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GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2065

21 September 1979

WET OP NYWERHEIDSVERSOENING, 1956
MEUBELNYWERHEID, WES-KAAPLAND.—
HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 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) (e), 12, 22, 24 en 25 van Deel I, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede 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) (e), 12, 22, 24 en 25 van Deel I, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragebenutting.

15392—A

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2065

21 September 1979

INDUSTRIAL CONCILIATION ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (4) (e), 12, 22, 24 and 25 of Part I, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, 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 first Monday after the date of publication of this notice and for the period ending 30 June 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (4) (e), 12, 22, 24 and 25 of Part I, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

6668—1

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID
VAN WES-KAAPLAND

OOREENKOMS

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

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

en

National Union of Furniture and Allied Workers of South Africa

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

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

DEEL I

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—

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

(b) in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Goodwood, Hopefield, Hermanus, Heidelberg (Kaap), Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, en in daardie gedeelte van die landdrosdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing 1254 van 27 Junie 1975 in die landdrosdistrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 in die landdrosdistrik Postmasburg geval het, Philipstown en Prieska.

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

(a) slegs op werknemers vir wie lone in hierdie voor- geskryf word en op die werkgewers van sodanige werknemers;

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekragbenutting ingevolge artikel 48 (1) van die Wet vasstel en bly van krag tot 30 Junie 1981.

3. WOORDOMSKRYWING

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

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

and

National Union of Furniture and Allied Workers of South Africa

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

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

PART I

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Goodwood, Heidelberg (Cape), Hopefield, Hermanus, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, and in that portion of the Magisterial District of Postmasburg which prior to the publication of Government Notice 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, Philipstown and Prieska.

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act and shall remain in operation until 30 June 1981.

3. DEFINITIONS

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

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

"Act" means the Industrial Conciliation Act, 1956;

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

"bonus"—

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

(b) enige ander spesiale of geleentheidsbetaling deur 'n werkgever aan 'n werknemer bo en behalwe die voorgeskrewe of ooreengekome loon, as sodanig deur hom in die loonregister gestipuleer, en wat die werkgever na willekeur kan terugtrek;

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

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

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

"bedryfsinrigting" enige plek waar die Meubelnywerheid beoefen word en ook enige plek waar 'n persoon in diens is in almal of een van die klasse werk in Deel II van die Ooreenkoms gespesifiseer;

"voorman" en/of "toesighouer" 'n werknemer wat in bevel is van die werknemers in 'n bedryfsinrigting of seksie of afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

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

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

"uurloon" die loon in klousule 37 van hierdie Ooreenkoms voorgeskryf;

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

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

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

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

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

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

"versendingsklerk" 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering, en wat toesig kan hou oor die verpak-

"bonus" means—

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

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

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

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

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

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

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, the making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of boxspring mattresses and/or frames for upholstering, woodmachining, 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 tea-room, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, springmattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where 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 block-board 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 rate prescribed in clause 37 of this Agreement;

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

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

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

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

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

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

"despatch clerk" means an employee engaged in clerical duties and who is responsible for the packing of goods for

king, massabepaling en/of bymeakaarmaak van sodanige goedere, die nagaan van pakkies en die merk en adresseer daarvan;

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

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

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

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

"proefleerling" 'n werknemer onder 21 jaar wat in diens is in 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, maar omvat dit nie 'n vakleerling of werknemers wat die werksaamhede verrig wat in klousule 13 van Deel II van hierdie Ooreenkoms uiteengesit word nie;

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

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

"loon" daardie gedeelte van die besoldiging soos voorgeskryf in Deel II van hierdie Ooreenkoms, wat betaalbaar is in geld aan 'n werknemer ten opsigte van sy gewone werke, of waar 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werke 'n hoër bedrag betaal as daardie loon wat aldus voorgeskryf word, sodanige hoër bedrag;

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

4. STUKWERK

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

5. AANSPORINGSBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou wees nie, kan 'n werkgewer 'n werknemer se besoldiging grond op die hoeveelheid werk gedoen of op sy werkproduksie: Met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, uitgesonderd in die vorm van 'n aansporingskema waarvan die bepalinge deur ooreenkoms vasgestel is soos genoem in subklousules (2), (3) en (4).

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

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

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

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

6. BUITEWERK

(1) Geen werkgewer mag van enigeen van sy werknemers vereis of hom toelaat om werk in verband met die Meubelnywerheid elders as in sy bedryfsinrigting te onderneem nie, behalwe as dié werk die voltooiing is van 'n bestelling wat by die werkgewer geplaas is en bestaan uit paswerk, inme-

transport of delivery, and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

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

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

"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 supervising all or any of these operations;

"probationer" means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice or employees performing the operations specified in clause 13 or Part II of this Agreement;

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

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

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

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

4. PIECE-WORK

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

5. INCENTIVE BONUS

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

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

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

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere than in his establishment except when such work is in completion of an order places with

kaarsit, herstel of poleer van meubels in persele wat behoort aan of geokkupeer word deur die persoon vir wie die werk onderneem word.

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

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

7. WERKURE

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as 'n opsigter of wag, of by die aflewering van goedere, of van enige werknemer in die kategorieë wat in Goewermentskennisgewing R. 1664 van 26 Augustus 1977 uiteengesit word, naamlik voormanne, bestuurders, onderbestuurders, senior bestuurs-, professionele, tegniese of administratiewe personeellede wat 'n salaris van minstens R600 per maand ontvang, vereis of hom toelaat—

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

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

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

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

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

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

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

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

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

(a) 10 uur; of

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

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

(i) Meer as twee uur op 'n dag;

(ii) op meer as drie agtereenvolgende dae;

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

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

(aa) sodanige werknemer voor 12h00 daarvan in kennis gestel het; of

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

(ac) aan sodanige werknemer betyds 'n toelae van 50c betaal het om dié werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

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

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

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

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 work-rooms which are not factories as defined in that Act registered with the Council or local committee and used solely for work in the Furniture Manufacturing Industry, except such outwork as is provided for in subclause (1).

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or watchman, or on the delivery of goods, or any employee in the categories specified in Government Notice R. 1664 of 26 August 1977, namely foremen, managers, submanagers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R600 per month—

(a) to work for more than 44 hours excluding meal times, in any one working week, which shall be observed from Monday to Friday inclusive; 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 work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

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

(d) who is a female, to work—

(i) between 18h00 and 06h00; or

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

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

(a) 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—

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

(ii) on more than three consecutive days;

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

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

(aa) given notice thereof to such employee before 12h00; or

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

(ac) paid such employee an allowance of 50c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

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

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

(5) Elke werkgever moet in sy bedryfsinrigting in 'n plek wat vir sy werknemers maklik toeganklik is 'n kennisgewing ten toon stel in die vorm voorgeskryf in Aanhangsel B van hierdie Deel van die Ooreenkoms waarin die aanvangs- en uitskeityd van die werk vir elke dag van die week en die etensuur aangegee word.

8. KORTTYD

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

Vir die toepassing van hierdie klousule word ondergenoemde seksies erken:

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

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

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

9. BETALING VAN LONE EN OORTYDLONE

(1) Lone en oortydlone moet weekliks binne 10 minute na die gewone uitskeityd op die betaaldag of by diensbeëindiging indien dit voor die gewone betaaldag val, in kontant betaal word. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

(2) Geld verskuldig aan werknemers ingevolge hierdie Ooreenkoms moet aan werknemers gegee word in versêelde koeverte waarop die naam verskyn van die werkgever, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is.

(3) Vir die opleiding van 'n werknemer mag die werkgever geen premie vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet bydra nie.

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

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

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

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

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

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

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

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

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

8. SHORT-TIME

(1) If, owing to slackness of trade in any factory, it is found impossible to work full time, short-time shall be worked by distributing the work available equally 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 shall be recognised:

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

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

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

9. PAYMENT OF WAGES AND OVERTIME

(1) Wages and overtime shall be paid in cash weekly within 10 minutes after the normal closing time on pay-day or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

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

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

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

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

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

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

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

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

10. OORTYDWERK

(1) (a) Alle tyd wat langer as 44 uur in enige bepaalde week gewerk word, uitgesonderd tyd wat op 'n Sondag gewerk word, moet as oortydwerk geag word en 'n werknemer moet vir elke uur of gedeelte van 'n uur van sodanige oortydwerk besoldig word teen een en 'n half maal sy uurloon: Met dien verstande dat as die gewone werkure van 'n bedryfsinrigting minder as 44 uur per week beloop, alle tyd wat meer as sodanige kleiner getal ure per week gewerk word vir die toepassing van hierdie paragraaf as oortydwerk geag moet word: Voorts met dien verstande dat as 'n werknemer van die werk afwesig is—

(i) op 'n openbare vakansiedag in klousule 13 (1) van hierdie Deel bedoel waarop daar nie van 'n werknemer vereis was om te werk nie; of

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

(iii) weens siekte gedurende enige of al die gewone werkure wat in sy werkgever se bedryfsinrigting gewerk word, en mits 'n werknemer 'n doktersertifikaat as bewys van die oorsaak van afwesigheid voorlê;

sodanige tydperk/e van afwesigheid vir die toepassing van hierdie paragraaf as tyd gewerk geag moet word.

