk.

4. Werknemers wat die volgende werk verrig:

- (1) Klaargemaakte rottangmatte vassit;
- (2) eentrommelskuurder, oopskyfskuurder, tolskuurder, luggevulde skuurder oprig en bedien;
- (3) gate boor;
- (4) slegs met die tapmasjien tappe maak;
- (5) uitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (6) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (7) tapinsteekmasjien bedien;
- (8) hangerboute insteek en 'n poot vasbout of 'n poot vas-skroef, maar uitgesonderd die vassit van die plaat en/of aanhegting aan die raam wat die hangerbout moet neem;
- (9) 'n randfineermasjien bedien, maar nie randbande aansit nie;
- (10) met 'n masjien skuur, uitgesonderd met twee- en drietrommel- en kombinasietrommel- en bandskuurder;
- (11) hout- en metaallatte en dwarsstawe aan rame vir stof-feerwerk in posisie plaas:

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	74
Daarna.....	79

5. Werknemers wat die volgende werk verrig:

- (1) vasbout;
- (2) houttappenne en -penne met die hand of masjien maak en/of spits maak;
- (3) met die hand en/of draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;
- (4) soliede hout met die hand of 'n meganiese proses buig;
- (5) gate of barste in meubels met houtvuulsel of soortgelyke stowwe vul;
- (6) bedyster, koepels en wietjierollers vassit;
- (7) was aanwend;
- (8) rande verf en/of vul;

- (9) the removal of doors and fitting prior to preparation for polishing;
- (10) filling in with plaster of paris or any other filling material;
- (11) bleaching of furniture with acids or any other bleaching agent;
- (12) stripping of polished surface;
- (13) staining, oiling, filling and/or reviving by hand only;
- (14) fixing of webbing and/or substitutes but excluding the lashing of coil springs;
- (15) tacking of plywood or hardboard on to loose seats for upholstery purposes;
- (16) spraying of metal;
- (17) riempie work;
- (18) hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing;
- (19) teasing coir or other materials by machine;
- (20) stippling and punching the background of carving;
- (21) knocking on of T & G edge strips by hand, excluding mitred corner sections;
- (22) tacking on of bottoms to upholstered articles;
- (23) work in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts;
- (24) punching away protruding panel pins and/or nails and/or staples in the hand-sanding section;
- (25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size, of pattern and/or shape ready for upholstery;
- (26) fixing of handles by screws, bolts and nuts, screwbolts through pre-bored holes;
- (27) affixing of mirrors by the use of adhesive tape:

Cents per hour

During the period ending 17 March 1977.....	51
Thereafter.....	55

6. (a) Employees engaged in—

- (1) bedding-making which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, 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, cushion bolsters, overlays, quilts, knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations referred to in subclauses (b) and (c);
- (2) weaving of spring mesh;
- (3) stuffing filling into mattress cases whether by hand or machine;
- (4) side stitching;
- (5) tufting whether by hand or machine;
- (6) operating a border quilting machine;
- (7) operating a top quilting machine;
- (8) preparing frames and rollers for the top quilting machine;
- (9) securing, sewing, or stapling interlaced pads to spring units, whether by hand or machine;
- (10) filling of cushions with spring interiors and/or spring units;
- (11) laying out filling material upon a spring unit;
- (12) securing mattress tops, whether quilted or not, in a position for building a prebuilt interior or spring mattress;
- (13) tape edging a spring interior mattress;
- (14) roll edging by hand or machine:

Cents per hour

During the period ending 17 March 1977.....	74
Thereafter.....	79

(b) Employees engaged in—

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

Cents per hour

During the period ending 17 March 1977.....	66
Thereafter.....	72

(c) Employees engaged in—

- (1) bolting by hand of bed mattress frames, studio couch frames and cots;
- (2) preparing spools for a border quilting machine;

- (9) deure en toebehore afhaal voordat dit vir poleerwerk voorberei word;

- (10) met gips of enige ander vulsel vul;
- (11) meubels met sure of enige ander bleikmiddel bleik;
- (12) gepoleerde oppervlak afnerf;
- (13) slegs met die hand beits, olie, vul en/of hernuwe;
- (14) seilbande en/of plaasvervangers aansit maar uitgesonderd die vasbind van spiraalvere;
- (15) laaghout of hardebord aan los sitplekke vir stoffeerwerk vasspyker;
- (16) metaal bespuit;
- (17) riempiewerk;
- (18) heliese vere en/of ketting- en/of sigsag- of nie-sak-tipe veerwerk aanhaak;
- (19) klapperhaar of ander materiaal met 'n masjien uitpluis;
- (20) die agtergrond van houtsneewerk stippel en pons;
- (21) T- en -kantstroke met die hand vasslaan maar uitgesonderd verstekhoekprofile;
- (22) bome aan gestoffeerde artikels vasspyker;
- (23) werk in verband met enigeen van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
- (24) paneelpenne en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuuraksie;
- (25) rolle stoffeermateriaal, goiing, kaliko, crownflex en dergelyke stowwe oopmaak en/of met die hand van selfkant tot selfkant sny, maar uitdruklik nie patroon en/of vorm, gereed vir stoffeerwerk, na grootte sny nie;
- (26) handvatsels met skroewe, boute en moere en skroef-boute deur vooraf geboorde gate vasheg;
- (27) spieëls deur middel van kleefband vasheg;

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	51
Daarna.....	55

6. (a) Werknemers wat die volgende werk verrig:

- (1) Die vervaardiging van beddegoed, wat beteken die vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, kapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of enige ander soortgelyke stof; of enige kombinasie van veerbinnewerk, alle soorte draadvere ketting- en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings-peule, bomatrasse, bedspreie, die vasslaan en/of vashaak aan veermatrasrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die diverse werksaamhede bedoel in subklousules (b) en (c);
- (2) veermaaswerk vleg;
- (3) vulsel met die hand of masjien in matrasslope insteek;
- (4) sye stik;
- (5) klousies maak, met die hand of masjien;
- (6) randstikwerkmasjien bedien;
- (7) topstikmasjien bedien;
- (8) rame en rollers vir die topstikmasjien voorberei;
- (9) deurgevlegte kussinkies aan veereenhede vassit, -stik of -kram, hetsy met die hand of masjien;
- (10) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (11) vulsel op 'n veereenheid spreit;
- (12) matrastoppe vassit, hetsy gestik of nie, in posisie om 'n voorafgeboorde binnewerk of veermatras op te bou;
- (13) bande aan kante van 'n binneveermatras doen;
- (14) rolkantwerk met die hand of masjien doen;

