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GOEWERMENTSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

No. R. 834

30 April 1982

No. R. 834

30 April 1982

WET OP ARBEIDSVERHOUDINGE, 1956
MEUBELNYWERHEID, WES-KAAPLAND.—HERNU-
WING VAN SIEKTEBYSTANDSGENOOTSKAP-
OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 919 van 4 Mei 1979 en R. 2046 van 14 September 1979, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig.

S. P. BOTHA, Minister van Mannekrag.

LABOUR RELATIONS ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.—RENEWAL OF SICK BENEFIT
SOCIETY AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 919 of 4 May 1979 and R. 2046 of 14 September 1979, to be effective from the date of publication of this notice and for the period ending 30 June 1983.

S. P. BOTHA, Minister of Manpower.

No. R. 835

30 April 1982

No. R. 835

30 April 1982

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—
HOOF OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (5) (e), 12, 22, 24, en 25 van Deel I, met ingang van die tweede Maandag na

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.—MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (5) (e), 12, 22, 24 and 25 of Part I, shall be binding, with effect from the

die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

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 Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" 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 TEEN-OORGESTELDE 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 vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is; en

(b) in die landdrostrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Frasersburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, 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 landdrostrik Postmasburg wat voor die publikasie van Goewernementskennisgewing 1254 van 27 Junie 1975 in die landdrostrik Kuruman, geval het, maar uitgesonderd daardie gedeelte van die landdrostrik Kuruman wat voor die publikasie van Goewernementskennisgewing 1314 van 28 Augustus 1964 in die landdrostrik Postmasburg geval het, Philipstown en Prieska.

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

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag ingevolge artikel 48 (1) van die Wet vasstel en bly van krag tot 30 Junie 1983.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in die Ooreenkoms gebrui 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 bedoelding 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;

"bonus"—

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

second Monday after the date of publication of this notice and for the period ending 30 June 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

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 Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), 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 union, who are engaged or employed therein; and

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Frasersburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, 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 in terms of section 48 (1) of the Act and shall remain in operation until 30 June 1983.

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

"los werknemer" 'n werknemer wat op hoogstens drie dae in 'n bepaalde week by dieselfde werkgewer 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 al of enigeen 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 ander 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 raamveermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, 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, kroes 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, kussings, 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, gedeeltelik of in die geheel verrig word, en die fineer 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 vasgestel;

"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 voortspruit;

"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 werkure in 'n bedryfsinrigting weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarmaking van installasie of masjinerie veroorsaak deur ongelukke of ander onvoorsiene noodgevalle.

(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 fabriekperseel woon waarvoor en vir die inhoud waarvan hy verantwoordelik is, wat toesig hou oor die skoonmaakpersoneel, hulle 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 verpakking, massabepaling en/of bymekaarmaak van sodanige goedere, die nagaan van pakkies en die merk en adresseer daarvan;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n chauffeur of 'n monstertjont, 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 vraag, 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 in diens geneem is om enige klas werk aan te leer wat gespesifiseer word op sy leerlingstifikaat wat ingevolge klousule 28 van hierdie Deel van die Ooreenkoms aan hom uitgereik is;

(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 upholstery, 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 upholstery, 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 tearoom, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, springmattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishment in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction 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 determined in accordance with the provisions of 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 transport or 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 of 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 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;

"masjienonderhoudwerktuigkundige" 'n werknemer wat uitsluitlik in diens is in enigene 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 al of enigene van dié werksaamhede;

"proefleerling" 'n werknemer 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 voorraad of afgewerkte goedere en wat verantwoordelik is vir die ontvangs, opberging, bymeekaarmaak, 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 werkure, of waar 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werkure '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 werkgever 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 werkgever '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 bepalings deur ooreenkoms vasgestel is soos genoem in subklousules (2), (3) en (4).

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

(3) Die bepalings van sodanige aansporingskema en alle daaropvolgende veranderinge daaraan waaroor 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 enigene van die partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig die 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 werkgever die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsbonuslone waaroor ingevolge hierdie klousule ooreengekom is.

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

6. BUITEWERK

(1) Geen werkgever mag van enigene 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 werkgever geplaas is en bestaan uit paswerk, inmeekaarsit, 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 bepalings 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 Goewermenskennisgewing

"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 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 of 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) Subjects 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 the trade union party to this Agreement whose members are involved, may agree upon the terms of any such scheme.

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

(4) 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 placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.

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

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

R. 34 van 9 Januarie 1981 uiteengesit word, naamlik voormanne, bestuurders, onderbestuurders, senior bestuurs-, professionele, tegniese of administratiewe personeelle wat 'n salaris van minstens R850 per maand ontvang, vereis of hom toelaat—

- (a) om langer as 44 uur, etenspouses uitgesluit, in 'n bepaalde werkweek te werk nie, naamlik:
 - (i) Maandag, Dinsdag, Woensdag, Donderdag, Vrydag; of
 - (ii) Donderdag, Vrydag, Maandag, Dinsdag, Woensdag;
- (b) om langer as nege en 'n kwart uur, etenspouses uitgesluit, op 'n bepaalde dag te werk nie;
- (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, werkdagperke onderbreek deur 'n pouse van minder as een uur geag moet word aaneenlopend te wees.

(2) Ondanks subklousule (1) (a) en (b) van hierdie klousule en behoudens klousule 10 van Deel I van hierdie Ooreenkoms, kan 'n werkgewer 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 werkgewer, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, bepaal word.
- (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 werkgewer vir dié hele pouse te verlaat nie; of
- (b) gedurende enige ander tydperk wat hy binne die perseel van sy werkgewer is:

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 werke van 'n wag mag hoogstens 72 uur per werkweek van ses dae wees: Met dien verstande dat 'n wag sewe nagte per week kan werk, en in dié geval moet sy werkgewer hom, benewens sy weekloon, 'n bedrag betaal wat gelyk is aan een derde van sy weekloon ten opsigte van werk wat op die sewende dag van die week gedoen word.

(5) Elke werkgewer moet in sy bedryfsinrigting in 'n plek wat vir sy werknemers maklik toeganklik is 'n kennisgewing ten toon stel in die vorm voorgeskrif 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 etenspouse 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 5 (1), (4) en (7) van Deel II van hierdie Ooreenkoms voorgeskrif 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 werke op korttyd onder 35 uur per week oor 'n aaneenlopende tydperk van vier weke daal nie.

(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 werkgewer 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 verselde koevertes waarop die naam verskyn van die werkgewer, 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 werkgewer geen premie vra of aanneem nie.

(4) Daar mag ten opsigte van skade aan materiaal berokken geen bedrag afgetrek word van geld wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is nie.

categories specified in Government Notice R. 34 of 9 January 1981, namely foremen, managers, submanagers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R850 per month—

(a) to work for more than 44 hours excluding meal intervals in any one working week, which shall observed on—

- (i) Monday, Tuesday, Wednesday, Thursday, Friday; or
- (ii) Thursday, Friday, Monday, Tuesday, Wednesday;

(b) to work for more than nine and a quarter hours, excluding meal intervals, on any one day;

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

(2) 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.

(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:

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 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 this 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 interval.

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 5 (1), (4) and (7) 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 hours per week over a continuous period of four weeks.

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

(4) No charge for damage done to material may be deducted from any money due to any employee in terms of this Agreement.

(5) Geen bedrag van watter aard ook al mag 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 *pro rata*-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 werkgever en die werknemer, bedrae vir 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, ordonansie of regsding ten behoeve van 'n werknemer moet betaal;

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

10. OORTYDWERK

(1) (a) Alle tyd wat langer as 44 uur in 'n 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 enigene van of al die gewone werkure wat in sy werkgever se bedryfsinrigting gewerk word; of

(iii) weens siekte gedurende enigene van 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 voorleë;

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, Gesinsdag, Gelofte-dag, Kersdag, Nuwejaarsdag, Hemelsvaartsdag 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 enigene 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 Hemelsvaartsdag;

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

(iii) die Joodse Versoendag;

(iv) die Vrydag na Gelofte-dag 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) Ondanks subklousule (1), kan daar van drywers van motorvoertuie vereis word om vier uur langer te werk as die gewone werkure van 'n bedryfsinrigting en daarvoor besoldig word teen die gewone uurloon, mits sodanige ure gewerk word gedurende die gewone werkweek van die werkgever en beperk is net tot die aflewering van goedere.