(b) Vir enige tyd gewerk op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag, Hemelvaartsdag en Republiekdag moet 'n werknemer, benewens die dag se loon wat ten opsigte van elk van hierdie dae verskuldig is, teen die gewone uurloonskaal besoldig word.

(c) (i) Vir enige tyd op 'n Sondag gewerk wat hoogstens vier uur beloop, moet 'n werknemer minstens die gewone besoldiging betaal word wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word.

(ii) Vir enige tyd op 'n Sondag gewerk wat meer as vier uur beloop, moet 'n werknemer besoldiging betaal word teen minstens dubbel sy gewone uurloon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel sy gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste bedrag.

(d) Vir enige tyd wat by ooreenkoms tussen 'n werkgever en minstens 75 persent van sy werknemers ingewerk word in plaas van gewone werktid wat verlore sal gaan weens die sluiting van 'n fabriek slegs op enigen van die dae wat in subparagrafe (i) tot (vii) van hierdie paragraaf gemeld word, moet 'n werknemer besoldig word teen die gewone loon van die betrokke werknemer: Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op ondergemelde dae:

- (i) Die Vrydag na Hemelvaartsdag;
- (ii) die eerste twee dae van die Joodse Nuwejaar;
- (iii) die Joodse Versoendag;
- (iv) die Vrydag na Geloftedag wanneer laasgenoemde dag op 'n Donderdag val;
- (v) die Donderdag vóór Goeie Vrydag;
- (vi) Setlaarsdag;
- (vii) Krugerdag.

(2) Ondanks subklousule (1), mag geen werk op 'n Sondag verrig word nie, tensy die werkgever vooraf skriftelik toestemming van die Raad ontvang het.

(3) Subklousule (1) is nie van toepassing nie op—

(a) drywers van motorvoertuie wie se gewone werkure 44 uur per week is, maar van wie vereis kan word om, wanneer dit ook al nodig is, vier uur oortyd elke week sonder besoldiging vir sodanige oortyd te werk. Vir alle tyd bo 48 uur gewerk moet betaal word teen een en 'n half maal die uurloon van die betrokke werknemer. Vir enige tyd wat gewerk word op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Republiekdag, Kersdag en Nuwejaarsdag moet sodanige werknemer, benewens die dag se loon verskuldig ten opsigte van hierdie dae, besoldig word teen die gewone loonskaal. Vir enige werk wat op Sondag verrig word, moet 'n drywer van 'n motorvoertuig besoldig word teen minstens dubbel 'n volle dag se loon. Vir die toepassing van hierdie subklousule moet die oortyd waarvoor besoldiging nie aan 'n drywer van 'n motorvoertuig betaalbaar sal wees nie, gewerk word gedurende die gewone werkweek vanaf Maandag tot Vrydag, en dit moet slegs plaasvind terwyl hy met die aflewering van goedere besig is;

(b) enige werknemer in die kategorieë wat in Goewermentskennisgewing R. 1664 van 26 Augustus 1977 uiteengesit word, naamlik voormanne, bestuurders, onderbestuurders, senior bestuurs-, professionele, tegniese of administratiewe personeellede wat 'n salaris van minstens R600 per maand ontvang.

10. OVERTIME

(1) (a) All time worked in excess of 44 hours in any one week, other than time worked on a Sunday, shall be regarded as overtime and an employee shall for each hour or part of an hour of such overtime be paid at the rate of one and a half times his hourly rate: Provided that should the normal working hours of an establishment be less than 44 hours per week, all time worked in excess of such lesser number of hours per week shall, for the purposes of this paragraph, be regarded as overtime: Provided further that should an employee be absent from work—

(i) on a public holiday referred to in clause 13 (1) of this Part on which the employee was not required to work; or

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

(iii) during any or all of the ordinary hours of work which are observed in his employer's establishment on account of illness and provided such an employee presents a medical certificate as proof of cause of absence;

such period(s) of absence shall, for the purposes of this paragraph, be deemed to be time worked.

(b) For any time worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day, New Year's Day, Ascension Day and Republic Day and employee shall in addition to the day's pay due in respect of each of these days be paid at the ordinary hourly rate of remuneration.

(c) (i) For any time worked on a Sunday not exceeding four hours, an employee shall be paid at least the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day.

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

(d) For any time worked in by agreement between an employer and at least 75 per cent of his employees in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in subparagraphs (i) to (vii) of this paragraph an employee shall be paid at the ordinary rate of the employee concerned: Provided that the time shall be worked in during the two weeks prior to such closure on the respective days:

- (i) The Friday after Ascension Day;
- (ii) the first two days of the Jewish New Year;
- (iii) the Jewish Day of Atonement;
- (iv) the Friday after the Day of the Covenant whenever the latter day falls on a Thursday;
- (v) the Thursday before Good Friday;
- (vi) Settlers' Day;
- (vii) Kruger Day.

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

(3) The provisions of subclause (1) shall not apply to—

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

(b) any of the employees in the categories specified in Government Notice R. 1664 of 26 August 1977, namely foremen managers, submanagers, senior managerial professional, technical or administrative personnel in receipt of a salary of not less than R600 per month.

11. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

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

(2) (a) 'n Werknemer wie se loon op die datum waarop hierdie klousule in werking tree hoër is as die loon in Deel II voorgeskryf vir 'n werknemer wat sy klas werk verrig, moet 'n verhoging ontvang gelyk aan die verskil tussen die lone voorgeskryf vir sy klas werk soos op 30 Junie 1979 en die datum waarop hierdie klousule in werking tree: Met dien verstande dat hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer vir wie lone in klousules 15 en 16 van Deel II voorgeskryf word nie.

(b) Elke werknemer moet, met ingang van 1 Julie 1980, ongeag of sy loon op 30 Junie 1980 hoër was as die loon op laasgenoemde datum in Deel II voorgeskryf vir 'n werknemer wat sy klas werk verrig, 'n verhoging ontvang gelyk aan die verskil tussen die lone voorgeskryf op 30 Junie 1980 en 1 Julie 1980 vir 'n werknemer van sy klas: Met dien verstande dat hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer vir wie lone in klousule 15 van Deel II voorgeskryf word nie.

12. VAKVERENIGINGBYDRAES

(1) Elke werkgewer moet weekliks van die loon van elkeen van sy werknemers alle bydraes aftrek wat die werknemers moet betaal aan die vakvereniging waarvan hy lid is. Die bedrag sodanig afgetrek sal wees soos bepaal in die konstitusie van die betrokke vakbond.

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

(2) (a) 'n Werkgewer wat met betalings ingevolge subklousule (1) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgewer op wie hierdie paragraaf toegepas is, mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse grondslag waarvoor in subklousule (1) voorsiening gemaak is.

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

13. VAKANSIEDAE EN DIE SENTRALE VAKANSIEFONDS

(1) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Nuwejaarsdag en Republiekdag is vakansiedae met besoldiging.

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

(a) 22 Desember 1979 tot 13 Januarie 1980 (beide dae ingesluit);

(b) 24 Desember 1980 tot 11 Januarie 1981 (beide dae ingesluit).

(3) (a) Elke werkgewer moet ten opsigte van elke werknemer (uitgesonderd leerlinge vir wie lone in klousule 2 van Deel II van hierdie Ooreenkoms voorgeskryf word, vakleerlinge, kantoorwerknemers en werknemers ten opsigte van wie 'n vasgestelde week- of maandloon betaalbaar is en welke loon nie onderworpe is aan aftrekkings ten opsigte van die werknemer se afwesigheid van die werk nie) op die tyd en op die wyse gespesifiseer in subklousule (5) hiervan ten opsigte

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

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

(2) (a) An employee whose wage as at the date of coming into operation of this clause is in excess of the wage prescribed in Part II for an employee of his class of work, shall receive an increment equal to the difference between the wages prescribed for his class of work as at 30 June 1979 and the date of coming into operation of this clause: Provided that this paragraph shall not apply in respect of an employee for whom wages are prescribed in clauses 15 and 16 of Part II.

(b) Every employee shall, with effect from 1 July 1980, irrespective of whether his wage on 30 June 1980 was in excess of the wage prescribed in Part II for an employee of his class of work as at the latter date, be paid an increment equal to the difference between the wages prescribed as at 30 June 1980 and 1 July 1980 for an employee of his class: Provided that this paragraph shall not apply in respect of an employee for whom wages are prescribed in clause 15 of Part II.

12. TRADE UNION CONTRIBUTIONS

(1) Every employer shall each week deduct from the wages of each of his employees all contributions which are payable by the employees to the trade union of which he is a member. The amounts so deducted shall be as determined in the constitution of the trade union concerned.

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

(2) (a) An employer who is in arrear with payments in terms of subclauses (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (1).

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

13. HOLIDAYS AND THE CENTRAL HOLIDAY FUND

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

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

(a) 22 December 1979 to 13 January 1980 (both days inclusive);

(b) 24 December 1980 to 11 January 1981 (both days inclusive).