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	74
Daarna.....	79

(b) Werknemers wat die volgende werk verrig:

- (1) Alle stikwerk nodig by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en -onderdele;
- (2) matrashandvatsels aan rande stik;
- (3) gestikte rande aan matrasseneenhede stik vóór die stik van kantrande;
- (4) die bek van die matras met die hand of masjien toewerk;
- (5) randlengtes saamvoeg;
- (6) kopkussings, stoelkussings en peule toewerk;
- (7) toppe, rande en slope uitsny;

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	66
Daarna.....	72

(c) Werknemers wat die volgende werk verrig:

- (1) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (2) spoel vir 'n randstikmasjien voorberei;

- (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 and cross-bars, 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 or buttons or tufts;
- (17) staining and/or varnishing by hand, frames for bedding;
- (18) 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;
- (19) fixing bed irons;
- (20) attaching spring units to bed frames:

Cents per hour

During the period ending 17 March 1977.....	51
Thereafter.....	55

7. Learners employed in learning the classes of work referred to in clause 6 (a):

Per week:

For the first six months of employment: 35 per cent of the wage prescribed in clause 6 (a).

For the second six months of employment: 45 per cent of the wage prescribed in clause 6 (a).

For the third six months of employment: 55 per cent of the wage prescribed in clause 6 (a).

For the fourth six months of employment: 65 per cent of the wage prescribed in clause 6 (a).

Thereafter, the wage prescribed for an employee engaged on work referred to in clause 6 (a).

8. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, or bolsters, but shall exclude the cutting of covers;

(2) buttoning of movable and/or loose cushions;

(3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof:

Cents per hour

During the period ending 17 March 1977.....	66
Thereafter.....	72

9. Learners employed in learning the class of work referred to in clause 8:

Per week:

For the first six months of employment: 50 per cent of the wage prescribed in clause 6 (a).

For the second six months of employment: 60 per cent of the wage prescribed in clause 6 (a).

For the third six months of employment: 70 per cent of the wage prescribed in clause 6 (a).

For the fourth six months of employment: 80 per cent of the wage prescribed in clause 6 (a).

Thereafter, the wage prescribed for an employee engaged on work referred to in clause 8.

10. Employees engaged in—

- (1) cleaning and sweeping of premises;
- (2) cleaning machinery, plant, 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 unbalancing 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/or cardboard containers and thereafter filling and closing such cartons and containers;

- (3) gestikte rande volgens lengte sny;
- (4) gate in matrasrande pons;
- (5) ventileerders en handvatsels aan matrasrande aanbring;
- (6) deurvlegmasjien voer;
- (7) kussinkies uitsny en maak, ongeag die materiaal gebruik;
- (8) latte en dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg;
- (9) matrasrame beits;
- (10) hingsels aan matrasrame heg;
- (11) 'n maas aan 'n matrasraam in posisie plaas en vasheg;
- (12) lusse aan naalde in drukdeurstikmasjien hang;
- (13) doekspreimasjien laai, stoot en bedien;
- (14) 'n pluismasjien bedien;
- (15) 'n oogmaakmasjien bedien;
- (16) lusse, knope of klossies vasheg;
- (17) rame vir beddegoed met die hand beits en/of vernis;
- (18) geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, vasslaan of vashaak, afgesien van die materiale waarvan die rame gemaak is;
- (19) bedyster aanbring;
- (20) veereenhede aan bedrame vasheg;

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	51
Daarna.....	55

7. Leerlinge in diens om die klasse werk te leer wat in klousule 6 (a) genoem word:

Per week:

Vir die eerste ses maande diens: 35 persent van die loon voorgeskryf in klousule 6 (a).

Vir die tweede ses maande diens: 45 persent van die loon voorgeskryf in klousule 6 (a).

Vir die derde ses maande diens: 55 persent van die loon voorgeskryf in klousule 6 (a).

Vir die vierde ses maande diens: 65 persent van die loon voorgeskryf in klousule 6 (a).

Daarna, die loon voorgeskryf vir 'n werknemer in diens op werk bedoel in klousule 6 (a).

8. Werknemers wat die volgende werk verrig:

(1) Enige werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of meganiese toestel, in glipsteek, stik en/of aanmekaarvoeg van oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule, maar uitgesonderd uitsny van oortreksels;

(2) verwyderbare en/of los stoelkussings vasknoop;

(3) koord en/of vlegsel en/of stolpplooiwerk vassit, maar uitgesonderd vaskram en/of met hegspykers vassit:

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..	66
Daarna.....	72

9. Leerlinge in diens om die klasse werk te leer wat in klousule 8 bedoel word:

Per week:

Vir die eerste ses maande diens: 50 persent van die loon voorgeskryf in klousule 6 (a).

Vir die tweede ses maande diens: 60 persent van die loon voorgeskryf in klousule 6 (a).

Vir die derde ses maande diens: 70 persent van die loon voorgeskryf in klousule 6 (a).

Vir die vierde ses maande diens: 80 persent van die loon voorgeskryf in klousule 6 (a).

Daarna, die loon voorgeskryf vir 'n werknemer in diens op werk bedoel in klousule 8.