Vir alle tyd wat gewerk word op Goeie Vrydag, Gesinsdag, Hemelsvaartsdag, 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 alle werk wat op Sondag verrig word, moet 'n drywer van 'n motorvoertuig besoldig word teen minstens dubbel 'n volle dag se loon.

(5) No deduction of any description shall be made from the amount due to an employee other than—

(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 both the employer and the employee, deductions for 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 the trade union as provided for in clause 12 of this Part of the Agreement.

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, Family Day, Day of the Vow, Christmas Day, New Year's Day, Ascension Day and Republic Day an 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 Day of the Vow whenever the latter day falls on a Thursday;

(v) the Thursday before Good Friday;

(vi) Founders' 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) Notwithstanding the provisions of subclause (1), a driver of a motor vehicle may be required to work four hours in excess of the normal ordinary hours of an establishment at the ordinary hourly rate of remuneration provided such hours are worked during the ordinary working week of his employer and are restricted to the delivery of goods only.

For any time worked on Good Friday, Family Day, Ascension Day, Day of the Vow, 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.

(4) Subklousule (1) is nie op enigeen van die werknemers in Goewernmentskennisgewing R. 34 van 9 Januarie 1981 gespesifiseer, naamlik voormanne, bestuurders, onderbestuurders, senior bestuurs-, professionele, tegniese of administratiewe personeel wat 'n salaris van minstens R850 per maand ontvang, van toepassing nie.

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 Ooreenkoms in werking tree 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet, solank hy in die diens van dieselfde werkgever 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 1981 en die datum waarop hierdie Ooreenkoms in werking tree: 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.

(b) Elke werknemer moet, met ingang van 1 Julie 1982, ongeag of sy loon op 30 Junie 1982 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 1982 en 1 Julie 1982 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 werkgever moet weekliks van die loon van elkeen van sy werknemers wat lid is van die vakvereniging wat 'n party by hierdie Ooreenkoms is, die bydrae aftrek wat deur sodanige werknemer aan daardie vakvereniging verskuldig is. Die bedrag aldus afgetrek moet wees soos bepaal in die konstitusie van die betrokke vakvereniging.

Die bydraes wat aldus ingevorder word, moet voor of op die 15de dag van elke maand wat volg op dié waarvoor dit verskuldig was, aan die Sekretaris van die Raad betaal word.

(2) (a) 'n Werkgever 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 Werkgever op wie hierdie paragraaf toegepas is, mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse grondslag waarvoor in subklousule (1) voorsiening gemaak is.

(b) Indien die Raad enige bedrag verskuldig ingevolge hierdie klousule nie ontvang teen die 15de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly, bereken teen 1 persent per maand of gedeelte daarvan vanaf dié 15de 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, Gesinsdag, Hemelvaartsdag, Gelofte dag, Kersdag, Nuwejaarsdag en Republiekdag is vakansiedae met besoldiging.

(2) Ondanks subklousule (1), is 'n werknemer van wie die werkgever vereis om te werk op die Maandag onmiddellik ná Gelofte dag of Republiekdag wanneer so 'n dag op 'n Sondag val, en wat op die Maandag van die werk af wegby, nie geregtig op betaling vir so 'n vakansiedag nie, tensy hy afwesig is met die verlof van sy werkgever of weens siekte wat onderskraag word deur 'n mediese sertifikaat, en in so 'n geval moet betaling vir die dag geskied soos ooreenkomstig hierdie klousule bepaal.

(3) Geen werkgever 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 tydperk 23 Desember 1982 tot 12 Januarie 1983 (beide dae ingesluit), nie.

(4) (a) Elke werkgever 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

(4) The provisions of subclause (1) shall not apply to any of the employees specified in Government Notice R. 34 of 9 January 1981, namely foremen, managers, submanagers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R850 per month.

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 Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date subject to the condition that the Council may authorise a reduction of such higher wage to the level prescribed in these 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 1981 and the date of coming into operation of this Agreement: Provided that this paragraph shall not apply in respect of an employee for whom wages are prescribed in clause 15 of Part II.

(b) Every employee shall, with effect from 1 July 1982, irrespective of whether his wage on 30 June 1982 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 1982 and 1 July 1982 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 who is a member of the trade union which is a party to this Agreement such contribution as may be payable by such employee to that trade the amounts so deducted shall be as determined in the constitution of the trade union concerned.

The contributions so collected shall be paid to the Secretary of the Council not later than the 15th day of each month following that in respect of which they were due.

(2) (a) An employer who is in arrear with payments in terms of subclause (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 15th 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 15th 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, Family Day, Ascension Day, Day of the Vow, Christmas Day, New Year's Day and Republic Day shall be paid holidays.

(2) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work on the Monday immediately following Day of the Vow or Republic Day, whenever such day falls on a Sunday, and who absents himself on the Monday, shall not be entitled to payment for such holiday unless absent with the permission of his employer or on account of illness which is supported by a medical certificate, in which event payment shall be made for the day as provided for in terms of this clause.

(3) 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 period 23 December 1982 to 12 January 1983 (both days inclusive).

(4) (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

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 (6) hiervan ten opsigte 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 $1\frac{1}{2}$ persent van sy besoldiging gedurende daardie tydperk;

(ii) as die werknemer nie die normale gewone ure van 'n bedryfsinrigting per week werk nie, 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.

(5) Vir die toepassing van subklousule (4), 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.

(6) (a) Behoudens subklousule (5), moet alle bedrae betaalbaar ooreenkomstig subklousule (4), maand vir maand deur die werkgever aan die Sekretaris van die Raad betaal word, en wel voor of op die 15de 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 waarskuiding 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, 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 maandelike grondslag waarvoor in paragraaf (a) voorsiening gemaak is.

(c) Indien die Raad enige bedrag verskuldig ingevolge hierdie klousule nie ontvang teen die 15de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly, bereken teen 1 persent per maand of gedeelte daarvan vanaf die 15de 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.

(d) Bedrae betaalbaar ooreenkomstig subklousule (4) 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 (4) 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 tydperk geld:

Tussen 8 en 18 Desember moet elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ooreenkomstig subklousule (4) 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 waarin 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.

(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 23 Desember 1982 tot en met 12 Januarie 1983 besoldig word teen die voorgeskrewe loon asof hulle gedurende hierdie tydperk hul gewone werkure gewerk het.

subject to deductions in respect of the employee's absence from work) at the time and in the manner specified in subclause (6) hereof 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 $1\frac{1}{2}$ 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.

(5) For the purposes of subclause (4), 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 the short-time.

(6) (a) Subject to the provisions of subclause (5), all amounts payable in terms of subclause (4), shall be paid by the employer to the Secretary of the Council month by month, and not later than the 15th 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 15th 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 15th 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 (4) 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 (4) 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 period:

Between 8 and 18 December each employee shall be paid a holiday bonus equal to the amount paid into the Central Holiday Fund in terms of subclause (4) 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) 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 23 December 1982 to 12 January 1983 (both days inclusive) as if they had worked their normal working hours during this period.

(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 (4) 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, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor moet daarna op die kantoor van die Raad ter insae lê. 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 daardeur gedek deur die Direkteur-generaal van Mannekrag 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 'n ander fonds hierbo gemeld of deur 'n latere ooreenkoms voortgesit 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 werkgewer- en werknemer-vertenwoordigers 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 likwidasië van die Fonds ingevolge paragraaf (l), moet die geld wat in die krediet van die Fonds oorby, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad inbetaal word.

(7) (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 23 Desember tot en met 12 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 23 Desember tot en met 12 Januarie te neem of op 'n datum wat deur die werkgewer 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.

(8) 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 voltooië maand diens na die datum waarop hy laas ooreenkomstig subklousule (7) op verlof geregtig geword het.

(9) '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 by diensbeëindiging een en 'n half dag se besoldiging ontvang ten opsigte van elke voltooië maand diens vanaf 13 Januarie.