(3) (a) Every employer shall pay in respect of every employee (excluding learners for whom wages are prescribed in clause 2 of Part II of this Agreement, apprentices, office employees and employees in respect of whom a fixed weekly or monthly wage is payable and which wage is not subject to deductions in respect of the employee's absence from work) at the time and in the manner specified in subclause (5) hereof

van elke week 'n vakansiebonus betaal wat bereken is op die besoldiging wat deur die werknemer gedurende daardie tydperk verdien is, en wel soos volg:

(i) As die werknemer die normale gewone ure van 'n bedryfsinrigting per week gewerk het, moet die vakansiebonus gelykstaan met $12\frac{1}{2}$ persent van sy besoldiging gedurende daardie tydperk;

(ii) as die werknemer nie die normale gewone ure van 'n bedryfsinrigting per week gewerk het, moet die vakansiebonus gelykstaan met $7\frac{1}{2}$ persent van sy besoldiging gedurende daardie tydperk: Met dien verstande dat die tyd wat die werknemer verloor hoogstens 'n halfuur moet wees;

(iii) as die tyd wat die werknemer in 'n week verloor meer as 'n halfuur is, moet die vakansiebonus gelykstaan met 5 persent van sy besoldiging gedurende daardie tydperk.

(b) Vir die toepassing van hierdie subklousule moet enige tydperk van afwesigheid weens korttyd geag word tyd gewerk te wees.

(4) Vir die toepassing van subklousule (3), moet besoldiging soos volg bereken word:

(a) Die totale werklike besoldiging verdien vir alle tyd gewerk [d.w.s. die gewone en oortydure gewerk en met inbegrip van besoldiging vir openbare vakansiedae met besoldiging in subklousule (1) bedoel]; plus

(b) die totale bedrag van enige besoldiging wat die werknemer sou verdien het gedurende enige tyd toe daar van hom op versoek of op las van sy werkgever vereis is om nie te werk nie: Met dien verstande dat sodanige afwesigheid nie aan korttyd toe te skryf was nie.

(5) (a) Behoudens subklousule (4), moet alle bedrae betaalbaar ooreenkomstig subklousule (3), maand vir maand deur die werkgever aan die Sekretaris van die Raad betaal word, en wel voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan hulle betaalbaar is.

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

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

(d) Bedrae betaalbaar ooreenkomstig subklousule (3) hiervan moet deur die werkgever betaal word bo en behalwe enige loon of oortydbesoldiging wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is en mag nie van die loon of oortydbesoldiging van sodanige werknemer afgetrek word nie.

(e) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie geld ooreenkomstig subklousule (3) hiervan in die Sentrale Vakansiefonds inbetaal word en van die bedrag wat ten opsigte van hom aan die Sentrale Vakansiefonds betaal word.

(f) Die Sentrale Vakansiefonds moet gebruik word om aan werknemers 'n vakansiebonus op ondergemelde grondslag uit te betaal en wat vir die volgende tydperke geld:

Tussen 8 en 23 Desember moet elke werknemer 'n vakansiebonus betaal wat gelyk is aan die bedrag wat ooreenkomstig subklousule (3) hiervan ten opsigte van hom in die Sentrale Vakansiefonds inbetaal is gedurende die jaar eindigende op die eerste betaaldag wat in November val.

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

(h) Die Raad moet alle geld wat aan die Sentrale Vakansiefonds behoort en sy behoeftes oorskry, van tyd tot tyd belê op vaste deposito of op aanvraag by 'n bank of geregistreerde bougenootskap, en enige rente wat deur sodanige belegging gekweek word, kom die algemene fonds van die Raad toe ter vergoeding van die Raad se administrasie van die Fonds.

in respect of each week a holiday bonus calculated on the remuneration earned by the employee during that period as follows:

(i) Should the employee have worked the normal ordinary hours of an establishment per week, the holiday bonus shall be equal to $12\frac{1}{2}$ per cent of his remuneration during that period;

(ii) should the employee not work the normal ordinary hours of an establishment per week, the holiday bonus shall be equal to $7\frac{1}{2}$ per cent of his remuneration during that period: Provided that the time lost by the employee shall not exceed half an hour;

(iii) should the time lost by the employee for any week exceed half an hour, the holiday bonus shall be equal to 5 per cent of his remuneration during that period.

(b) For the purposes of this subclause any period of absence due to short-time shall be deemed to be time worked.

(4) For the purposes of subclause (3), remuneration shall be calculated as follows:

(a) The total actual remuneration earned for all time worked [i.e. ordinary and overtime hours worked and including payment for paid public holidays referred to in subclause (1)]; plus

(b) the total amount of any remuneration the employee would have earned during any time he was required not to work upon the request or instructions of his employer: Provided that such absence was not owing to short-time.

(5) (a) Subject to the provisions of subclause (4), all amounts payable in terms of subclause (3) shall be paid by the employer to the Secretary of the Council month by month, and not later than the 10th day of each month following that in respect of which they are due.

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

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

(d) Amounts payable in terms of subclause (3) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.

(e) The Council shall keep a record of each employee in respect of whom payments are made in terms of subclause (3) hereof into the Central Holiday Fund and of the amount paid to the Central Holiday fund in respect of him.

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

Between 8 and 23 December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Holiday Fund in terms of subclause (3) hereof in respect of him during the year ending on the first pay-day occurring in November.

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

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

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

(j) Leerlinge vir wie lone in klousule 2 van Deel II van hierdie Ooreenkoms voorgeskryf word, moet van 22 Desember 1979 tot en met 13 Januarie 1980 en van 24 Desember 1980 tot en met 11 Januarie 1981 besoldig word teen die voorgeskrewe loon asof hulle gedurende hierdie tydperk hul gewone werkure gewerk het.

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

(i) Alle geld ontvang—

(aa) ooreenkomstig subklousule (3) hiervan;

(ab) uit enige ander bron; en

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

(l) Ingeval die Ooreenkoms of enige verlenging of hernuwing daarvan verval of daar nie later binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking 'n ooreenkoms vir die voortsetting van die Fonds beding word nie of die Fonds nie binne sodanige tydperk deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel was as dié waarvoor die oorspronklike Fonds in die lewe geroep was nie, moet die Fonds gelikwedeer word. Die Fonds moet gedurende gemelde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na enige ander fonds hierbo gemeld of deur 'n latere ooreenkoms voorgesit word, deur die Raad geadministreer word.

(m) Ingeval die Raad ontbind word of ingeval dit ophou funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee aanstel uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante en moet die Fonds verder deur sodanige komitee geadministreer word. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word met werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewers- en werknemersvertenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die komitee na te kom en sodanige trustee of trustees besit dan al die bevoegdhede van die komitee vir sodanige doel. As daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms gelikwedeer word deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, op die wyse in paragraaf (n) uiteengesit en as die sake van die Raad by verstryking van die Ooreenkoms reeds gefinaliseer en sy bates verdeel is, moet die saldo van hierdie Fonds uitbetaal word soos by artikel 34 (4) van die Wet voorgeskryf asof dit deel van die algemene fondse van die Raad uitmaak.

(n) By die likwidasie van die Fonds ingevolge paragraaf (l), moet die geld wat in die krediet van die Fonds oorbly, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, in die algemene fondse van die Raad inbetaal word.

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

(b) Kantoorwerknemers moet afwesigheidsverlof met volle besoldiging van minstens twee agtereenvolgende weke ten opsigte van elke tydperk van 12 maande diens toegestaan word. Van kantoorwerknemers kan vereis word om hierdie verlof gedurende die tydperk 24 Desember tot en met 13 Januarie te neem of op 'n datum wat deur die werkgewer

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

(j) Learners for whom wages are prescribed in clause 2 of Part II of this Agreement shall be paid at the wage rates prescribed from 22 December 1979 to 13 January 1980 (both days inclusive) and from 24 December 1980 to 11 January 1981 (both days inclusive) as if they had worked their normal working hours during this period.

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

(i) all moneys received—

(aa) in terms of subclause (3) hereof;

(ab) from any other sources; and

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

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

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

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

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

(b) Office employees shall be granted leave of absence on full pay of not less than two consecutive weeks in respect of each period of 12 months' employment. Office employees may be required to take this leave during the period 24 December to 13 January (both days inclusive), or at a date

vasgestel word: Met dien verstande dat hierdie datum hoogstens vier maande mag wees na die einde van die tydperk van 12 maande ten opsigte waarvan die verlof verskuldig is.

(7) By diensbeëindiging moet 'n kantoorwerknemer sy volle besoldiging betaal word ten opsigte van verlof wat hom toegekom het maar wat nie aan hom voor die datum van sy diensbeëindiging toegestaan is nie asook een dag se besoldiging ten opsigte van elke voltooide maand diens na die datum waarop hy laas ooreenkomstig subklousule (6) op verlof geregtig geword het.

(8) 'n Werknemer, uitgesonderd 'n kantoorwerknemer, vir wie 'n loon in Deel II van die Ooreenkoms voorgeskryf word en ten opsigte van wie geen bydraes tot die Sentrale Vakansiefonds gedoen word nie, moet die diensbeëindiging een en 'n half dag se besoldiging ontvang ten opsigte van elke voltooide maand diens vanaf 14 Januarie.