10. Werknemers wat die volgende werk verrig:

(1) Persele skoonmaak en vee;

(2) masjinerie, installasies, gereedskap, spuittoestelle en gerei skoonmaak;

(3) masjiene en/of voertuie olie en smeer;

(4) afwit;

(5) voertuie laai en/of aflaa;

(6) materiaal hanteer;

(7) 'n voertuig of stootkar stoot of trek;

(8) met handvoertuie aflewer;

(9) grondstowwe uitpak, baal en uit bale haal;

(10) uitrusting skoonmaak en skoonblaas;

(11) stoomketel, verbrander en/of oond bedien;

(12) droogoonde laai en ontlai;

(13) tee of ander dergelike drankte maak;

(14) hout vir preservering behandel;

(15) artikels in kartonne en/of kartonhouers verpak;

(16) artikels in kartonne en/of kartonhouers verpak en daarna dié kartonne en kartonhouers vul en sluit;

- (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 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 and glueing together of rubber or substitute materials;
- (29) taping of veneers and attending veneer press;
- (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 interiors and/or spring units;
- (33) beating and/or teasing coir by hand;
- (34) cleaning metal rods;
- (35) mass-measuring pillows, bolsters, quilts and cushions;
- (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;
- (54) rubbing on of glue blocks;
- (55) insertion of corrugated fasteners in the process of assembling frames;
- (56) trimming away by hand or hand tool of excess veneer after affixing of veneer;
- (57) insertion of screws into pre-bored holes preparatory to screwing;
- (58) affixing of nut and or nut covers to bolts;
- (59) bolting handles;
- (60) dropping glass into pre-made grooves or rebates but excluding the affixing of glass in position with beading and/or securing glass in any other manner;
- (61) edge veneering by hand;
- (62) cutting foam rubber and/or similar substances to shape and/or size;
- (63) operating a foam mincing machine;
- (64) cutting of cardboard in the upholstery section by hand and/or guillotine but excluding the use of any other machine or the cutting of cardboard in any other department;
- (65) filling loose cushion cases with filling material;
- (66) knocking in wooden dowels by hand;
- (67) glueing of foam rubber and/or similar substances to cover material for quilting only;

Cents per hour

During the period ending 17 March 1977..... 51
 Thereafter..... 55

- (17) lym afwas en/of afvee;
- (18) gebruikte stoffeerwerk en beddegoed uitmekaar haal;
- (19) meubelmasjienwerker help om materiale vóór en ná masjienbewerking te hanteer;
- (20) metaalstawe sny, skarniere, metaalbuise, metaalstrookies, ketting, draad, hoepelyster en ander dergelike materiale sny;
- (21) ysterboutte en -stawe klink of skroefdraad daarin sny;
- (22) enige soort pers bedien;
- (23) stoffeerspringvere baal en indompel;
- (24) sorg vir stofsakke en/of siklones van skuurmasjine;
- (25) skuurpapierskywe lym;
- (26) in papier of karton toedraai;
- (27) rubbereenhede in matrasslope insit;
- (28) rubber of plaasvervangers daarvan uitsny en aanmekaar lym;
- (29) fineerhout met boutte vassit en fineerpers bedien;
- (30) lym en papier van geperste fineerhout verwyder, afwas en/of afhaal;
- (31) hoepelyster wat vir vlegwerk gebruik word; reguit maak en/of sny;
- (32) kopkussings, stoelkussings en peule met stowwe of materiaal vul, behalwe veerbinnewerk en/of veereenhede;
- (33) klapperhaar met die hand uitklop en/of uitpluis;
- (34) metaalstawe skoonmaak;
- (35) die massa van kopkussings, peule, bedspreie en stoelkussings meet;
- (36) klapperhaar of enige ander materiaal met die hand uitpluis;
- (37) beddegoed uitmekaar haal;
- (38) lym van meubels verwyder;
- (39) metaaldele buig, pons, klink, boor en/of inmeekaarsit;
- (40) lym meng, massameet en voorberei;
- (41) lym en lymverhardmiddels met die hand, kwas of masjien aansit en/of spre, maar uitdruklik nie die meubelonderdele inmeekaarsit of monteer nie. Hierdie uitsondering is nie van toepassing op die werknemers in subklousule (45) hieronder bedoel nie;
- (42) tapplatdrukmasjien bedien;
- (43) met leipatroon en/of setmaat afmerk ter voorbereiding vir masjinerie;
- (44) merk van patroon, leipatroon en/of setmaat;
- (45) meubelonderdele inmeekaarsit of monteer deur middel van lym, klampe of druktoestelle: Met dien verstande dat die getalsverhouding van werknemers wat dié werk uitvoer, tot werknemers wat die loon ontvang wat voorgeskryf word in klousule 1 van hierdie Deel en wat lym-, klamp- of drukwerk uitvoer, hoogstens twee tot een mag wees;
- (46) skuurpapier of -skywe en -bande vir oopbandskuurders maak en saamvoeg;
- (47) materiale deursy;
- (48) fineerstukke, laaghout en hardebord aan rame of kernmateriaal vassit met bande, kramme, en/of hegspykers, vir perswerk;
- (49) verbandlose laswerk met masjien;
- (50) enige soort vakuumsak en pers laai en ontlai;
- (51) gom- of ander bande was;
- (52) onderdele ná perswerk opstapel;
- (53) stoffeerder help deur oortreksel vas te hou;
- (54) gomblokke aansmeer;
- (55) geriffeelde vasmakers insit in die proses om rame inmeekaar te sit;
- (56) oortollige fineer met die hand of handgereedskap afwerk nadat fineer aangesit is;
- (57) skroewe in reeds geboorde gate insit voordat vasgeskroef word;
- (58) moere en/of moerdekseltjies aan boutte vassit;
- (59) handvatsels vasbout;
- (60) glas in vooraf vervaardigde groewe of sponnings laat sak, maar uitgesonderd glas met kraallyswerk in posisie vassit en/of glas op enige ander manier vassit;
- (61) randfineerwerk met die hand doen;
- (62) skuumrubber en/of dergelike stowwe na fatsoen en/of grootte sny;
- (63) 'n skuummaalmasjien bedien;
- (64) karton in die stoffeerseksie met die hand en/of valmes sny, maar uitgesonderd die gebruik van enige ander masjien of die sny van karton in enige ander afdeling;
- (65) los stoelkussingslope met vulmateriaal volmaak;
- (66) houttappenne met die hand inslaan;
- (67) skuumrubber en/of soortgelyke stowwe vaslym aan oortrekselmateriaal vir deurstikwerk alleen.