14. VERSKAFFING VAN GEREEDSKAP

Banke, klampe, handskroewe, lympotte en alle kwaste moet waar nodig deur die werkgewer verskaf word.

Die werkgewer moet op sy koste die gereedskap van die vakmanne in sy diens teen verlies of vernietiging deur brand verseker. Elke vakman 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.

(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 (4) 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 Director General of Manpower.

(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 of liquidation expenses, shall be paid into the general funds of the Council.

(7) (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 23 December to 12 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 month's employment. Office employees may be required to take this leave during the period 23 December to 12 January (both days inclusive), or at a date 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.

(8) 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 (7).

(9) 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 13 January.

14. PROVISION OF TOOLS

Benches, clamps, hand screws, gluepots and all brushes shall be provided by the employer where required.

The employer shall, at his expense, insure against destruction by fire, the tools of the journeymen in his employ. Each journeyman 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. VRYSTELLINGS

(1) Die Raad kan, om 'n afdoende rede vrystelling van enigen 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 vrystellingstifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n tifikaat 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 tifikate wat uitgereik word in volgorde nommer;
 - (b) 'n afskrif hou van elke tifikaat wat uitgereik word; en
 - (c) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die tifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Mannekrag 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 verstrekking van vorige ooreenkomste vir die Nywerheid, behou die Raad beheer oor alle of enige leerlingskapsertifikate, uitgereik ingevolge sodanige vorige ooreenkomste, totdat die tifikate 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 besty, moet elke werkgewer 8c aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en kantoorwerknemers) vir wie 'n weekloon voorgeskryf word.

(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 15de 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 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 'n bedrag verskuldig ingevolge hierdie klousule nie ontvang teen die 15de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is 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 die 15de 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 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 'n 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 verstrekk word);
- (b) die adres waar die besigheid gedryf word en die woonadresse van die persone in subklousule (1) (a) bedoel;
- (c) die ambag of ambagte 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 drijf, ooreenkomstig subklousule (1) verstrekk word.

15. EXEMPTIONS

(1) The Council may 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.
- (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 8c from the wages of each of his employees for whom a weekly wage is prescribed (other than learners, apprentices and office employees).

(2) (a) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th 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 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 15th 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 15th 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) Elke werkgever moet die Raad skriftelik in kennis stel van 'n verandering in enige besonderhede wat ingevolge subklousule (1) verstrek is en dié 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 voorgeskryf word.

20. VERTONING VAN OOREENKOMS

Elke werkgever moet op 'n opvallende plek in sy bedryfsinrigting wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in die vorm van 'n plakkaat 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 werkgever 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 werkgevers en werknemers menings uitspreek en beslissings vel wat nie met die bepalings 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 grond het om te glo dat iemand daarin werksaam is;

(b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goedgekenke, 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, moet hy op versoek sy magtigingsertifikaat toon en 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 VAKVERENIGING

(1) Lede van die vakvereniging onderneem om slegs van lede van die werkgeversorganisasie werk aan te neem, en lede van die werkgeversorganisasie onderneem om slegs lede van die vakvereniging 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 werkgever 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 konstitusie van die vakvereniging of die werkgeversorganisasie.

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

Sowel die vakvereniging as die werkgeversorganisasie moet die Raad voorsien van 'n lys van alle bedankings, uitsittings 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.

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

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

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

Both the trade union 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. LONE

Behoudens klousules 8, 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 leerlingskap 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, 'n sertifikaat wat ingevolge hierdie subklousule uitgereik is, kan intrek.

(b) Leerlingskapsertifikaat moet uitgereik word slegs ten opsigte van die klasse werk in subklousule (6) hieronder en in klousule 1 van Deel II vermeld. Geen sertifikaat mag uitgereik word 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 goeddunke 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 leerlingskap nie langer as drie maande in dieselfde werksaamheid in diens wees nie.

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

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

(c) Leerlingskap in naaiers- of naaisterswerk word toegestaan ten opsigte van ondervermelde groepe 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 aanstig:

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

Die leerlingskappe by die maak van beddegoed en by die werk van naaiers en 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 'n ander afdoende rede, 'n 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 'n aansoeker om leerlingskap 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.

26. WAGES

Subject to the provisions of clauses 8, 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) Learnership certificates shall be issued only in respect of the classes of work referred to in subclause (6) hereunder 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 groups of operations in respect of which learnership in seamsters' 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 seamsters' 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. VOOR- EN NAMIDDAGPOUSE

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 werkgever in diens is, aan dié werkgever '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 werkgever ontvang nie.

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

32. DIENSBEÏNDIGING

(1) Een uur se kennisgewing moet deur die werkgever of die werknemer gegee word om die dienskontrak te beëindig. Met dien verstande dat dit nie die reg van 'n werkgever of werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, raak nie.

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werkgever 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 Werkgever of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur in plaas van kennisgewing aan die werknemer 'n bedrag te betaal of aan die werkgever '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 werkgever 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 bepalinge 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 werkgever 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 werkgever moet steeds die besoldiging betaal en die voorwaardes nakom asof dié indiensneming of diensverskaffing nie verbode was nie.

34. GRONDSLAG VAN BESOLDIGING

Ondanks andersluidende bepalinge 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 bedreuenheid of kwalifikasies van die betrokke werknemer nie.

35. NAGSKOFWERK

Indien 'n werkgever 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.

Vir die doeleindes van nagskofwerk moet geen skof op 'n Sondagand begin of op 'n Sondagoggend eindig nie.

Nagskofte gewerk moet geag word plaas te gevind het op die dag waarop die skof begin het, ongeag die feit dat dit op die volgende dag eindig, en vir die toepassing van klousule 10 (1) (b), moet daar beskou word dat openbare vakansiedae val op die dag waarop 'n skof begin het.

Alle bepalinge van hierdie Ooreenkoms betreffende dagskofwerkers is *mutatis mutandis* in gelyke mate van toepassing op nagskofwerkers en tyd gewerk deur alle nagskofwerkers ná die tyd van hul gewone skof in die betrokke bedryfsinrigting moet as oortyd beskou word en daarvoor moet betaal word teen die skale voorgeskryf in klousule 10 soos van toepassing op die dag waarop die skof begin het.

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.

29. FORENOON AND AFTERNOON INTERVALS

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

For the purposes of night shift work no shift shall commence on a Sunday night or finish on a Sunday morning.

Night shifts worked shall be deemed to have taken place on the day on which the shift commenced, irrespective of the fact that it terminates on the day following, and for the purposes of clause 10 (1) (b) public holidays shall be observed as falling on the day on which a shift commenced.

All provisions of this Agreement relating to day shift workers shall *mutatis mutandis* apply equally to night shift workers and time worked by all night shift workers after the time of their usual shift in the establishment concerned shall be regarded as overtime and paid for at the rates prescribed in clause 10 as applying to the day on which the shift commenced.

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. 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 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 maandloon 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 is, moet hy teen die laer 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 Goewermentskennisgewing R. 2013 van 11 Julie 1969, klousule 8 van die Siektebystandgenootskapoooreenkoms vir Meubelwerkers (Wes-Kaapland), gepubliseer by Goewermentskennisgewing R. 919 van 4 Mei 1979, en klousule 4 van die Opleidingsfondsooreenkoms, gepubliseer by Goewermentskennisgewing 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 werkdag in die geval van 'n werknemer wat vyf dae per week werk; en
- (b) minstens 12 werkdag 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 'n 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.

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 his 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 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, 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 (Western Cape), 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) Vir die toepassing van hierdie klousule—

- (a) omvat "diens" 'n 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 behoort te omvatter van die tydperke in subparagrafe (i), (ii) en (iii) bedoel, plus hoogstens vier maande van enige tydperk van militêre diens in subparagraaf (iv) bedoel 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 Goewermentskennisgewing R. 919 van 4 Mei 1979.

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, minstens die minimum loon betaal word wat hieronder voorgeskryf word: Met dien verstande dat daar vir elke nuwe werksaamheid wat ingestel word en wat nie in klousules 2 tot en met 15 genoem word nie, betaal word teen minstens die minimum loon wat in hierdie klousule voorgeskryf word, tot tyd en wyl die Raad die loonskaal vir die werksaamheid vasstel.