14. VERSKAFFING VAN GEREEDSKAP

Skrynwerkersbanke, klampe, handskroewe, lympotte en alle kwaste moet deur die werkgewer verskaf word.

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

15. VRYSTELLINGS

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

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

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

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

(4) Die Sekretaris van die Raad moet—

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

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

(6) Alle aansoeke om vrystelling moet skriftelik gedoen word.

16. BESTAANDE SERTIFIKATE

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

17. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 8c aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en kantoorwerknemers) vir wie 'n weekloon voorgeskryf word: Met dien verstande dat geen bedrag afgetrek word as die totale weeklikse verdienste hoogstens R4,10 beloop nie.

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

(b) 'n Werkgewer wat met betalings ingevolge paragraaf (a) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae

fixed by the employer: Provided that this date shall not be more than four months after the termination of the period of 12 months in respect of which the leave is due.

(7) An office employee shall, upon termination of employment, receive his full pay in respect of leave which has accrued to him but was not granted to him before the date of termination of his employment and one day's remuneration in respect of each complete month of employment after the date on which he last became entitled to leave in terms of subclause (6).

(8) An employee, other than an office employee, for whom a wage rate is prescribed in Part II of the Agreement and in respect of whom no contribution is made to the Central Holiday Fund, shall upon termination of employment receive one and a half day's remuneration in respect of each completed month of employment from 14 January.

14. PROVISION OF TOOLS

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

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

15. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

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

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

(4) The Secretary of the Council shall—

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

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

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

16. EXISTING 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 have otherwise been cancelled or withdrawn by the Council.

17. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each of his employees (other than learners, apprentices and office employees) for whom a weekly wage is prescribed, 8c: Provided that no deductions shall be made if the total weekly earnings do not exceed R4,10.

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

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts

vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgewer op wie hierdie paragraaf toegepas is mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse grondslag waarvoor in paragraaf (a) voorsiening gemaak is.

(c) Indien die Raad enige bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly, bereken teen 1 per sent per maand of gedeelte daarvan vanaf die 10de dag tot die dag waarop die Raad die betaling werklik ontvang. Met dien verstande dat die Raad geregtig is om na eie goeddunke die betaling van sodanige rente of 'n gedeelte daarvan kwyt te skeld.

18. REGISTRASIE VAN DIE WERKGEWERS EN WERKNEMERS

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

(a) Naam voluit (ingeval die besigheid 'n maatskappy of vennootskap is, moet die naam van die verantwoordelike bestuurder en/of vennote voluit verstrek word);

(b) die adres waar die besigheid gedryf word en die woon-adresse van die persone in subklousule (1) (a) bedoel;

(c) die bedryf of bedrywe wat hy in die Nywerheid beoefen;

(d) die name van sy werknemers en die beroepe waarin hulle in diens is.

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

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

19. WERKENDE EIENAARS EN VENNOTE

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

20. VERTONING VAN OOREENKOMS

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

21. BYHOU VAN REGISTERS

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

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

23. ADMINISTRASIE VAN OOREENKOMS

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

24. AGENTE

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

Die agent het die reg om—

(a) te eniger tyd enige perseel of plek waar die Meubelnywerheid beoefen word, te betree, te inspekteer en te ondersoek as hy redelike aanleiding het om te glo dat iemand daarin werksaam is;

within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1 per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

(a) Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished);

(b) address where the business is carried on and the residential addresses of the persons referred to in subclause (1) (a);

(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 14 days of such alteration.

19. WORKING PROPRIETORS AND PARTNERS

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

20. EXHIBITION OF AGREEMENT

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

21. KEEPING OF RECORDS

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

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

23. ADMINISTRATION OF AGREEMENT

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

24. AGENTS

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

The agent shall have the right to—

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

(b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goedvinde, alleen of in teenwoordigheid van ander persone, mondeling te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te eis om die vrae wat gestel word, te beantwoord;

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

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

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

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

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

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

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

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

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

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

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

26. LONE

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

27. INDIENSNEMING VAN MINDERJARIGES

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

28. LEERLINGE

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

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

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

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

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

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

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

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

25. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

(4) The provisions of this clause shall not apply to office employees.

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

26. WAGES

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

27. EMPLOYMENT OF MINORS

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

28. LEARNERS

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

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

(3) (a) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer, the class of work and the operations in respect of which the learnership is granted and the period during which the permission shall be effective: Provided that the Council may, if it deems fit and if the provisions of subclause (7) 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.

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

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

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

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

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

- (i) Veerdraadvlegwerk;
- (ii) die maak van matrasse.

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

- (i) Glipsteekwerk, stik en/of inmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne, maar dit omvat nie die uitsny van oortreksels nie;
- (ii) die uitsny van matrasslope en -oortreksels en kopkussings.

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

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

Die leerlingeskappe by die maak van beddegoed en by die werk van naaiers of naaisters moet toegestaan word slegs in 'n verhouding van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede in klousules 7 en 11 van Deel II van hierdie Ooreenkoms bedoel.

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

(c) Die Raad het die bevoegdheid om, indien hy oortuig is dat behoorlike opleidingsfasiliteite nie verskaf word nie of op grond van enige ander afdoende rede, enige sertifikaat wat ooreenkomstig hierdie klousule uitgereik is, in te trek.

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

(8) Die leertydperk vir die klasse werk in klousule 1 van Deel II van hierdie Ooreenkoms bedoel, is vier jaar. Die leertydperke vir die klasse werk wat in klousules 7 en 11 van Deel II genoem word, is twee jaar.

29. VOOR- EN NAMIDDAGPOUSES

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

30. WERKNEMERS WAT MEER AS EEN WERKSAAMHEID VERRIG

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

31. VERMINDERING VAN LONE

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

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

32. DIENSBEEÏNDIGING

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

(b) Learnership certificates shall be issued only in respect of the classes of work referred to in subclause (6) and in 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) shall be furnished to the employer, who shall return it to the Council when it is no longer operative.

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

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

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

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

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

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

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

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

The learnerships in bedding making and seamstresses' or seamstresses' work shall be granted only in a ratio of one learner to each three adult employees engaged in the group of operations referred to in clauses 7 and 11 of Part II of this Agreement.

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

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

(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 or which the Council has good and sufficient reason to believe have inadequate facilities for training any applicant for learnership.

(8) The period of learnership for the classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnership for the classes of work referred to in clauses 7 and 11 of Part II shall be two years.

29. FORENOON AND AFTERNOON BREAKS

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

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

31. ABATEMENT OF WAGES

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

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

32. TERMINATION OF EMPLOYMENT

(1) One hour's notice shall be given by the employer or employee to terminate a contract of service: Provided that this shall not affect the right of an employer or employee to

nemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, raak nie.

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

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

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

33. VERBOD OP INDIENSNEMING

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

34. GRONDSLAG VAN BESOLDIGING

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

35. NAGSKOFWERK

Indien 'n werkgewer sy bedryfsinrigting sowel gedurende die dag as die nag wil laat werk, moet alle tyd wat tussen 18h00 en 06h00 gewerk word, geag word nagskofwerk te wees. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en van wie vereis of wat toegelaat word om nagskofwerk te doen, moet benewens die voorgeskrewe loonskaal 'n verdere 10 persent van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

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

36. ONDERHOUDSTOELAE

Wanneer die werk van 'n werknemer vir wie lone in klousule 13 (28) en klousule 14 (6) en (7) van Deel II van hierdie Ooreenkoms voorgeskryf word hom verhoed om vir die nag na sy gewone woonplek terug te keer, moet hy, benewens sy gewone besoldiging, 'n onderhoudstoelae-betaal word van minstens—

(a) as dit vir die werknemer nodig is om aandete en 'n bed te kry: R4;

(b) as dit vir die werknemer nodig is om aandete, bed en ontbyt te kry: R4,50;

(c) as dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te kry: R5.

37. UURLOON

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet vir alle werk wat verrig word deur ander werknemers as opsigters of wagte of werknemers in diens vir die aflewering van goedere of werknemers wat 'n vasgestelde week- of maandloon ontvang, teen 'n uurloon betaal word, 'n uurloon wat bepaal moet word deur die werklike weekloon te deel deur 44 of deur sodanige kleiner getal werkure wat gewoonlik in 'n bedryfsinrigting gewerk word.

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

(3) Ten einde die uurloon van 'n maandeliks besoldigde werknemer vas te stel om die oortydloon verskuldig aan sodanige werknemer te bereken, moet sy maandeloon gedeel word deur 4,333 en daarna deur 44 of deur sodanige kleiner getal werkure wat gewoonlik in 'n bedryfsinrigting gewerk word.

38. VERANDERING VAN WERK

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

terminate a contract of service without any notice for any cause recognised by law as sufficient.

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

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

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

33. PROHIBITED EMPLOYMENT

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

34. BASIS OF PAYMENT

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

35. NIGHT SHIFT WORK

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

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

36. SUBSISTENCE ALLOWANCE

Whenever the work of an employee for whom wages are prescribed in clause 13 (28) and clause 14 (6) and (7) of Part II of this Agreement precludes him from returning to his normal place of residence for his night's rest, he shall be paid in addition to this ordinary remuneration a subsistence allowance of not less than—

(a) where it is necessary for the employee to obtain an evening meal and a bed: R4;

(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R4,50;

(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R5.