Sent per uur

Gedurende die tydperk eindigende 17 Maart 1977..... 51
 Daarna..... 55

11. (a) Employees engaged in the welding of metal other than spot welding:

	Cents per hour
During the period ending 17 March 1977.....	118
Thereafter.....	128

(b) Employees engaged in spot welding:

During the period ending 17 March 1977.....	74
Thereafter.....	79

(c) Employees engaged in the maintenance of machinery:

During the period ending 17 March 1977.....	118
Thereafter.....	128

(d) Employees employed as despatch clerks, storemen or timekeepers:

During the period ending 17 March 1977.....	74
Thereafter.....	79

(e) Employees employed as caretakers or watchmen:

During the period ending 17 March 1977.....	66
Thereafter.....	72

(f) Employees employed as packers:

During the period ending 17 March 1977.....	66
Thereafter.....	72

(g) Employees employed as learner packers:

During the period ending 17 March 1977.....	51
Thereafter.....	55

(h) Employees employed as office messengers:

During the period ending 17 March 1977.....	51
Thereafter.....	55

(i) Casual employees..... 50

12. *Clerical employees.*—Notwithstanding anything to the contrary in this Agreement, the following wages shall be the minimum wages payable to male and female clerical employees:

	Per month R
During the first year of employment.....	90
During the second year of employment.....	100
During the third year of employment.....	110
During the fourth year of employment.....	120
During the fifth year of employment.....	130
Thereafter.....	140

PART III

DRIVERS OF MOTOR VEHICLES

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

1. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Part which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and unless inconsistent with the context—

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

“day” means the period of 24 hours calculated from the time the employee commences work;

“emergency work” means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 4, and any other work arising from any unforeseen occurrence owing to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay or which is necessary to ensure the maintenance and/or provision of power, light, water, telephone, public health, sanitary, cleansing, public transport or airport services or for the fulfilment of orders for the supply of goods to, or the provision of services in connection with ships, trains, air services, hospitals or the armed forces of the Republic;

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

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

“licensing authority” means any authority empowered by law to issue licences in respect of vehicles and/or trailers;

11. (a) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk:

	Sent per uur
Gedurende die tydperk eindigende 17 Maart 1977.....	118
Daarna.....	128

(b) Werknemers wat puntsweiswerk verrig:

Gedurende die tydperk eindigende 17 Maart 1977.....	74
Daarna.....	79

(c) Werknemers wat masjinerie onderhou:

Gedurende die tydperk eindigende 17 Maart 1977.....	118
Daarna.....	128

(d) Werknemers in diens as versendingsklerke, magasynmanne of tydopnemers:

Gedurende die tydperk eindigende 17 Maart 1977.....	74
Daarna.....	79

(e) Werknemers in diens as opsigters of wagte:

Gedurende die tydperk eindigende 17 Maart 1977.....	66
Daarna.....	72

(f) Werknemers in diens as verpakkers:

Gedurende die tydperk eindigende 17 Maart 1977.....	66
Daarna.....	72

(g) Werknemers in diens as leerlingverpakkers:

Gedurende die tydperk eindigende 17 Maart 1977.....	51
Daarna.....	55

(h) Werknemers in diens as kantoorbodes:

Gedurende die tydperk eindigende 17 Maart 1977.....	51
Daarna.....	55

(i) Los werknemers..... 50

12. *Klerklike werknemers.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, is ondergemelde lone die minimum lone wat aan manlike en vroulike klerklike werknemers betaalbaar is:

	Per maand R
Gedurende die eerste jaar diens.....	90
Gedurende die tweede jaar diens.....	100
Gedurende die derde jaar diens.....	110
Gedurende die vierde jaar diens.....	120
Gedurende die vyfde jaar diens.....	130
Daarna.....	140

DEEL III

MOTORVOERTUIGDRYWERS

Ondanks andersluidende bepalings in hierdie Ooreenkoms is die volgende bepalings van toepassing op motorvoertuigdrywers:

1. WOORDOMSKRYWINGS

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Deel gebring is in die Wet op Nywerheidsversoenings, 1956, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

“los werknemer” ’n werknemer wat op hoogstens drie dae in ’n week by dieselfde werkgever in diens is;

“dag” die tydperk van 24 uur, bereken vanaf die tyd waarop die werknemer begin werk;

“noodwerk” enige werk wat noodsaaklik geword het as gevolg van die onklaarraking van installasie of masjinerie of ’n ander onvoorsiene noodgeval of in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure, voorgeskryf in klousule 4, verrig kan word nie, en enige ander werk wat weens onvoorsiene omstandighede soos ’n brand, storm, ongeluk, epidemie, gewelddaad, oproer of diefstal sonder versuim verrig moet word, of wat noodsaaklik is om die instandhouding en/of verskaffing te verseker van krag, lig, water, telefoon, openbare gesondheid, gesondheidsdienste, skoonmaakwerk, openbare vervoer- of lughawediens, of vir die uitvoer van bestellings vir die verskaffing van goedere aan, of die verskaffing van dienste in verband met skepe, treine, lugdienste, hospitale of die gewapende magte van die Republiek;

“bedryfsinrigting” ’n plek waar sake in die Meubelnywerheid gedoen word en omvat dit enige plek waar ’n persoon in diens is in engeen van of al die klasse werk wat in Deel II van hierdie Ooreenkoms genoem word;

“werkure” alle tydperke wat daar gedryf word en alle tyd wat die drywer aan werk in verband met die voertuig of die vrag bestee en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te werk;

“lisensie-owerheid” enige owerheid, wat by Wet gemaagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

"motor transport driving" means the driving of vehicles used for the transportation of goods and which are propelled by other than human or animal power; and includes any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required;

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

"trailer" means any conveyance drawn by a vehicle;

"unladen mass" means the mass of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

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

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 4 of this Part of the Agreement.

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

2. WAGES

(1) The minimum wage which shall be paid weekly by an employer to each of the undermentioned classes of his employees shall be as set out hereunder:

(a) *Employees other than casual employees.*—An employee who drives a vehicle, other than a steam-wagon, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicles—

(1) *does not exceed 2 722 kg:*

54c per hour during the period ending 17 March, 1977;

58c per hour thereafter;

(2) *exceeds 2 722 kg but does not exceed 4 536 kg:*

68c per hour during the period ending 17 March 1977;

74c per hour thereafter;

(3) *exceeds 4 536 kg:*

77c per hour during the period ending 17 March 1977;

85c per hour thereafter.

(b) *Casual employee.*—For each day or part of a day of employment, one-fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Basis of contract.*—For the purposes of this clause, the basis of contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in subclause (3) and in clause 3 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of this class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 (1) or less.