Minimum loon per week vir tydperk wat op 30/6/82 eindig: R81,90

Minimum loon per week vanaf 1/7/82: R90,70

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 leerlingenskap 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 voorgeskryf in klousule 1 hierbo.

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 hierbo.

Tydperk wat op 30/6/82 eindig: R68,05 per week

Vanaf 1/7/82: R76,85 per week

4. Werknemers wat—

veer- of vaste basisse van beddens stoffeer.

Tydperk wat op 30/6/82 eindig: R55,17 per week

Vanaf 1/7/82: R62,87 per week

5. Werknemers wat—

- (1) gate boor;
- (2) kussings met veerbinnewerk en/of veereenhede vul;
- (3) klaargemaakte rottangmatte vassit;
- (4) tapgate slegs op tapmasjien boor;
- (5) tapsny slegs op 'n enkelkoptapsnymasjien;
- (6) die uitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (7) 'n dromskuurder, oopbandskuurder, wyebandskuurder, oop-skyfskuurder, tolskuurder en lugge vulde skuurder opstel en/of bedien, met dien verstande dat geen bruining, mengwerk of polering gedoen word nie, en alle ander werksaamhede wat met 'n wyebandskuurder gedoen kan word;
- (8) een of meer van die volgende masjiene opstel en/of bedien en/of werk daarmee verrig:
 - (a) uitsnysaag;
 - (b) guillotine;
 - (c) bladklamp;
- (9) knope aanwerk, uitgesonderd die aanwerk van knope met die hand by diamantvormige deurwerk.

(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.

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 this clause until such time as the Council determines the wage rate for the operation.

Minimum wage per week for period ending 30/6/82: R81,90

Minimum wage per week from 1/7/82: R90,70

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 above.

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 above.

Period ending 30/6/82: R68,05 per week

From 1/7/82: R76,85 per week

4. Employees engaged in—

upholstering of spring or firm bed bases.

Period ending 30/6/82: R55,17 per week

From 1/7/82: R62,87 per week

5. Employees engaged in—

- (1) boring holes;
- (2) filling of cushions with spring interiors and/or spring units;
- (3) fixing of ready-made cane mats;
- (4) morticing on the mortice machine only;
- (5) tenoning on a single head tenoning machine only;
- (6) operating the hinge recessing machine to cut recesses for locks and hinges;
- (7) setting up and/or operating drum sander, open belt sander, wide belt sander, open disc sander, bobbin sander and air filled sander, but excluding burnishing, compounding or polishing, and all other operations that can be performed on a wide belt sander;
- (8) setting up and/or operating and/or performing work with one or more of the following machines:
 - (a) jig saw;
 - (b) guillotine;
 - (c) leaf-cramp;
- (9) buttoning, other than diamond quilted buttoning where it is done by hand.

Tydperk wat op 30/6/82 eindig: R43,20 per week
Vanaf 1/7/82: R50,90 per week

6. Werknemers wat—

- (1) was aansit;
- (2) soliede hout met die hand of meganiese buig of lamelleer;
- (3) meubels bleik;
- (4) alle soorte boutwerk doen, uitgesonderd die aansit van slotte, skarniere, alle soorte ornamente, en handvatsels wat nie in subklousule (8) gemeld word nie;
- (5) met die hand of draagbare skuurder en/of fynskuurmasjien bruineer en/of mengwerk doen;
- (6) gate, barste en/of grofdradige oppervlakke in meubels met houtvulsel, gips of dergelike stowwe vul;
- (7) rolwielotjies, sokke, koepels, skroefsokke of moere, moederdeksels, beslagringe en gylstukke aansit;
- (8) handvatsels deur middel van skroewe, boute, moere en skroefboute deur vooraf geboorde gate vasheg;
- (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;
- (10) bedysters, bedarmings, hangerboute en plate aansit;
- (11) heliese vere en/of sigsag- of nie-insakveerwerk inhaak;
- (12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas;
- (13) houttappene en penne met die hand en/of 'n masjien maak en/of afspits;
- (14) rande verf en/of vul voor polering of bespuiting;
- (15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg);
- (16) politoer of verf van gepoleerde of geveerde meubels verwyder;
- (17) met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word, stilstaan of draai en/of die draagbare skuurder los of vas is;
- (18) metaal bespuit;
- (19) slegs met die hand beits, olie en/of hernuwe en oortollige olie en grint uit binnestes verwyder;
- (20) die agtergrond van houtsnijwerk stippel;
- (21) onderstukke aan gestoffeerde artikels vasspyker en rugkante van karton, kaliko of soortgelyke materiaal aan gestoffeerde kopplanke vasspyker;
- (22) laaghout aan los sitplekrame vasspyker voordat dit gestoffeer word;
- (23) klapperhaar of ander materiaal met 'n masjien uitpluis;
- (24) slegs met die hand meubels opknop wat bespuit en afgewerk is met 'n lakvernis wat gepigmenteer maar nie deurskynend is nie;
- (25) deure en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word;
- (26) spieëls deur middel van kleefband vassit;
- (27) vloebestrykingsmasjiene voer en/of ontlai en/of bedien, maar nie opstel nie;
- (28) gaas op luidsprekers en/of ander panele vaskram;
- (29) gevormde versierings maak slegs vir uitsnywerk;
- (30) alle boutwerk, met inbegrip van die vasbout van toebehore;
- (31) karton aan kaal rame vaskram of vasspyker.

Tydperk wat op 30/6/82 eindig: R55,17 per week
Vanaf 1/7/82: R62,87 per week

7. Werknemers wat—

- (1) beddegoed maak, waarby 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 dergelike 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;
- (2) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (3) vulsel spreï op veereenhede wat in matrasse en stoelkussings gebruik word;
- (4) 'n topdeurstikmasjien bedien;
- (5) rame en rollers vir die topdeurstikmasjien berei;
- (6) rolkantwerk met die hand of 'n masjien doen;
- (7) matrastoppe, hetsy gestik of nie, in posisie vassit om 'n voorafgeboorde binnewerk of binneveermatras te bou;
- (8) deurgevlegte kussinkies met die hand of 'n masjien aan veereenhede vassit, vasstik of vaskram;
- (9) rande systik;
- (10) vulsel met die hand of 'n masjien in matrasslope instop;
- (11) bande aan kante van 'n binneveermatras vasstik;
- (12) kwassies met die hand of 'n masjien maak;
- (13) veermaas vleg.

Period ending 30/6/82: R43,20 per week
From 1/7/82: R50,90 per week

6. Employees engaged in—

- (1) applying wax;
- (2) bending or laminating of solid timber by hand or mechanical process;
- (3) bleaching of furniture;
- (4) bolting of all types, excluding the attachment of locks, hinges, all types or ornaments and handles not provided for in subclause (8);
- (5) burnishing and/or compounding by hand or portable sander and/or buffer;
- (6) filling of holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of paris or similar substances;
- (7) fitting castors, sockets, domes, threaded sockets or nuts, nut covers, ferrules and glides;
- (8) fixing of handles by screws, bolts and nuts, screwbolts, through prebored holes;
- (9) fixing of webbing and/or substitutes, the attaching of coil springs to such webbing and/or substitutes, but excluding the lashing of such coil springs. This operation shall exclude the covering of any springs in any manner whatsoever;
- (10) fixing of bed irons, bed brackets, hanger bolts and plates;
- (11) hooking on of helical springs and/or zigzag or no-sag type of springing;
- (12) inserting ornamental plastic or metal beading into prepared grooves;
- (13) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (14) painting and/or filling of edges prior to polishing or spraying;
- (15) riempie work (the attachment of riempies to chairs, stools and couches);
- (16) removing of polish or paint from polished or painted furniture;
- (17) sandpapering by hand and/or portable sander regardless of whether the article sand papered is stationary or rotating and/or whether the portable sander is fixed or loose;
- (18) spraying of metal;
- (19) staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors;
- (20) stippling the background of carving;
- (21) the tacking on of bottoms to upholstered articles and of cardboard, calico or similar material backs to upholstered headboards;
- (22) tacking of plywood on to loose seat frames prior to upholstery;
- (23) teasing coir or other materials by machine;
- (24) touching up by hand only furniture sprayed and finished with a pigmented but not translucent lacquer;
- (25) unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished;
- (26) attaching mirrors by means of adhesive tape;
- (27) feeding and/or off-loading and/or operating of flow coating machines but excluding the setting up thereof;
- (28) stapling of gauze on to loudspeakers and/or other panels;
- (29) making moulded embellishments for carving only;
- (30) all bolting including the bolting of fittings;
- (31) tacking or stapling cardboard to bare frames.