37. HOURLY RATE

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

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

(3) In order to determine the hourly rate of a monthly paid employee in order to calculate the overtime pay that may be due to such employee, his monthly wage shall be divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.

38. CHANGE OF OCCUPATION

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

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

39. MAANDSTAAT

Alle bedrae wat aan die Raad betaal moet word ingevolge klousules 12, 13 en 17 van hierdie Ooreenkoms en klousule 8 van die Voorsorgfondsooreenkoms, gepubliseer by Goewermentskennissgewing R. 2013 van 11 Julie 1969, klousule 8 van die Siektebystandsgenootskapsooreenkoms vir Meubelwerkers, gepubliseer by Goewermentskennissgewing R. 919 van 4 Mei 1979 en klousule 4 van die Opleidingsfondsooreenkoms, gepubliseer by Goewermentskennissgewing R. 1566 van 3 September 1976, moet vergesel gaan van 'n staat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

40. SIEKTEVERLOF

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

- (a) minstens 10 werkdade in die geval van 'n werknemer wat vyf dae per week werk; en
- (b) minstens 12 werkdade in die geval van alle ander werknemers;

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

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

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

(2) Vir die toepassing van hierdie klousule—

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

- (i) kragtens klousule 13 met verlof is;
- (ii) kragtens subklousule (1) met siekteverlof is;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is;

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

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

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

(3) Hierdie klousule is nie van toepassing nie op werknemers wat lede is van die Siektebystandsgenootskap vir Meubelwerkers (Wes-Kaapland) wat voortgesit is kragtens die Ooreenkoms gepubliseer by Goewermentskennissgewing R. 919 van 4 Mei 1979.

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

39. MONTHLY STATEMENT

All payments to be made to the Council in terms of clauses 12, 13 and 17 of this Agreement and clause 8 of the Provident Fund Agreement, published under Government Notice R. 2013 of 11 July 1969, clause 8 of the Furniture Workers' Sick Benefit Society Agreement, published under Government Notice R. 919 of 4 May 1979, and clause 4 of the Training Fund Agreement, published under Government Notice R. 1566 of 3 September 1976, shall be accompanied by a statement in the form prescribed in Annexure A to this Agreement.

40. SICK LEAVE

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

- (a) in the case of an employee who works a five-day week, not less than 10 working days; and
- (b) in the case of every other employee, not less than 12 working days;

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

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

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

(2) For the purposes of this clause—

- (a) "employment" shall include any period during which an employee—

- (i) is on leave in terms of clause 13;
- (ii) is on sick leave in terms of subclause (1);
- (iii) is absent from work on the instructions or at the request of his employer;

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

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

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

(3) The provisions of this clause shall not apply in respect of employees who are members of the Furniture Workers' Sick Benefit Society (Western Cape) continued in terms of the Agreement published under Government Notice R. 919 of 4 May 1979.

(Staat ingedien ingevolge klousule 39 van die Ooreenkoms)

Tjeks moet voor of op die 10de dag van elke maand gestuur word aan die Sekretaris, Posbus 964, Kaapstad, 8000

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

Opleidingsfonds heffing: $\frac{1}{2}\%$ van werkelijke verdienste.....

Groottotaal.....R.....

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

Cheques to be forwarded, not later than the 10th day of each month, to the Secretary, P.O. Box 964, Cape Town, 8000

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

Training Fund levy: $\frac{1}{2}\%$ of actual earnings.....		
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Grandtotal.....R.....

AANHANGSEL B

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

Dag	Aanvangs-tyd	Uitskei-tyd	Etenspouse
Maandae.....	h..... tot.....h.....	h..... tot.....h.....	h..... tot.....h.....
Dinsdae.....	h..... tot.....h.....	h..... tot.....h.....	h..... tot.....h.....
Woensdae.....	h..... tot.....h.....	h..... tot.....h.....	h..... tot.....h.....
Donderdae.....	h..... tot.....h.....	h..... tot.....h.....	h..... tot.....h.....
Vrydae.....	h..... tot.....h.....	h..... tot.....h.....	h..... tot.....h.....
Saterdag.....	h..... tot.....h.....	h..... tot.....h.....	h..... tot.....h.....
Voormiddagpouse	h..... tot.....h.....		
Namiddagpouse..	h..... tot.....h.....		

AANHANGSEL C

(Doktersertifikaat ingevolge klousule 28 van die Ooreenkoms vir die Meubelnywerheid van Wes-Kaapland)

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

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

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

Plek Mediese beampte

Datum19...

DEEL II

Die lone wat hieronder voorgeskryf word, is ooreenkomstig
klousule 26 van Deel I van die Ooreenkoms van toepassing.

1. Met uitsondering van die werknemers wat in klousules
2 tot en met 15 hieronder bedoel word, moet elke werknemer
in diens in al of enigeen van die werksaamhede wat in die
Meubelnywerheid verrig word op die datum waarop hierdie
Ooreenkoms in werking tree, nie minder as die minimum loon
betaal word wat hieronder voorgeskryf word: Met dien ver-
stande dat daar ten opsigte van elke nuwe werksaamheid wat
ingestel word en wat nie in klousules 2 tot en met 15 genoem
word nie, betaal word teen nie minder as die minimum loon
wat in klousule 1 voorgeskryf word, tot tyd en wyl die Raad
die loonskaal vir die werksaamheid vasstel.

Tydsperk	Tydsperk
wat op	wat op
30/6/80	1/7/80
eindig	begin
R	R

Minimum loon per week..... 68,43 73,90

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

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

3. Proefleerlinge werksaam in 'n ambag of vertakking van 'n
ambag aangewys kragtens die Wet op Vakleerlinge, 1944,
gedurende die gemagtigde proeftydperk: 35 persent van die
loonskaal voorgeskryf in klousule 1.

Tydsperk	Tydsperk
wat op	wat op
30/6/80	1/7/80
eindig	begin
Per week	Per week
R	R

4. Werknemers wat—
veer- of vaste basisse van beddens stoffeer.. 55,60 60,05

ANNEXURE B

[Notice required under clause 7 (5) of Part I of the Agree-
ment]

Day	Starting time	Finishing time	Meal interval
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.....		
Afternoon break...	h..... to.....h.....		

ANNEXURE C

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

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

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

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

Place Medical officer

Date19.....

PART II

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

1. With the exception of the employees referred to in clauses
2 to 15 inclusive hereunder, each and every employee engaged
in all or any of the operations performed in the Furniture
Manufacturing Industry at the date of coming into operation
of this Agreement shall be paid not less than the minimum
wage prescribed hereunder: Provided that any new operation
introduced and not specified in clauses 2 to 15 inclusive, shall
be paid for at not less than the minimum wage prescribed in
clause 1 until such time as the Council determined the wage
rate for the operation.

Period	Period
ending	commenc-
30/6/80	1/7/80
R	R

Minimum wage per week..... 68,43 73,90

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

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

3. Probationers engaged in a trade or branch of a trade
designated under the Apprenticeship Act, 1944, during the
authorised probation period: 35 per cent of the wage rate
prescribed in clause 1.