(3) *Differential wage.*—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 of this Agreement 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 higher weekly rate; 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 of this Agreement based on experience, sex or age, the provisions of this clause shall not apply.

(4) *Subsistence allowance.*—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid, in addition to the wage prescribed in subclause (1), a subsistence allowance of not less than—

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

(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R3,00;

(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R3,50;

"motorvoertuie dryf" om voertuie te dryf wat gebruik word vir die vervoer van goedere en wat aangedryf word deur ander krag as dié van mense of diere, en omvat dit enige tyd wat 'n drywer aan ander werk in verband met die voertuig of die vrug bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te werk wanneer dit vereis word;

"stukwerk" of "taakwerk" enige stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die massa, omvang van of getal artikels of goedere wat vervoer is of word, of op die getal ritte onderneem of die kilometers afgelê;

"sleepwa" enige vervoermiddel wat deur 'n voertuig getrek word;

"onbelaste massa" die massa van enige voertuig en/of sleepwa soos aangedui op 'n lisensie of sertifikaat wat deur 'n lisensieowerheid uitgereik is ten opsigte van dié voertuig of sleepwa;

"Voertuig" 'n vervoermiddel wat gebruik word vir die vervoer van goedere en wat aangedryf word deur ander krag as dié van mense of diere en omvat dit 'n voorhaker en/of trekker;

"loon" dié gedeelte van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure vasgestel in klousule 4 van hierdie Deel van die Ooreenkoms.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Deel, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

2. LONE

(1) Die minimum weekloon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:

(a) *Werknemers, uitgesonderd los werknemers.*—'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, dryf waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuie getrek word—

(1) *hoogstens 2 722 kg is:*

54c per uur gedurende die tydperk eindigende 17 Maart 1977;

58c per uur daarna;

(2) *meer as 2 722 kg maar hoogstens 4 536 kg:*

68c per uur gedurende die tydperk eindigende 17 Maart 1977;

74c per uur daarna;

(3) *meer as 4 536 kg is:*

77c per uur gedurende die tydperk eindigende 17 Maart 1977;

85c per uur daarna.

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, een-vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens subklousule (3) en klousule 3 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat in klousule 4 (1) voorgeskryf word, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om, benewens sy eie werk of in die plek daarvan, 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 van hierdie Ooreenkoms voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:

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

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

Met dien verstande dat waar daar ooreenkomstig Deel II van hierdie Ooreenkoms 'n verskil tussen klasse is wat gegrond word op ondervinding, geslag of ouderdom, hierdie klousule nie van toepassing is nie.

(4) *Onderhoudstoelae.*—Wanneer die werk van 'n werknemer hom verhoed om vir sy nagrus na sy tuiste terug te keer, moet hy, benewens die loon voorgeskryf in subklousule (1), 'n onderhoudstoelae betaal word van minstens—

(a) wanneer dit vir die werknemer nodig is om aandete en bed te verkry: R2,50.

(b) wanneer dit vir die werknemer nodig is om aandete, bed en ontbyt te verkry: R3;

(c) wanneer dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te verkry: R3,50.

(5) *Calculation of monthly wage.*—Whenever the wage due to an employee is, in terms of clause 3 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in subclause (1) for an employee of his class.

3. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 5 (3) and (4), any amount due to an employee, other than a casual employee shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, monthly, during the hours of work or within 30 minutes of ceasing work, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and shall be contained in an envelope or other container or accompanied by a statement showing the employer's name, employee's name or pay-roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, and the period in respect of which payment is made.

(2) *Casual employee.*—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

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

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employees to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds: Provided that in the case of a deduction for sick benefit or provident funds in terms of the second proviso to clause 6 (1) the written consent of the employee need not be obtained;

(b) with the written consent of an employee, deductions for contributions to the funds of the trade unions may be made;

(c) except where otherwise provided in this Agreement, whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

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

(e) any amount which may be set off in accordance with common law against any debt owing to an employer by an employee;

(f) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day, on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such a day;

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

	Per week	Per month
	R	R
Board.....	0,42	1,82
Lodging.....	0,21	0,91
Board and lodging.....	0,63	2,73

(h) subject to the provisions of clause 8 of Part I, a deduction proportionate to the amount of short-time worked.

4. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENTS FOR OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee other than a casual employee, shall not exceed—

(a) in the case of an employee who works a six-day week—

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

(ii) eight and a half on five days in any week and five and a half on the remaining day;

(5) *Berekening van maandloon.*—Wanneer die loon verskuldig aan 'n werknemer ingevolge klousule 3 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen 'n skaal van vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

3. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 5 (3) en (4), moet enige bedrag wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant betaal word, of indien die werkgewer en sy werknemer skriftelik daarvoor ooreengekom het, maandeliks gedurende die werkure of binne 30 minute nadat die werk gestaak is, op die bedryfs-inrigting se gewone betaaldag of by diensbeëindiging indien dit vóór die gewone betaaldag plaasvind, en die bedrag moet in 'n kovert of ander houer wees waarop, of vergesel gaan van 'n staat waarop die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone werkure en oortydure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling geskied, gemeld word.

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

(3) *Premies.*—'n Werkgewer mag nie regstreeks of onregstreeks ten opsigte van die indiensneming of opleiding van 'n werknemer betaal word of sodanige betaling aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra.

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

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of 'n persoon of by 'n plek wat deur hom aangewys word, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes opleë of enige bedrag van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende wel mag aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, voorsorg- of pensioenfonds: Met dien verstande dat die skriftelike toestemming van die werknemer nie verkry hoef te word nie in die geval van 'n aftrekking vir 'n siektebystands- of voorsorg-fonds ingevolge die tweede voorbehoudsbepaling van klousule 6 (1);

(b) met die skriftelike toestemming van 'n werknemer, 'n bedrag vir bydraes tot die fondse van die vakverenigings;

(c) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, 'n bedrag wat in verhouding staan tot die tydperk van sy afwesigheid en wat bereken is op die grondslag van die weekloon wat die werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(d) 'n bedrag wat 'n werkgewer kragtens of ingevolge enige statuuwre wet of bevel van 'n bevoegde hof moet of mag aftrek;

(e) enige bedrag wat ooreenkomstig die gemene reg vir enige skuld van 'n werknemer aan 'n werkgewer afgetrek mag word;

(f) 'n bedrag gelyk aan die loon wat hy sou ontvang het indien hy op so 'n dag gewerk het ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Republiekdag of Kersdag, waarop van die werknemer vereis of hy toegelaat word om nie te werk nie;

(g) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens dié hieronder genoem:

	Per week	Per maand
	R	R
Kos.....	0,42	1,82
Inwoning.....	0,21	0,91
Kos en inwoning.....	0,63	2,73

(h) behoudens klousule 8 van Deel I, 'n bedrag in verhouding tot die hoeveelheid korttyd wat gewerk is.