Period ending 30/6/82: R55,17 per week
From 1/7/82: R62,87 per week

7. Employees engaged in—

- (1) bedding making which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, 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);
- (2) filling of cushions with spring interiors and/or spring units;
- (3) laying out filling material upon a spring unit used in mattresses and cushions;
- (4) operating a top quilting machine;
- (5) preparing frames and rollers for the top quilting machine;
- (6) roll edging by hand or machine;
- (7) securing mattress tops whether quilted or not in position for building a prebuilt interior or spring mattress;
- (8) securing, sewing or stapling interlaced pads to spring units whether by hand or machine;
- (9) side stitching borders;
- (10) stuffing filling into mattress cases whether by hand or machine;
- (11) tape edging a spring interior mattress;
- (12) tufting by hand or machine;
- (13) weaving of spring mesh.

Tydperk wat op 30/6/82 eindig: R46,88 per week

Vanaf 1/7/82: R54,58 per week

8. Werknemers wat—

- (1) alle stikwerk doen wat nodig is by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en onderdele;
- (2) met die hand of 'n masjien die bek van die matras toewerk;
- (3) kopkussings, stoelkussings en peule toewerk;
- (4) toppe, rande en oortreksels vir matrassse, bedekte bedvoetstukke en kopkussings uitsny;
- (5) kantlengtes saamvoeg;
- (6) 'n randdeurstikmasjien bedien, ongeag of die rand met draad of met ogies deurgestik word;
- (7) matrashandvatsels aan kante vasstik;
- (8) gestikte rande aan matrassenhede vasstik voordat die bande aangestik word.

Tydperk wat op 30/6/82 eindig: R43,20 per week

Vanaf 1/7/82: R50,90 per week

9. Werknemers wat—

- (1) geweefde draadmaas en kettingveermaas in rame vir beddegoed monteër, daaraan vasslaan of vashaak, ongeag die materiaal waarvan dié rame gemaak is;
- (2) 'n matrasmaker help om matrassse te vul en/of slope van matrassse en rande tydelik te sluit deur middel van steekpenne en/of spelde;
- (3) veereenhede aan bedrame heg;
- (4) handvatsels aan matrasrame heg, maar nie hoekysters boor en tap nie;
- (5) lusse aan knope of kwassies heg;
- (6) 'n lusmasjien bedien;
- (7) bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (8) kussinkies uitsny en maak, ongeag die materiaal gebruik;
- (9) deurgestikte kante volgens lengte uitsny;
- (10) die deurvlegmasjien voer;
- (11) rolwielletjies en sokke aansit maar nie gate boor nie;
- (12) bedysters en/of bedarmpies aansit;
- (13) lusse by drukpluiskwerk aan naalde hang;
- (14) 'n doekspreimasjien laai, stoot en bedien;
- (15) 'n uitpluiskmasjien bedien;
- (16) latte, latklampe en/of dwarsstawe in posisie plaas en vassit en/of touweefsel aan matrassse of bedrame heg;
- (17) 'n maas op 'n matrasraam in posisie plaas en daaraan heg;
- (18) spoel vir 'n randdeurstukmasjien berei;
- (19) gate in matraskante pons en ventileerders en handvatsels daaraan vassit;
- (20) rame vir beddegoed met die hand beits en/of vernis.

10. Leerlinge in diens om die klasse werk te leer wat in klousule 7 gemeld word:

Vir die eerste ses maande diens, 50 persent van die loon in klousule 7 voorgeskryf.

Vir die tweede ses maande diens, 60 persent van die loon in klousule 7 voorgeskryf.

Vir die derde ses maande diens, 70 persent van die loon in klousule 7 voorgeskryf.

Vir die vierde ses maande diens, 80 persent van die loon in klousule 7 voorgeskryf.

Daarna die lone in klousule 7 voorgeskryf.

Tydperk wat op 30/6/82 eindig: R46,88 per week

Vanaf 1/7/82: R54,58 per week

11. Werknemers wat uitsluitlik of gedeeltelik werksaam is in enigeen 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 vaskram van omboorsel en/of fraings, maar nie die uitsny van oortreksels nie.

12. Leerlinge in diens om die klas werk te leer wat in klousule 11 gemeld word:

Vir die eerste ses maande diens, 50 persent van die loon in klousule 11 voorgeskryf.

Vir die tweede ses maande diens, 60 persent van die loon in klousule 11 voorgeskryf.

Vir die derde ses maande diens, 70 persent van die loon in klousule 11 voorgeskryf.

Vir die vierde ses maande diens, 80 persent van die loon in klousule 11 voorgeskryf.

Daarna die lone in klousule 11 voorgeskryf.

Period ending 30/6/82: R46,88 per week

From 1/7/82: R54,58 per week

8. Employees engaged in—

- (1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;
- (2) closing up, by hand or machine, the mouth of a mattress;
- (3) closing pillows, cushions, and bolsters;
- (4) cutting tops, borders and cases for mattresses, covered bed bases and bed pillows;
- (5) joining border lengths;
- (6) operating a border quilting machine irrespective of whether the quilting of the border is produced by thread or eyelets;
- (7) sewing mattress handles to borders;
- (8) sewing of quilted borders onto mattress units prior to tape edging.

Period ending 30/6/82: R43,20 per week

From 1/7/82: R50,90 per week

9. Employees engaged in—

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

10. Learners employed in learning the classes of work referred to in clause 7:

For the first six months of employment, 50 per cent of the wage prescribed in clause 7.

For the second six months of employment, 60 per cent of the wage prescribed in clause 7.

For the third six months of employment, 70 per cent of the wage prescribed in clause 7.

For the fourth six months of employment, 80 per cent of the wage prescribed in clause 7.

Thereafter the wages prescribed in clause 7.

Period ending 30/6/82: R46,88 per week

From 1/7/82: R54,58 per week

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.

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

For the first six months of employment, 50 per cent of the wage prescribed in clause 11.

For the second six months of employment, 60 per cent of the wage prescribed in clause 11.

For the third six months of employment, 70 per cent of the wage prescribed in clause 11.

For the fourth six months of employment, 80 per cent of the wage prescribed in clause 11.

Thereafter the wages prescribed in clause 11.