Period	Period
ending	commenc-
30/6/80	1/7/80
Per week	Per week
R	R

4. Employees engaged in—
upholstering of spring or firm bed bases 55,60 60,05

	Tyd- perk wat op 30/6/80 eindig	Tyd- perk wat op 1/7/80 begin		Period ending 30/6/80	Period com- mencing 1/7/80
	Per week R	Per week R		Per week R	Per week R
5. Werknemers wat—					
(1) gate boor.....			(1) boring holes.....		
(2) kussings met veerbinnewerk en/of veer- eenhede vul.....			(2) filling of cushions with spring interiors and/or spring units.....		
(3) klaargemaakte rottangmatte vassit....			(3) fixing of ready-made cane mats.....		
(4) tapgate slegs op tapmasjien boor.....			(4) morticing on the mortice machine only		
(5) tapsny slegs op 'n enkelkoptapsny- masjien.....			(5) tenoning on a single head tenoning machine only.....		
(6) die uitholmasjien bedien om uithollings vir slotte en skarniere te sny.....			(6) operating the hinge recessing machine to cut recesses for locks and hinges.....		
(7) 'n dromskuurder, oopbandskuurder, oopsyfskuurder, tolskuurder en lugge- vulde skuurder oprig en bedien, met dien verstande dat geen bruining, mengwerk of polering gedoen word nie	44,19	48,17	(7) setting up and operating drum sander, open belt sander, open disc sander, bobbin sander and air filled sander, provided no burnishing, compounding or polishing is performed.....	44,19	48,17
(8) een of meer van die volgende masjine opstel en/of bedien en/of werk daarmee verrig: (a) uitsnysaag; (b) guillotine; (c) bladklamp.....			(8) setting up and/or operating and/or per- forming work with one or more of the following machines: (a) jig saw; (b) guillotine; (c) leaf-cramp.....		
(9) knope aanwerk, uitgesonderd die aan- werk van knope met die hand by dia- mantvormige deurwerk.....			(9) buttoning other than diamond quilted buttoning where it is done by hand.....		
6. Werknemers wat—					
(1) was aansit.....			(1) applying wax.....		
(2) soliede hout met die hand of meganiese buig of lamelleer.....			(2) bending or laminating of solid timber by hand or mechanical process.....		
(3) meubels bleik.....			(3) bleaching of furniture.....		
(4) alle soorte boutwerk doen, uitgeson- derd die aansit van slotte, skarniere, en alle soorte ornamente, en handvatsels wat nie in subklousule (8) gemeld word nie.....			(4) bolting of all types, excluding the attachment of locks, hinges, all types of ornaments, and handles not pro- vided for in subclause (8).....		
(5) met die hand of draagbare skuurder en/ of fynskuurmasjien bruineer en/of mengwerk doen.....			(5) burnishing and/or compounding by hand or portable sander and/or buffer		
(6) gate, barste en/of grofdradige opper- vlakke in meubels met houtvulsel, gips of dergelike stowwe vul.....			(6) filling of holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of paris or similar sub- stances.....		
(7) rolwielletjies, sokke, koepels, skroef- sokke of moere, moederksels, beslag- ringe en gystukke aansit.....			(7) fitting castors, sockets, domes, threaded sockets or nuts, nut covers, ferrules and glides.....		
(8) handvatsels deur middel van skroewe, boute, moere en skroefboute deur voor- af geboorde gate vasheg.....			(8) fixing of handles by screws, bolts and nuts, screwbolts, through prebored holes.....		
(9) touweefsel en/of plaasvervangers aansit, kronkelvere aan sodanige touweefsel en/of plaasvervangers aansit, maar nie sodanige kronkelvere vaswoel nie. Dié werk sluit die bedekking van vere op watter manier ook al uit.....			(9) fixing of webbing and/or substitutes, the attaching of coil springs to such webbing and/or substitutes, but ex- cluding the lashing of such coil springs. This operation shall exclude the covering of any springs in any manner whatsoever.....		
(10) bedysters, bedarmpies, hangerboute en plate aansit.....	32,91	36,20	(10) fixing of bed irons, bed brackets, hanger bolts and plates.....	32,91	36,20
(11) heliese vere en/of sigsag- of nie-insak- veerwerk inhaak.....			(11) hooking on of helical springs and/or zigzag or no-sag type of springing....		
(12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas....			(12) inserting ornamental plastic or metal beading into prepared grooves.....		
(13) houttappenne en penne met die hand en/of 'n masjien maak en/of afspits....			(13) making and/or pointing of wooden dowels and pins by hand and/or machine.....		
(14) rande verf en/of vul voor polering of bespuiting.....			(14) painting and/or filling of edges prior to polishing or spraying.....		
(15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg).....			(15) riempie work (the attachment of riem- pies to chairs, stools and couches).....		
(16) politoer of verf van gepoleerde of geverfde meubels verwyder.....			(16) removing of polish or paint from polished or painted furniture.....		
(17) met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word, stilstaan of draai en/of die draag- bare skuurder los of vas is.....			(17) sandpapering by hand and/or portable sander regardless of whether the article papered is stationary or rotating and/or whether the portable sander is fixed or loose.....		
(18) metaal bespuit.....			(18) spraying of metal.....		
(19) slegs met die hand beits, olie, en/of her- nuwe en oortollige olie en grint uit binnestes verwyder.....			(19) staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors.....		
(20) die agtergrond van houtsnijwerk stippel			(20) stippling the background of carving		
(21) onderstukke aan gestoffeerde artikels vasspyker en rugkante van karton, kaliko of soortgelyke materiaal aan gestoffeerde kopplanke vasspyker.....			(21) the tacking on of bottoms to uphol- stered articles and of cardboard, calico or similar material backs to upholstered headboards.....		

	Tyd- perk wat op 30/6/80 eindig	Tyd- perk wat op 1/7/80 begin		Period ending 30/6/80	Period com- mencing 1/7/80
	Per week R	Per week R		Per week R	Per week R
(22) laaghout aan los sitplekrame vasspyker voordat dit gestoffeer word.....			(22) tacking of plywood on to loose seat frames prior to upholstery.....		
(23) klapperhaar of ander materiaal met 'n masjien uitpluis.....			(23) teasing coir or other materials by machine.....		
(24) slegs met die hand meubels opknop wat bespuit en afgewerk is met 'n lakvernis wat gepigmenteer maar nie deurskynend is nie.....			(24) touching up by hand only furniture sprayed and finished with a pigmented but not translucent lacquer.....		
(25) deure en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word.....	32,91	36,20	(25) unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished.....	32,91	36,20
(26) spieëls deur middel van kleefband vassit			(26) attaching mirrors by means of adhesive tape.....		
(27) vloei bestrykingsmasjiene voer en/of ontlaai en/of bedien, maar nie opstel nie			(27) feeding and/or off-loading and/or operating of flow coating machines but excluding the setting up thereof.....		
(28) gaas op luidsprekers en/of ander panele vaskram.....			(28) stapling of gauze on to loudspeakers and/or other panels.....		
(29) gevormde versierings maak slegs vir uitsnywerk.....			(29) making moulded embellishments for carving only.....		
(30) alle boutwerk, met inbegrip van die vasbout van toebehore.....			(30) all bolting including the bolting of fittings.....		
(31) karton aan kaal rame vaskram of vasspyker.....			(31) tacking or stapling cardboard to bare frames.....		
7. Werknemers wat—			7. Employees engaged in—		
(1) beddegoed maak, whereby bedoel word vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, katoenvulsel, haarveselwol, vere, gras, kaf, strooi, rubber, of enige ander dergelyke stof; of enige kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings peule, bomatrasse, bedspreie, die aanklop en/of aanhaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar met uitsluiting van die diverse werksaamhede in klousules 8, 9 en 14 (9) vervat.....	44,19	48,17	(1) bedding making which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interiors, all types of wire springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking on and/or hooking on of spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations contained in clauses 8, 9 and 14 (9)....	44,19	48,17
(2) stoelkussings met veerbinnewerk en/of veereenhede vul.....			(2) filling of cushions with spring interiors and/or spring units.....		
(3) vulsel sprei op veereenhede wat in matrasse en stoelkussings gebruik word			(3) laying out filling material upon a spring unit used in mattresses and cushions...		
(4) 'n topdeurstikmasjien bedien.....			(4) operating a top quilting machine.....		
(5) rame en rollers vir die topdeurstikmasjien berei.....			(5) preparing frames and rollers for the top quilting machine.....		
(6) rolkantwerk met die hand of 'n masjien doen.....			(6) roll edging by hand or machine.....		
(7) matrastoppe, hetsy gestik of nie, in posisie vassit om 'n voorafgeboude binnewerk of binneveermatras te bou			(7) securing mattress tops whether quilted or not in position for building a prebuilt interior or spring mattress.....		
(8) deurgevlegte kussinkies met die hand of 'n masjien aan veereenhede vassit, vaststik of vaskram.....			(8) securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....		
(9) rande systik.....			(9) side stitching borders.....		
(10) vulsel met die hand of 'n masjien in matrasslope instop.....			(10) stuffing filling into mattress cases whether by hand or machine.....		
(11) bande aan kante van 'n binneveermatras vasstik.....			(11) tape edging a spring interior mattress		
(12) kwassies met die hand of 'n masjien maak.....			(12) tufting by hand or machine.....		
(13) veermaas vleg.....			(13) weaving of spring mesh.....		
8. Werknemers wat—			8. Employees engaged in—		
(1) alle stikwerk doen wat nodig is by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en onderdele.....	36,59	39,88	(1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts....	36,59	39,88
(2) met die hand of 'n masjien die bek van die matras toewerk.....			(2) closing up, by hand or machine, the mouth of a mattress.....		
(3) kopkussings, stoelkussings en peule toewerk.....			(3) closing pillows, cushions, and bolsters		
(4) toppe, rande en oortreksels vir matrasse, bedekte bedvoetstukke en kopkussings uitsny.....			(4) cutting tops, borders and cases for mattresses, covered bed bases and bed pillows.....		
(5) kantlengtes saamvoeg.....			(5) joining border lengths.....		