4. WERKURE, GEWONE EN OORTYD-, EN BESOLDIGING VIR OORTYDWERK

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

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) agt-en-veertig in 'n week vanaf Maandag tot en met Saterdag;

(ii) agt en 'n half op vyf dae in 'n week en vyf en 'n half op die oorblywende dag;

- (b) in the case of an employee who works a five-day week—
 (i) forty-eight in any week from Monday to Friday, inclusive;
 (ii) nine and three-quarters on any day: Provided that the number of hours of work in any week does not exceed 48.
 (2) The ordinary hours of work of a casual employee shall not exceed—

(a) in the case where the employer's business is conducted on the basis of a six-day week, eight and a half on any day;

(b) in the case where the employer's business is conducted on the basis of a five-day week, nine and three-quarters on any day.

(3) *Meal breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(a) if such interval be for longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in subclauses (1) and (2) shall be deemed to be overtime.

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

(a) ten hours in any week;

(b) two hours on any day:

Provided that in the case of an employee engaged in the removal of furniture, the limit of two hours a day may on any of the first four and any of the last four work-days in a month, be exceeded by not more than two hours, if by such extension the total number of hours of overtime worked by such employee in a month does not exceed 43½.

(7) *Payment for overtime.*—An employer shall pay to his employee in respect of all overtime worked, remuneration at a rate of not less than one and one-third times his ordinary wage: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(8) *Savings.*—The provisions of subclauses (3), (4) and (6) shall not apply to an employee while he is engaged in the performance of emergency work.

5. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee in respect of each completed year of employment with him, 15 consecutive work-days leave on full pay.

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 6 nor with any period during which the employee is undergoing any military training;

(iii) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave remuneration.*—The remuneration in respect of annual leave referred to in subclause (1) shall be paid not later than the last work-day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued shall, save as provided in proviso (iv) to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than five twenty-fourths of the weekly wage which he was receiving immediately before the date of such termination.

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) agt-en-veertig in 'n week vanaf Maandag tot en met Vrydag;

(ii) nege en driekwart op 'n dag: Met dien verstande dat die getal werkure in 'n week hoogstens 48 is.

(2) Die gewone werkure van 'n los werknemer mag hoogstens die volgende wees:

(a) In die geval waar die werkgewer se besigheid gedryf word op 'n grondslag van ses dae per week, agt en 'n half op 'n dag;

(b) in die geval waar die werkgewer se besigheid gedryf word op die grondslag van vyf dae per week, nege en driekwart op 'n dag.

(3) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n etenspouse van minstens een uur nie, en gedurende dié pouse mag geen werk verrig word nie, en die pouse word nie geag deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

(a) indien sodanige pouse langer as een uur is, enige tydperk van langer as een en 'n kwart uur geag word gewone werkure te wees;

(b) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure agtereenvolgend wees.

(5) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die getal gewone werkure wat in subklousule (1) en (2) ten opsigte van 'n dag of 'n week voorgeskryf word, word geag oortyd te wees.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) tien uur in 'n week;

(b) twee uur op 'n dag:

Met dien verstande dat in die geval van 'n werknemer wat meubels verwyder, die beperking van twee uur per dag op enige dag van die eerste vier en enige van die laaste vier werkdae in 'n maand hoogstens twee uur te bowe mag gaan, as die totale getal oortydure wat so 'n werknemer in 'n maand gewerk het, nie deur sodanige verlening meer as 43½ is nie.

(7) *Besoldiging vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat gewerk word, besoldig teen minstens een en 'n derde maal sy gewone loon: Met dien verstande dat waar die oortyd in 'n week, bereken op 'n daaglikse grondslag, verskil van oortyd bereken op 'n weeklikse grondslag, die grondslag wat die grootste hoeveelheid oortyd gedurende die week bedra, aanvaar moet word.

(8) *Voorbehoudsbepalings.*—Subklousules (3), (4) en (6) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

5. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooid jaar diens by hom, 15 agtereenvolgende werkdae verlof met volle besoldiging toestaan.

(2) Die verlof in subklousule (1) voorgeskryf, moet toegestaan word op 'n tydstop wat die werkgewer moet vasstel: Met dien verstande dat—

(i) indien die verlof nie vroeër toegestaan is nie, dit binne twee maande ná die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;

(ii) die verloftydperk nie met siekteverlof wat ingevolge klousule 6 toegestaan is of met inigteverlof van militêre opleiding wat die werknemer ondergaan, mag saam val nie;

(iii) indien Nuwejaarsdag, Goëe Vrydag, Hemelvaartsdag, Gelofte-dag, Republiekdag of Kersdag binne die tydperk van die verlof val, nog 'n werkdag in die plek van elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk met volle besoldiging;

(iv) 'n werkgewer alle dae geleentheidsverlof wat gedurende die tydperk van een jaar diens waarop die verloftydperk betrekking het, met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek toegestaan is, van die verloftydperk mag aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) gemeld, moet vóór of op die laaste werkdag vóór die aanvangsdatum van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die verloftydperk wat in subklousule (1) bedoel word, hom toegekome het, moet, behoudens voorbehoudsbepaling (iv) van subklousule (2), by sodanige beëindiging in plaas van verlof minstens vyf vier-en-twintigstes van die weekloon wat hy onmiddellik vóór die datum van sodanige beëindiging ontvang het, betaal word ten opsigte van elke voltooid maand van sodanige tydperk van minder as een jaar.

(5) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon termination be paid in respect of leave the amounts referred to in subclauses (1) and (4).