Tydperk wat op 30/6/82 eindig: R42,13 per week

Vanaf 1/7/82: R49,83 per week

13. Werknemers wat—

- (1) lym en lymverharders met die hand, kwas of masjien aansit en/of spreij maar uitdruklik met uitsondering van die aanmeekaarsit of monteer van meubelonderdele.
Hierdie uitsondering is nie van toepassing op die werknemers wat in subklousule (39) hieronder gemeld word nie;
- (2) 'n meubelmassjienwerker help om materiale voor en na masjienwerk te hanteer;
- (3) 'n stoffeerder help deur oortreksel vas te hou;
- (4) 'n stoomketel, verbrander en/of oond bedien;
- (5) toesig hou oor stofsakke en/of siklone van skuurmasjiene;
- (6) stoffeerspringvere baal en indompel;
- (7) klapperhaar met die hand uitklop en/of uitpluis;
- (8) metaaldele buig, klink, boor en/of inmeekaarsit;
- (9) uitrustings skoonmaak en -blaas;
- (10) masjinerie, installasie, gereedskap, spuittoestelle en werktuie skoonmaak;
- (11) persele skoonmaak en vee;
- (12) metaalstawe skoonmaak;
- (13) metaalstawe, hingsels, metaalbuise, metaalstrookies, kettings, hoepelyster en alle dergelike materiaal sny;
- (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;
- (15) boodskappe aflewer;
- (16) met handvoertuie aflewer;
- (17) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veereenhede nie;
- (18) enige soort gelymde blok vasheg;
- (19) skuurpapierskywe vaslym;
- (20) lym meng, massameet en berei;
- (21) materiaal hanteer en dra;
- (22) rubbereenhede in matrasslope insit;
- (23) skroewe insit voordat daar vasgeskroef word;
- (24) tappenne en/of kartelkramme inslaan;
- (25) afwit;
- (26) klemtoestelle met materiaal laai en ontlai ter voorbereiding vir masjinerie: Met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kramp nie;
- (27) drooggoonde laai en ontlai;
- (28) voertuie laai en/of aflaai;
- (29) enige soort vakuumsak en pers laai en ontlai;
- (30) knope maak;
- (31) skuurpapier of skywe en bande vir oopbankskuurders maak en saamvoeg;
- (32) tee of ander dergelike drank maak;
- (33) met leipatroonplaat, patroon en/of setmaat afmerk ter voorbereiding vir masjinerie en/of snywerk;
- (34) masjiene en/of voertuie olie en smeer;
- (35) tapplaatdrukmasjiene bedien;
- (36) fineerperse bedien, maar nie gemasjineerde of gefineerde dele saampers nie;
- (37) artikels in kartonne en/of kartonhouers en/of sakke verpak en daarna dié kartonne en kartonhouers en sakke vul en sluit;
- (38) 'n voertuig of handkar stoot of trek;
- (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;
- (40) lym van meubels verwyder;
- (41) fineerrande verwyder;
- (42) lym en papier van gerperste fineerhout, gom of ander bande verwyder, afwas en/of skoonmaak;
- (43) ysterboute en -stawe vasklink of draad daaraan sny;
- (44) onderdele na parswerk opstapel;
- (45) hoepelyster wat vir touweefwerk gebruik word reguit maak en/of sny;
- (46) materiaal deursyg;
- (47) stoffeersel en beddegoed uitmeekaarhaal;
- (48) fineerhout toedraai en fineerpers bedien;
- (49) fineerstukke, laaghout en hardbord met bande, kramme en/of hegspykers vir parswerk aan rame of kernmateriaal vassit;
- (50) bandlose laswerk met 'n masjien doen;
- (51) klapperhaar of 'n ander materiaal met die hand pluis;
- (52) hout vir preservering behandel;
- (53) grondstowwe uitpak, baal en uit bale haal;
- (54) rande fineer;
- (55) kopkussings, peule, bedsprei en stoelkussings massameet;
- (56) lym afwas en/of afvee;
- (57) artikels in papier of karton en/of plastiekstroke toedraai;

Period ending 30/6/82: R42,13 per week

From 1/7/82: R49,83 per week

13. Employees engaged in—

- (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;
This exclusion not to apply to the employees referred to in subclause (39) hereunder;
- (2) assisting a furniture machinist in handling materials before and after machining;
- (3) assisting upholsterers by holding cover;
- (4) attending boiler, incinerator and/or oven;
- (5) attending to dust bags and/or cyclones from sanding machines;
- (6) baling and dipping of upholstery springs;
- (7) beating and/or teasing coir by hand;
- (8) bending, riveting, drilling and/or assembling metal parts;
- (9) cleaning and blowing down of equipment;
- (10) cleaning machinery, plant, tools, spray guns and utensils;
- (11) cleaning and sweeping of premises;
- (12) cleaning metal rods;
- (13) cutting metal rods, hinges, metal tubes, metal strips, chain, wire hoop and all similar materials;
- (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;
- (15) the delivery of messages;
- (16) delivery by manually propelled vehicles;
- (17) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;
- (18) the fixing of any kind of glue block;
- (19) glueing sandpaper discs;
- (20) glue mixing, mass-measuring and preparing;
- (21) handling and carrying materials;
- (22) insertion of rubber units into mattress cases;
- (23) insertion of screws preparatory to screwing;
- (24) knocking in of dowels and/or corrugated fasteners;
- (25) lime washing;
- (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) loading and unloading of kilns;
- (28) loading and/or unloading of vehicles;
- (29) loading and unloading vacuum bag and press of any kind;
- (30) making buttons;
- (31) making and jointing sandpaper or discs and belts for open belt sander;
- (32) making tea or other similar beverages;
- (33) marking by template, pattern and/or jig in preparation for machining and/or cutting;
- (34) oiling and greasing machines and/or vehicles;
- (35) operating the tenon squashing machine;
- (36) operating veneer presses, but excluding the pressing together of machined and/or veneered parts;
- (37) packing articles into cartons and/or cardboard containers and/or bags and thereafter filling and closing such cartons and containers and bags;
- (38) pushing or pulling a vehicle or handcart;
- (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) removing the glue from furniture;
- (41) removing of veneer edges;
- (42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes;
- (43) riveting or making threads on iron bolts and rods;
- (44) stacking parts after pressing;
- (45) straightening and/or cutting hoop iron used for webbing;
- (46) straining of materials;
- (47) stripping upholstery and bedding;
- (48) taping of veneers and attending veneer press;
- (49) taping, stapling and/or tacking of veneers, plywood and hard-board on to frames or core material for pressing;
- (50) tapeless jointing by machine;
- (51) teasing coir or any other materials by hand;
- (52) treating timber for preservation;
- (53) unpacking, baling and unbaling raw materials;
- (54) veneering of edges;
- (55) mass-measuring pillows, bolsters, quilts and cushions;
- (56) washing and/or wiping off glue;
- (57) wrapping in paper or cardboard and/or plastic sheeting;

- (58) raspen en/of vyl en/of skraap (werksaamhede slegs vir uitsnywerk);
 (59) stippelpens vir uitsnywerk;
 (60) versterkende houtstroke aan afgewerkte meubels vasheg vir verpakkings- of vervoerdoeleindes;
 (61) verpakkingskratte en/of -kaste vir meubels en dele daarvan maak;
 (62) meubels en/of meubeldele in goiing, kratte, kartonhouers of plastiekstroke verpak en dit toemaak;
 (63) toebehore en/of dele van meubelstukke verwyder om die vervoer en/of verpakking daarvan te vergemaklik.

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30/6/82
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Vanaf
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14. Werknemers in diens—

(1) vir sweiswerk, uitgesonderd puntsweiswerk.....	81,90	90,70
(2) vir puntsweiswerk.....	47,41	55,11
(3) vir onderhoud van masjinerie.....	81,90	90,70
(4) as versendingsklerk, magasynman, tydonnemer.....	46,88	54,58
(5) as opsigter, wag.....	44,27	51,97
(6) as drywer van 'n motorvoertuig waarvan die onbelaste massa volgens lisensie meer as 4 540 kg is.....	58,27	65,97
(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.....	51,03	58,73
(8) as drywer van 'n vrachtwagen.....	43,20	50,90
(9) in verband met enige van die prosesse by die bou van veerbinnewerk en/of veereenhede en die vervaardiging van hul samestellende dele.....	43,20	50,90

15. *Kantoorwerknemers*.—Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet werknemers wat skryf-, lisseer- of 'n ander vorm van klerklike werk verrig, met inbegrip van kassiere en telefoniste, minstens R90 per maand betaal word.

Tyd-
perk
wat op
30/6/82
eindig
Per
week
R

Vanaf
1/7/82
Per
week
R

16. Werknemers in diens—

(1) as voormanne verantwoordelik vir werknemers vir wie 'n loon van meer as R55,17 voorgeskryf word.....	95,75	104,55
(2) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R55,17 voorgeskryf word.....	63,36	71,06
(3) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R46,88 voorgeskryf word.....	54,37	62,07
(4) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R43,20 voorgeskryf word.....	47,61	55,31
(5) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R42,13 voorgeskryf word.....	45,72	53,42

DEEL III

Basiese kostetoelae

(1) Elke werknemer (uitgesonderd kantoorwerknemers en werknemers wat maandeliks betaal word) moet, benewens die besoldiging wat ingevolge Deel II betaalbaar is, 'n toelae van 50c betaal word vir elke gewone werkdag waarop hy minstens ses uur werk.

(2) Die toelae moet weekliks kontant betaal word binne 10 minute na die gewone sluitingstyd op die betaaldag, of by diensbeëindiging as dit voor die gewone betaaldag geskied.