	Tyd- perk wat op 30/6/80 eindig	Tyd- perk wat op 1/7/80 begin		Period ending 30/6/80	Period com- mencing 1/7/80
	Per week R	Per week R		Per week R	Per week R
(6) 'n randdeurstikmasjien bedien, ongeag of die rand met draad of met ogies deurgestik word.....	36,59	39,88	(6) operating a border quilting machine irrespective of whether the quilting of the border is produced by thread or eyelets.....	36,59	39,88
(7) matrashandvatsels aan kante vasstik....			(7) sewing mattress handles to borders....		
(8) gestikte rande aan matrashandvatsels vasstik voordat die bande aangestik word			(8) sewing of quilted borders onto mattress units prior to tape edging.....		
9. Werknemers wat—			9. Employees engaged in—		
(1) geweeftde draadmaas en kettingveermaas in rame vir beddegoed monteer, daaraan vasslaan of vashaak, ongeag die materiaal waarvan die rame gemaak is.....			(1) assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....		
(2) 'n matrasmaker help om matrasse te vul en/of slope van matrasse en rande tydelik te sluit deur middel van steekpennetjies en/of spelde.....			(2) assisting the mattress-maker in the filling of a mattress and/or the temporary closing of covers of mattresses and borders by means of skewers and/or pins.....		
(3) veereenhede aan bedrame heg.....			(3) attaching spring units to bed frames....		
(4) handvatsels aan matrashandvatsels, maar nie hoekysters boor en tap nie.....			(4) affixing lugs to mattress frames, excluding boring and morticing of the rails		
(5) lusse aan knope of kwassies heg.....			(5) attaching loops to buttons or tufts.....		
(6) 'n lusmasjien bedien.....			(6) attending a loop making machine.....		
(7) bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout....			(7) bolting by hand of bed mattress frames, studio couch frames and cots.....		
(8) kussinkies uitsny en maak, ongeag die materiaal gebruik.....	32,91	36,20	(8) cutting and making pads, irrespective of materials used.....	32,91	36,20
(9) deurgestikte kante volgens lengte uitsny			(9) cutting quilted borders to length.....		
(10) die deurvlegmasjien voer.....			(10) feeding the interlacing machine.....		
(11) rolwieleltjies en sokke aansit maar nie gate boor nie.....			(11) fitting castors and sockets but excluding the boring of holes.....		
(12) bedysters en/of bedarmpies aansit....			(12) fixing bed irons and/or bed brackets....		
(13) lusse by drukpluiskwerk aan naalde hang			(13) hanging loops on needles in compression tufting.....		
(14) 'n doekspreimasjien laai, stoot en bedien.....			(14) loading, wheeling and operating a cloth spreading machine.....		
(15) 'n uitpluiskwerk bedien.....			(15) operating a teasing machine.....		
(16) latte, latklampe en/of dwarsstawe in posisie plaas en vassit en/of touweefsel aan matrasse of bedrame heg.....			(16) positioning and fixing of laths, lath cleats and/or cross-bars and/or fixing webbing to mattress or bed frames....		
(17) 'n maas op 'n matrashaam in posisie plaas en daaraan heg.....			(17) positioning and securing a mesh to a mattress frame.....		
(18) spoel vir 'n randdeurstikmasjien berei			(18) preparing spools for border quilting machine.....		
(19) gate in matraskante pons en ventileerders en handvatsels daaraan vassit			(19) punching holes and fitting ventilators and handles to mattress borders.....		
(20) rame vir beddegoed met die hand beits en/of vernis.....			(20) staining and/or varnishing, by hand, frames for bedding.....		
10. Leerlinge in diens om die klasse werk te leer wat in klousule 7 gemeld word:			10. Learners employed in learning the classes of work referred to in clause 7:		
Vir die eerste ses maande diens, 50 persent van die loon in klousule 7 voorgeskryf.			For the first six months of employment, 50 per cent of the wage prescribed in clause 7.		
Vir die tweede ses maande diens, 60 persent van die loon in klousule 7 voorgeskryf.			For the second six months of employment, 60 per cent of the wage prescribed in clause 7.		
Vir die derde ses maande diens, 70 persent van die loon in klousule 7 voorgeskryf.			For the third six months of employment, 70 per cent of the wage prescribed in clause 7.		
Vir die vierde ses maande diens, 80 persent van die loon in klousule 7 voorgeskryf.			For the fourth six months of employment, 80 per cent of the wage prescribed in clause 7.		
Daarna die lone in klousule 7 voorgeskryf.			Thereafter the wages prescribed in clause 7.		
11. Werknemers wat uitsluitlik of gedeeltelik werksaam is in enigen van die volgende werksaamhede of prosesse wat met die hand of 'n meganiese toestel verrig word: Glipsteekwerk aan, stik en/of aanmekaarvoeg van oortreksels, klappe, stoelkussings, koorde, peule, gordynkappe of gordyne en/of vasryg, vaslym of vas-kram van omboorsel en/of fraiings, maar nie die uitsny van oortreksels nie.....	36,59	39,88	11. Employees engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, bolsters, pelmets or curtains and/or in tacking, glueing or stapling gimp and/or fringes, but shall exclude the cutting of covers.....	36,59	39,88
12. Leerlinge in diens om die klas werk te leer wat in klousule 11 gemeld word:			12. Learners employed in learning the class of work referred to in clause 11:		
Vir die eerste ses maande diens, 50 persent van die loon in klousule 11 voorgeskryf.			For the first six months of employment, 50 per cent of the wage prescribed in clause 11.		
Vir die tweede ses maande diens, 60 persent van die loon in klousule 11 voorgeskryf.			For the second six months of employment, 60 per cent of the wage prescribed in clause 11.		
Vir die derde ses maande diens, 70 persent van die loon in klousule 11 voorgeskryf.			For the third six months of employment, 70 per cent of the wage prescribed in clause 11.		
Vir die vierde ses maande diens, 80 persent van die loon in klousule 11 voorgeskryf.			For the fourth six months of employment, 80 per cent of the wage prescribed in clause 11.		
Daarna die lone in klousule 11 voorgeskryf.			Thereafter the wages prescribed in clause 11.		

	Tyd- perk wat op 30/6/80 eindig	Tyd- perk wat op 1/7/80 begin		Period ending 30/6/80	Period com- mencing 1/7/80
	Per week R	Per week R		Per week R	Per week R
13. Werknemers wat—			13. Employees engaged in—		
(1) lym en lymverharders met die hand, kwas of masjien aansit en/of spreid maar uitdruklik met uitsondering van die aanmeekaarsit of monter van meubelonderdele.....			(1) the application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts.....		
Hierdie uitsondering is nie van toepassing op die werknemers wat in subklousule (39) hieronder gemeld word nie.....			This exclusion not to apply to the employees referred to in subclause (39) hereunder		
(2) 'n meubelmasjienwerker help om materiale voor en na masjienwerk te hanteer			(2) assisting a furniture machinist in handling materials before and after machining.....		
(3) 'n stoffeerder help deur oortreksel vas te hou.....			(3) assisting upholsterers by holding cover		
(4) 'n stoomketel, verbrander en/of oond bedien.....			(4) attending boiler, incinerator and/or oven.....		
(5) toesig hou oor stofsakke en/of siklone van skuurmasjiene.....			(5) attending to dust bags and/or cyclones from sanding machines.....		
(6) stoffeerspringvere baal en indompel...			(6) baling and dipping of upholstery springs.....		
(7) klapperhaar met die hand uitklop en/of uitpluis.....			(7) beating and/or teasing coir by hand		
(8) metaaldele buig, klink, boor en/of inmeekaarsit.....			(8) bending, rivetting, drilling and/or assembling metal parts.....		
(9) uitrustings skoonmaak en -blaas.....			(9) cleaning and blowing down of equipment.....		
(10) masjinerie, installasie, gereedskap, spuittoestelle en gerei skoonmaak.....			(10) cleaning machinery, plant, tools, spray guns and utensils.....		
(11) persele skoonmaak en vee.....			(11) cleaning and sweeping of premises.....		
(12) metaalstawe skoonmaak.....			(12) cleaning metal rods.....		
(13) metaalstawe sny, hingsels, metaalbuise, metaalstrokies, kettings, hoepelyster en alle dergelike materiaal sny.....			(13) cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire hoop and all similar materials.....		
(14) rubber of plaasvervangers sny en vaslym en sodanige rubber of plaasvervangers aan kaal rame en sitplekke en teenstroke vasheg, en sodanige rubber of plaasvervangers aan stofbekleding vasheg en/of vaslym voordat dit gestik word, maar dit nie vaswerk, vaskram of vasryg nie.....	31,94	35,13	(14) cutting and glueing together of rubber or substitutes and the fixing of such rubber or substitutes on to bare frames and seats and flypieces, and the fixing and/or glueing of such rubber or substitutes to material covers prior to quilting, but shall exclude the sewing, stapling or tacking thereof.....	31,94	35,13
(15) boodskappe aflewer.....			(15) the delivery of messages.....		
(16) met handvoertuie aflewer.....			(16) delivery by manually propelled vehicles		
(17) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of vereenhede nie			(17) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....		
(18) enige soort gelymde blok vasheg.....			(18) the fixing of any kind of glue block....		
(19) skuurpapierskywe vaslym.....			(19) glueing sandpaper discs.....		
(20) lym meng, massameet en berei.....			(20) glue mixing, mass-measuring and preparing.....		
(21) materiaal hanteer en dra.....			(21) handling and carrying materials.....		
(22) rubbereenhede in matrasslope insit.....			(22) insertion of rubber units into mattress cases.....		
(23) skroewe insit voordat daar vasgeskroef word.....			(23) insertion of screws preparatory to screwing.....		
(24) tappenne en/of kartelkramme inslaan			(24) knocking in of dowels and/or corrugated fasteners.....		
(25) afwit.....			(25) lime washing.....		
(26) klemtoestelle met materiaal laai en ontlai ter voorbereiding vir masjinerie, met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kram nie.....			(26) the loading and unloading of jigs with material in preparation for machining, provided that such jigs are not used for cramping of furniture parts.....		
(27) droogoonde laai en ontlai.....			(27) loading and unloading of kilns.....		
(28) voertuie laai en/of aflaai.....			(28) loading and/or unloading of vehicles		
(29) enige soort vakuumsak en pers laai en ontlai.....			(29) loading and unloading vacuum bag and press of any kind.....		
(30) knope maak.....			(30) making buttons.....		
(31) skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg.....			(31) making and jointing sandpaper or discs and belts for open belt sander.....		
(32) tee of ander dergelike drankie maak...			(32) making tea or other similar beverages		
(33) met leipatroon, patroon en/of setmaat afmerk ter voorbereiding vir masjinerie en/of snywerk.....			(33) marking by template, pattern and/or jig in preparation for machining and/or cutting.....		
(34) masjiene en/of voertuie olie en smeer...			(34) oiling and greasing machines and/or vehicles.....		
(35) tapplaatdrukmasjiene bedien.....			(35) operating the tenon squashing machine		
(36) fineerperse bedien, maar nie gemasjineerde of gefineerde dele saampers nie			(36) operating veneer presses, but excluding the pressing together of machined and/or veneered parts.....		
(37) artikels in kartonne en/of kartonhouers en/of sakke verpak en daarna dié kartonne en kartonhouers en sakke vul en sluit.....			(37) packing articles into cartons and/or cardboard containers and/or bags and thereafter filling and closing such cartons and containers and bags....		