(6) For the purposes of this clause, the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of subclause (1);
- (b) undergoing any military training in pursuance of the Defence Act, 1957;
- (c) absent from work on the instruction of or at the request of his employer;
- (d) absent on sick leave in terms of clause 6;

amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year, and shall be deemed to commence—

(i) in the case of an employee who has before the coming into operation of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law, providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.

6. SICK LEAVE

(1) An employer shall grant to his employee after two months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, 12 work days;
- (b) in the case of an employee who works a five-day week, 10 work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence: Provided further that where, in any establishment, there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee, and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees: Provided further that where an employer is, by any law, required to pay, and pays hospital fees in respect of any employee referred to in such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) For the purposes of this clause, the expression "employment" shall have the same meaning as in clause 5 (6).

7. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this subclause shall not apply.

(5) 'n Werknemer wat geregtig geword het op 'n verloftydperk ingevolge subklousule (1) en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by sodanige beëindiging ten opsigte van verlof die bedrae betaal word wat in subklousules (1) en (4) genoem word.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit ten opsigte waarvan 'n werknemer afwesig is—

- (a) met verlof kragtens subklousule (1);
- (b) terwyl hy militêre opleiding kragtens die Verdedigingswet, 1957, ondergaan;
- (c) op las of op versoek van sy werkgever;
- (d) met siekteverlof kragtens klousule 6;

wat altesaam hoogstens 10 weke in 'n jaar ten opsigte van items (a), (c) en (d) beloop, plus enige tydperk tot vier maande militêre opleiding wat in daardie jaar ondergaan is, en word geag te begin—

(i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkoms kragtens enige wet op verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens dié wet op die verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was vóór die inwerking-treding van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ooreenkomstig dié wet op verlof geregtig geword het nie, op die datum waarop die diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop die werknemer in sy werkgever se diens getree het of op die datum waarop hierdie Ooreenkoms in werking getree het, en wel op die jongste van die twee datums.

6. SIEKTEVERLOF

(1) 'n Werkgever moet sy werknemer ná twee maande diens by hom, en wat afwesig is van die werk as gevolg van siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, die volgende toestaan:

- (a) In die geval van 'n werknemer wat ses dae in 'n week werk, altesaam 12 werkdade;
- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam 10 werkdade;

siekteverlof gedurende enige diensjaar by hom en moet hom ten opsigte van die tydperk van afwesigheid ingevolge hier-van minstens die loon betaal wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat 'n werkgever kan eis dat 'n sertifikaat, onderteken deur 'n geregi-streerde mediese praktisyn, ingedien word wat die aard en duur van die werknemer se siekte ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, toon as 'n voorwaarde wat die betaling van enige bedrag ten opsigte van dié afwesigheid voorafgaan: Voorts met dien verstande dat waar daar in 'n bedryfsinrigting ingevolge 'n ooreenkoms tussen 'n werkgever en sommige van of al sy werknemers of tussen 'n werkgever en 'n geregistreerde vakvereniging, 'n siektebystands- of voorsorgfonds bestaan of ingestel mag word waartoe die werkgever ten opsigte van elk van sy werknemers wat daarby kan baat 'n bedrag bydra van minstens die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit dié werknemer ingeval van afwesigheid of afwesighede van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is) geregtig is om in enige bepaalde jaar altesaam minstens die bedrag gelyk aan sy volle loon vir twee weke ten opsigte van die afwesigheid of afwesighede te ontvang in omstandighede wat vir die werk-nemer wesenlik nie minder voordelig is as hierdie bepaling nie, hierdie klousule nie op sodanige werknemers van toepassing is nie: Voorts met dien verstande dat waar daar van 'n werkgever by enige wet vereis word om hospitaalgeld te betaal en hy dit wel betaal ten opsigte van 'n werknemer in sodanige wet genoem, die bedrag aldus betaal van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klousule, afgetrek mag word, maar hoogstens die bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor voorsiening hierin gemaak word;

(2) Vir die toepassing van hierdie klousule, beteken die uit-drukking "diens" dieselfde as in klousule 5 (6).

7. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag en Kersdag: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk: Voorts met dien verstande dat, in die geval van 'n werknemer wat vyf dae in 'n week werk, hierdie subklousule nie van toepassing is wanneer sodanige vakansiedag op die sesde dag van die week val nie,

(2) *Payment for work on public holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in subclause (1), plus in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 2 (1) for a casual employee, plus, in respect of each hour or part of an hour so worked, such wage divided by nine.

(3) *Payment for work on Sunday.*—(a) Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or

(ii) pay him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday, one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(b) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed in clause 2 (1) for a casual employee.

8. PIECE-WORK OR TASK-WORK

(1) Save as provided in clause 3 (6), an employer shall pay his employee on piece-work or task-work for any period, remuneration at the rates agreed upon between the employer and his employee: Provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

(a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work or task-work is performed, the weekly wage prescribed in clause 2 (1) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which piece-work or task-work is performed, the wage prescribed in clause 2 (1) for a casual employee.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work or task-work rates referred to in subclause (1).

(3) The employer shall not reduce the rates referred to in subclause (1) without the consent of the employee.

9. UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING

An employer shall supply and maintain in good condition, free of charge, any uniforms, overalls and/or protective clothing, which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and such uniforms, overalls and/or protective clothing shall remain the property of the employer.

10. CERTIFICATE OF SERVICE

At the request of an employee, an employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

11. LOG-BOOK

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

DAILY LOG

Name of employer.....
 Name of driver.....
 Type of vehicle and unladen mass thereof.....
 Number of trailers attached to vehicle and unladen mass of each trailer.....
 Time of starting work.....
 Time of finishing work.....
 Number of ordinary hours worked.....
 Number of hours overtime.....
 Meal hour(s)..... h..... to h.....
 Breakdowns, accidents and/or other delays.....

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

Signature of driver

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die bedrag genoem in subklousule (1), betaal, plus sy weekloon gedeel deur die getal gewone werkure wat hy in 'n week gewerk het, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal wat in klousule 2 (1) vir 'n los werknemer voorgeskryf word, plus dié loon gedeel deur nege, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

(3) *Betaling vir werk op Sondae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom of—

(i) minstens twee maal die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) vir elke uur of gedeelte van 'n uur aldus gewerk, minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae vanaf dié Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen 'n skaal van minstens sy gewone loon asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens twee maal die loon betaal wat in klousule 2 (1) vir 'n los werknemer voorgeskryf word.