(3) By die berekening van sy uurloon ingevolge klousule 37 van Deel I moet die toelae uitgesluit word van die werklike weekloon van 'n werknemer.

(4) By die berekening van alle aftrekkings of bydraes wat betaalbaar is ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms wat deur die Raad geadminestreer word, moet die toelae uitgesluit word.

Hierdie Ooreenkoms namens die partye op hede die 18de dag van September 1981 te Kaapstad onderteken.

V. SEBBA, Voorsitter.

G. FLETCHER, Ondervoorsitter.

I. KENNEY, Sekretaris.

- (58) rasping and/or filing and/or scraping (operations for carving only);
 (59) stipple punching for carving;
 (60) affixing strengthening wood strips to completed furniture for the purpose of packing or transporting;
 (61) making packing crates and/or cases for furniture and parts thereof;
 (62) packing furniture and/or furniture parts in hessian, crates, cardboard containers or plastic sheeting and the closing thereof;
 (63) removal of fittings and/or parts from articles of furniture to facilitate transport and/or packing.

Period
ending
30/6/82
Per
week
R

From
1/7/82
Per
week
R

14. Employees employed—

(1) in welding other than spot welding.....	81,90	90,70
(2) in spot welding.....	47,41	55,11
(3) in maintenance of machinery.....	81,90	90,70
(4) as despatch clerk, storeman, timekeeper.....	46,88	54,58
(5) as caretaker, watchman.....	44,27	51,97
(6) as driver of a motor vehicle the unladen mass of which is over 4 540 kg according to licence.....	58,27	65,97
(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.....	51,03	58,73
(8) as driver of a fork lift vehicle.....	43,20	50,90
(9) in connection with any processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.....	43,20	50,90

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.

Period
ending
30/6/82
Per
week
R

From
1/7/82
Per
week
R

16. Employees employed—

(1) as foremen in charge of employees for whom a wage of more than R55,17 is prescribed.....	95,75	104,55
(2) as foremen in charge of employees for whom a wage of not less than R55,17 is prescribed.....	63,36	71,06
(3) as foremen in charge of employees for whom a wage of not less than R46,88 is prescribed.....	54,37	62,07
(4) as foremen in charge of employees for whom a wage of not less than R43,20 is prescribed.....	47,61	55,31
(5) as foremen in charge of employees for whom a wage of not less than R42,13 is prescribed.....	45,72	53,42

PART III

Basic cost allowance

(1) In addition to any remuneration payable in terms of Part II, every employee (excluding office employees and monthly paid employees) shall be paid an allowance of 50c in respect of every ordinary working day on which he works at least six hours.

(2) The allowance 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.

(3) The allowance shall be excluded from the actual weekly wage of an employee for purposes of calculating his hourly rate in terms of clause 37 of Part I.

(4) The allowance shall be excluded from the calculation of any deduction or contribution payable in terms of this Agreement or of any agreement administered by the Council.

This Agreement signed on behalf of the parties at Cape Town this 18th day of September 1981.

V. SEBBA, Chairman.

G. FLETCHER, Vice-Chairman.

I. KENNEY, Secretary.

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

Cheques to be forwarded, not later than the 15th day of each month, to the Secretary, P.O. Box 964, Cape Town, 8000

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	52
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[illegible]

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1000

AANHANGSEL B

[Kennissgewing vereis ingevolge kousule 7 (5) van Deel I van die Ooreenkoms]

Dag	Aanvangs-tyd	Uitskei-tyd	Etenspouse
Maandae	h..... toth.....	h..... toth.....	h..... toth.....
Dinsdae	h..... toth.....	h..... toth.....	h..... toth.....
Woensdae	h..... toth.....	h..... toth.....	h..... toth.....
Donderdae	h..... toth.....	h..... toth.....	h..... toth.....
Vrydae	h..... toth.....	h..... toth.....	h..... toth.....
Saterdag	h..... toth.....	h..... toth.....	h..... toth.....
Voormiddag-pouse	h..... toth.....		
Namiddag-pouse	h..... toth.....		

AANHANGSEL C

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

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

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

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

Plek Mediese beamppte
Datum 19.....

No. R. 836

30 April 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, WES-KAAPLAND

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 835 van 30 April 1982, oor die algemeen vir werknemers wie se werkeure 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 Mannekrag.

No. R. 837

30 April 1982

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—WYSIGING VAN SIEKTEBYSTANDSGENOOTSKAPOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by

ANNEXURE B

[Notice required under clause 7 (5) of Part I of the Agreement]

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

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)
sexracewho 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
Date 19.....

No. R. 836

30 April 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, published under Government Notice R. 835 of 30 April 1982, 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.

No. R. 837

30 April 1982

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.—AMENDMENT OF SICK BENEFIT SOCIETY AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be

hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, WES-KAAPLAND

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 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 Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Wes-Kaapland,

om die Ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing R. 919 van 4 Mei 1979, soos gewysig en hernieu by Goewermentskennisgewings R. 2046 van 14 September 1979 en R. 1762 van 22 Augustus 1980, te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die landdrostrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, 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 landdrostrik Postmasburg wat voor die publikasie van Goewermentskennisgewing 1254 van 27 Junie 1975 in die landdrostrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrostrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 in die landdrostrik Postmasburg geval het, Philipstown en Prieska nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werksaam is.

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

(a) slegs op werknemers, uitgesonderd los werknemers, vir wie lone in die Hoofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers; en

(b) ten opsigte van vakleerlinge slegs in soverre sodanige toepassing nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of 'n kontrak wat daarkragtens gesluit is nie.

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe woordoms krywing in ná die omskrywing van "afhanklike":

"'Fonds' die Siekefonds van die Meubelnywerheid, Wes-Kaapland;"

(2) Skrap die omskrywing van "Genootskap".

3. KLOUSULE 4.—SIEKTEBYSTANDSGENOOTSKAP VIR MEUBELWERKERS, WES-KAAPLAND

(1) Vervang die opskeif in subklousule (1) deur die volgende:

"SIEKEFONDS VAN DIE MEUBELNYWERHEID,
WES-KAAPLAND

(1) Die Siektebystandsgenootskap vir Meubelwerkers (Wes-Kaapland), ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 704 van 26 April 1968 en hierna bekend as die Siekefonds van die Meubelnywerheid, Wes-Kaapland, word hierby voortgesit."

binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1983, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, 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 Union of Furniture and Allied Workers of South Africa

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

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

to amend the Agreement of the Council published under Government Notice R. 919 of 4 May 1979, as amended and renewed by Government Notices R. 2046 of 14 September 1979 and R. 1762 of 22 August 1980.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Goodwood, Hopefield, Heidelberg (C.P.), Hermanus, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbah, 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 by all employers who are members of the employers' organisation and engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade union and employed in that Industry.

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

(a) apply only to employees, other than casual employees, for whom wages are prescribed in the Main Agreement and to the employers of such employees; and

(b) apply in respect of apprentices only in so far as such application is not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into in terms thereof.

2. CLAUSE 3.—DEFINITIONS

(1) Insert the following new definition after the definition of "dependant":

"'Fund' shall mean the Sick Fund of the Furniture Industry, Western Cape;"

(2) Delete the definition of "Society".

3. CLAUSE 4.—FURNITURE WORKERS' SICK BENEFIT SOCIETY

(1) Substitute the following for the heading and for subclause (1):

"SICK FUND OF THE FURNITURE INDUSTRY,
WESTERN CAPE

(1) The Furniture Workers' Sick Benefit Society (Western Cape) established in terms of the Agreement published under Government Notice R. 704 of 26 April 1968, and hereafter known as the Sick Fund of the Furniture Industry, Western Cape, is hereby continued."

4. KLOUSULE 8.—BYDRAES

- (1) In subklousule (1), skrap die woorde "die helfte van".
- (2) In subklousule (3) (a) en (c), vervang die uitdrukking "10de" deur die uitdrukking "15de".
- (3) Voeg die volgende nuwe subklousule in ná subklousule (3):
- "(4) Vir die toepassing van hierdie klousule word die voorgeskrewe loon van 'n vakleerling geag die loon te wees waarop hy geregtig is ingevolge sy leerkontrak."