	Tyd- perk wat op 30/6/80 eindig	Tyd- perk wat op 1/7/80 begin		Period ending 30/6/80	Period com- mencing 1/7/80
	Per week R	Per week R		Per week R	Per week R
(38) 'n voertuig of handkar stoot of trek...			(38) pushing or pulling a vehicle or handcart		
(39) help met die inmeekaarsit of montering van meubelonderdele wat gekram of geklamp word of nog moet word: Met dien verstande dat die verhouding van sodanige assistente tot werknemers wat kram- of klampwerk doen en wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskryf word hoogstens twee tot een mag wees en dat sodanige assistente nie geag word assistente te wees nie tydens die afwesigheid van voornoemde werknemer wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskryf word.			(39) assisting in the putting together or assembling of furniture parts which are to be cramped or are being cramped or clamped: Provided that the ratio of such assistants to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping or clamping shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in clause 1 of this Part.		
(40) lym van meubels verwyder.			(40) removing the glue from furniture.		
(41) fineerrande verwyder.			(41) removing of veneer edges.		
(42) lym en papier van geperste fineerhout, gom of ander bande verwyder, afwas en/of skoonmaak.			(42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes.		
(43) ysterboute en -stawe vasklink of draad daaraan sny.			(43) riveting or making threads on iron bolts and rods.		
(44) onderdele na parswerk opstapel.			(44) stacking parts after pressing.		
(45) hoepelyster wat vir touweefwerk gebruik word reguit maak en/of sny.			(45) straightening and/or cutting hoop iron used for webbing.		
(46) materiaal deursy.			(46) straining of materials.		
(47) stoffeersel en beddegoed uitmekaarhaal.			(47) stripping upholstery and bedding.		
(48) fineerhout toedraai en fineerpers bedien.			(48) tapping of veneers and attending veneer press.		
(49) fineerstukke, laaghout en hardbord met bande, kramme en/of hegspykers vir parswerk aan rame of kernmateriaal vassit.	31,94	35,13	(49) taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing.	31,94	35,13
(50) bandlose laswerk met 'n masjien doen.			(50) tapeless jointing by machine.		
(51) klapperhaar of 'n ander materiaal met die hand plu.			(51) teasing coir or any other materials by hand.		
(52) hout vir preservering behandel.			(52) treating timber for preservation.		
(53) grondstowwe uitpak, baal en uit bale haal.			(53) unpacking, baling and unbalancing raw materials.		
(54) rande fineer.			(54) veneering of edges.		
(55) kopkussings, peule, bedspreie en stoelkussings massameet.			(55) mass-measuring pillows, bolsters, quilts and cushions.		
(56) lym afwas en/of afvee.			(56) washing and/or wiping off glue.		
(57) artikels in papier of karton en/of plastiekstroke toedraai.			(57) wrapping in paper or cardboard and/or plastic sheeting.		
(58) rasper en/of vyl en/of skraap (werksaamhede slegs vir uitsnywerk).			(58) rasping and/or filing and/or scraping (operations for carving only).		
(59) stippelpons vir uitsnywerk.			(59) stipple punching for carving.		
(60) versterkende houtstroke aan afgewerkte meubels vasheg vir verpakkings- of vervoerdoeleindes.			(60) affixing strengthening wood strips to completed furniture for the purpose of packing or transporting.		
(61) verpakkingskrate en/of -kaste vir meubels en dele daarvan maak.			(61) making packing crates and/or cases for furniture and parts thereof.		
(62) meubels en/of meubeldele in goiing, kratte, kartonhouers of plastiekstroke verpak en dit toemaak.			(62) packing furniture and/or furniture parts in hessian, crates, cardboard containers or plastic sheeting and the closing thereof.		
(63) toebehore en/of dele van meubelstukke verwyder om die vervoer en/of verpakking daarvan te vergemaklik.			(63) removal of fittings and/or parts from articles of furniture to facilitate transport and/or packing.		
14. Werknemers in diens—			14. Employees employed—		
(1) vir sweiswerk, uitgesonderd puntsweiswerk	68,43	73,90	(1) in welding other than spot welding.	68,43	73,90
(2) vir puntsweiswerk.	37,07	40,41	(2) in spot welding.	37,07	40,41
(3) vir onderhoud van masjinerie.	68,43	73,90	(3) in maintenance of machinery.	68,43	73,90
(4) as versendingsklerk, magasynman, tyd-opnemer.	36,59	39,88	(4) as despatch clerk, storeman, timekeeper.	36,59	39,88
(5) as opsigter, wag.	33,88	37,27	(5) as caretaker, watchman.	33,88	37,27
(6) as drywer van 'n motorvoertuig waarvan die onbelaste massa volgens lisensie meer as 4 540 kg is.	47,04	51,27	(6) as driver of a motor vehicle the unladen mass of which is over 4 540 kg according to licence.	47,04	51,27
(7) as drywer van 'n motorvoertuig waarvan die onbelaste massa saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 4 540 kg is.	40,39	44,03	(7) as driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers does not exceed 4 540 kg according to licence.	40,39	44,03
(8) as drywer van 'n vrachtwagen.	32,91	36,20	(8) as driver of a fork lift vehicle.	32,91	36,20
(9) in verband met enige van die prosesse by die bou van veerbinnewerk en/of veereenhede en die vervaardiging van hul samestellende dele.	32,91	36,20	(9) in connection with any processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.	32,91	36,20
15. Kantoorwerknemers.—Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet werknemers wat skryf-, liaseer- of enige ander vorm van klerklike werk verrig, met inbegrip van kassiere en telefoniste, minstens R90 per maand betaal word.			15. Office employees.—Notwithstanding anything to the contrary in this Agreement, employees engaged in writing, filing or any other form of clerical work and including cashiers and telephone operators shall be paid not less than R90 per month.		

	Tyd- perk wat op 30/6/80 eindig	Tyd- perk wat op 1/7/80 begin
	Per week R	Per week R
16. Werknemers in diens—		
(1) as voormanne verantwoordelik vir werknemers vir wie 'n loon van meer as R44,19 voorgeskryf word.....	81,25	87,75
(2) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R44,19 voorgeskryf word.....	51,71	56,36
(3) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R36,59 voorgeskryf word.....	43,46	47,37
(4) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R32,91 voorgeskryf word.....	37,26	40,61
(5) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R31,94 voorgeskryf word.....	35,20	38,72

Hierdie Ooreenkoms is namens die Partye op hede die 15de dag van Junie 1979 in Kaapstad onderteken.

MAX STONE, Voorsitter.

G. FLETCHER, Ondervoorsitter.

I. KENNEY, Sekretaris.

No. R. 2066

21 September 1979

WET OF FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, WES-KAAPLAND

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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, Wes-Kaapland, gepubliseer by Goewermentskennisgewing R. 2065 van 21 September 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae, daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

16. Employees employed—

	Period ending 30/6/80	Period com- mencing 1/7/80
	Per week R	Per week R
(1) as foreman in charge of employees for whom a wage of more than R44,19 is prescribed.....	81,25	87,75
(2) as foreman in charge of employees for whom a wage of not less than R44,19 is prescribed.....	51,71	56,36
(3) as foreman in charge of employees for whom a wage of not less than R36,59 is prescribed.....	43,46	47,37
(4) as foreman in charge of employees for whom a wage of not less than R32,91 is prescribed.....	37,26	40,61
(5) as foreman in charge of employees for whom a wage of not less than R31,94 is prescribed.....	35,20	38,72

This Agreement signed on behalf of the Parties at Cape Town this 15th day of June 1979.

MAX STONE, Chairman.

G. FLETCHER, Vice-Chairman.

I. KENNEY, Secretary.

No. R. 2066

21 September 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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, Western Cape, published under Government Notice R. 2065 of 21 September 1979, 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 Manpower Utilisation.

INHOUD

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