8. STUKWERK OF TAAKWERK

(1) Behoudens klousule 3 (6), moet 'n werkgever sy werknemer wat stukwerk of taakwerk vir enige tydperk verrig, besoldig teen die loon waarvoor die werkgever en sy werknemer ooreengekom het: Met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk gedoen, die werkgever sodanige werknemer minstens die volgende moet betaal:

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk of taakwerk verrig word, die weekloon in klousule 2 (1) vir 'n werknemer van sy klas voorgeskryf;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk of taakwerk verrig word, die loon in klousule 2 (1) vir 'n los werknemer voorgeskryf.

(2) 'n Werkgever moet op 'n opvallende plek in sy bedryfsinrigting 'n lys opgeplak hou van die stukwerk- of taakwerkklone in subklousule (1) genoem.

(3) Die werkgever mag nie die lone in subklousule (1) gemeld sonder die toestemming van die werknemer verminder nie.

9. UNIFORMS, OORPAKKE EN/OF BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke en/of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare toestand hou, en dié uniforms, oorpakke en/of beskermende klere bly die eiendom van die werkgever.

10. DIENSSERTIFIKAAT

Op versoek van 'n werknemer moet 'n werkgever by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat verskaf wat die volle naam van die werkgever en werknemer, die aard van die diens, die datum waarop die kontrak in werking getree het en die datum waarop dit beëindig is en die loon op die datum van die beëindiging, vermeld.

11. LOGBOEK

(1) Elke werkgever moet 'n logboek met duplikaatfolio's verskaf vir die gebruik van elke werknemer in sy diens, so na as doenlik in die volgende vorm—

DAAGLIKSE LOG

Naam van werkgever.....
 Naam van drywer.....
 Soort voertuig en die onbelaste massa daarvan.....
 Getal sleepwaens aangehaak aan voertuig en die onbelaste massa van elke sleepwa.....
 Tyd waarop werk begin het.....
 Tyd waarop werk opgehou het.....
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenspouse(s) van..... h..... tot..... h.....
 Onklaarrakings, ongelukke en/of ander oponthoude.....

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

Handtekening van drywer

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

(3) An employer shall keep permanently affixed to, or indicated on, each vehicle or trailer in an accessible place, a legible notice specifying the unladen mass of such vehicle or trailer according to the licence issued in respect thereof.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment, or an employer or employee may terminate the contract of employment without notice by the employer paying the employee or the employee forfeiting or paying to the employer not less than—

(a) in the case of 24 hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination, divided by six in the case of an employee who works a six-day week and by five in the case of an employee who works a five-day week;

(b) in the case of a week's notice, the weekly wage which the employee was receiving immediately before the date of such termination;

Provided that this shall not effect—

(i) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

(2) When an agreement is entered into in terms of the second proviso to subclause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 5 or on sick leave in terms of clause 6 or whilst undergoing any military training, in pursuance of the Defence Act, 1957.

This Agreement signed on behalf of the parties this 31st day of March 1976.

A. J. SAAYMAN, Chairman of the Council.

J. B. CONNACHER, Vice-Chairman of the Council.

A. S. YOUNG, Secretary of the Council.

(2) Elke werknemer moet, wanneer hy voorsien word van die logboek wat in subklousule (1) genoem word, tensy hy deur siekte of ander onvermydelike oorsake verhinder word om dit te doen, die daaglikse logboek in tweevoud byhou, so na as doenlik in die voorgeskrewe vorm, ten opsigte van elke dag se werk en moet binne 24 uur ná die voltooiing van die dag se werk waarop dit betrekking het, 'n ingevulde duplikaatkopie daarvan by sy werkgever inlewer.

(3) 'n Werkgever moet op elke voertuig of sleepwa, en wel op 'n toeganklike plek, 'n leesbare kennisgewing wat die onbelaste massa van sodanige voertuig of sleepwa meld ooreenkomstig die lisensie wat ten opsigte daarvan uitgereik is, permanent vasgeheg of aangedui hou.

(4) Elke werkgever moet die ingevulde afskrif van die daaglikse log bewaar vir 'n tydperk van drie jaar ná die datum waarop dit ingevul is.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgever of werknemer kan die dienskontrak sonder kennisgewing beëindig deur minstens die volgende aan die werknemer te betaal of aan die werkgever te betaal of te verbeur:

(a) In die geval van 24 uur kennisgewing, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur ses in die geval van 'n werknemer wat ses dae in 'n week werk, en vyf in die geval van 'n werknemer wat vyf dae in 'n week werk;

(b) in die geval van 'n week kennisgewing, die weekloon wat die werknemer onmiddellik vóór die datum van die beëindiging ontvang het;

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgever of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing wat vir albei partye ewe lank en langer as een week is;

(iii) die werking van 'n verbeurings- of strafbeding wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waaroor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) gemeld, loop vanaf die dag waarop daar kennis gegee word: Met dien verstande dat die tydperk van kennisgewing nie mag saamval nie met, of dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof wat ooreenkomstig klousule 5, of met siekteverlof wat ooreenkomstig klousule 6 toegestaan is, of met enige tydperk waarin hy militêre opleiding kragtens die Verdedigingswet, 1957, ondergaan.

Hierdie Ooreenkoms namens die partye op hede die 31ste dag van Maart 1976 onderteken.

A. J. SAAYMAN, Voorsitter van die Raad.

J. B. CONNACHER, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

No. 970 11 June 1976
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE

I, Stephanus Petrus Botha, 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, Eastern Cape Province, published under Government Notice R. 969 of 11 June 1976, 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.

S. P. BOTHA, Minister of Labour.

No. 970 11 Junie 1976
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE

Ek, Stephanus Petrus Botha, 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, Oostelike Kaapprovinsie, gepubliseer by Goewermentskennisgewing R. 969 van 11 Junie 1976, oor die algemeen vir werknemers wie se werkkure 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.

S. P. BOTHA, Minister van Arbeid.

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