5. KLOUSULE 9.—BYSTAND

- (1) Vervang subklousule (5) deur die volgende:
- "(5) (a) By die afsterwe van 'n lid en behoudens subklousule (5) (c), is sterftebystand van R400 aan 'n afhanklike betaalbaar. Met dien verstande dat sodanige bystand slegs ten opsigte van een afhanklike betaalbaar is.
- (b) By die afsterwe van 'n lid en behoudens subklousule (5) (c), is sterftebystand aan 'n lid betaalbaar en wel soos volg:
- (i) In die geval van 'n lid se vrou: R400;
- (ii) in die geval van 'n afhanklike wat die ouderdom van 14 jaar bereik het: R300;
- (iii) in die geval van 'n afhanklike wat die ouderdom van ses jaar bereik het maar nog nie 14 jaar oud is nie: R200;
- (iv) in die geval van 'n afhanklike wat nog nie ses jaar oud is nie en doodgeborenes: R100.
- (c) Geen betaling moet ingevolge subklousule (5) (a) gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die afsterwe van die betrokke lid of afhanklike."

6. KLOUSULE 10.—SIEKTEBESOLDIGING

- (1) Vervang klousule 10 deur die volgende:

"10. SIEKTEBESOLDIGING

- (1) 'n Lid ten opsigte van wie bydraes deur die Fonds ontvang word en wat weens siekte verplig word om van die werk af weg te bly, is, behoudens klousules 9 en 11 van hierdie Ooreenkoms, gedurende enige 12 kalendermaande geregtig op siektebesoldiging gelyk aan die helfte van die loon wat vir sy kategorie werk in die Hoof-ooreenkoms voorgeskryf word, en wel soos volg:
- (a) In die geval van afwesigheid weens siekte van minder as vyf werkdade moet 'n lid nie vir die eerste dag van sodanige afwesigheid betaal word nie.
- (b) In die geval van afwesigheid weens siekte van vyf dae of langer moet 'n lid siektebesoldiging vir elke werkdag ontvang wat hy afwesig is, met 'n maksimum van 40 dae siektebesoldiging. Met dien verstande dat—
- (i) by die berekening van siektebesoldiging Saterdag en Sondag nie as werkdade geag moet word nie;
- (ii) siektebesoldiging aan 'n lid betaalbaar is slegs by voorlegging aan die Fonds van 'n ingevulde amptelike mediese sertifikaat vir siektebesoldiging soos in die regulasies voorgeskryf.
- (2) Vir die toepassing van hierdie klousule word 12 kalendermaande bereken vanaf die datum waarop 'n lid die eerste maal in 'n bepaalde jaar siektebesoldiging ontvang tot dieselfde datum in die daaropvolgende jaar."
7. Vervang die woord "Genootskap" ooral waar dit in die ooreenkoms voorkom deur die woord "Fonds".

8. AANHANGSEL A

- (1) Vervang Aanhangsel A deur die volgende:

"AANHANGSEL A

	Bydraes R
Werknemers vir wie 'n loon van minder as R42,13 per week voorgeskryf word	0,42
Werknemers vir wie 'n loon van R42,13 per week voorgeskryf word	0,54
Werknemers vir wie 'n loon van meer as R42,13 per week maar hoogstens R49,72 per week voorgeskryf word	0,54
Werknemers vir wie 'n loon van meer as R49,72 per week maar hoogstens R55,17 per week voorgeskryf word	0,72
Werknemers vir wie 'n loon van meer as R55,17 per week voorgeskryf word	1,00"

Hierdie Wysigingsooreenkoms namens die partye op hede die 18de dag van September 1981 te Kaapstad onderteken.

V. SEBBA, Voorsitter.

G. FLETCHER, Ondervoorsitter.

I. KENNEY, Sekretaris.

4. CLAUSE 8.—CONTRIBUTIONS

- (1) In subclause (1), delete the words "half of".
- (2) In subclause (3) (a) and (c), substitute the expression "15th" for the expression "10th".
- (3) Insert the following new subclause after subclause (3):
- "(4) For the purposes of this clause, the prescribed wage of an apprentice shall be deemed to be the wage to which he is entitled in terms of his contract of apprenticeship."

5. CLAUSE 9.—BENEFITS

- (1) Substitute the following for subclause (5):
- "(5) (a) Upon the death of a member and subject to the provisions of subclause (5) (c), a mortality benefit of R400 shall be payable to a dependant: Provided that such benefit shall be payable in respect of one dependant only.
- (b) Upon the death of a dependant and subject to the provisions of subclause (5) (c), a mortality benefit shall be payable to a member as follows:
- (i) In the case of a member's wife: R400;
- (ii) in the case of a dependant who has attained the age of 14 years: R300;
- (iii) in the case of a dependant who has attained the age of six years but less than 14 years: R200;
- (iv) in the case of a dependant who has not attained the age of six years and stillborns: R100.
- (c) No payment shall be made in terms of subclause (5) (a) and (b), unless application therefor is made within a period of one year from the date of death of the member or dependant concerned."

6. CLAUSE 10.—SICK-PAY

- (1) Substitute the following for clause 10:

"10. SICK-PAY

- (1) A member in respect of whom contributions are received by the Fund and who through sickness is compelled to absent himself from work shall during any 12 calendar months, subject to clauses 9 and 11 of this Agreement, be entitled to sick-pay equal to half of the wages prescribed for his category of work in the Main Agreement, as follows:
- (a) For a period of absence, due to sickness, of less than five working days, a member shall not be paid for the first day of such absence.
- (b) For a period of absence, due to sickness, of five days or longer, a member shall receive sick-pay for each working day of absence with a maximum of 40 days' sick-pay: Provided that—
- (i) Saturday and Sunday shall for the purposes of sick-pay calculations not be considered to be working days;
- (ii) sick-pay shall only be payable to a member upon presentation to the Fund of a completed official sick-pay medical certificate as prescribed in the regulations.
- (2) For the purposes of this clause, 12 calendar months shall be calculated from the date in respect of which a member first draws sick-pay in any year to the same date in the next succeeding year."
7. Substitute the word "Fund" for the word "Society" wherever it appears in the agreement.

8. ANNEXURE A

- (1) Substitute the following for Annexure A:

"ANNEXURE A

	Contribu- tions R
Employees for whom a wage of less than R42,13 per week is prescribed	0,42
Employees for whom a wage of R42,13 per week is prescribed	0,54
Employees for whom a wage of more than R42,13 per week but not more than R49,72 per week is prescribed	0,54
Employees for whom a wage of more than R49,72 per week but not more than R55,17 per week is prescribed	0,72
Employees for whom a wage of more than R55,17 per week is prescribed	1,00"

This Amending Agreement signed on behalf of the parties at Cape Town this 18th day of September 1981.

V. SEBBA, Chairman.

G. FLETCHER, Vice-Chairman.

I. KENNEY, Secretary.

No. R. 838

30 April 1982

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—WYSIGING VAN VOORSORGFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 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 Union of Furniture and Allied Workers of South Africa

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

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

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing R. 2013 van 11 Julie 1969 en soos gewysig en hernieu by Goewermentskennisgewings R. 421 van 15 Maart 1974, R. 74 van 16 Januarie 1976, R. 2042 en R. 2043 van 14 September 1979, R. 187 van 1 Februarie 1980, R. 1726 van 22 Augustus 1980 en R. 414 van 27 Februarie 1981; te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, 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 en Kuruman en in daardie gedeelte van die landdrostdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing 1254 van 27 Junie 1975 binne die landdrostdistrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrostdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 binne die landdrostdistrik Postmasburg geval het, Philipstown en Prieska.

No. R. 838

30 April 1982

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.—AMENDMENT OF PROVIDENT FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1983, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

S. P. BOTHA, Minister of Manpower.

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 Union of Furniture and Allied Workers of South Africa

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

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

to amend the Agreement of the said Council, published under Government Notice R. 2013 of 11 July 1969, as amended and renewed by Government Notices R. 421 of 15 March 1974, R. 74 of 16 January 1976, R. 2042 and R. 2043 of 14 September 1979, R. 187 of 1 February 1980, R. 1726 of 22 August 1980 and R. 414 of 27 February 1981.

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 union, who are engaged or employed therein; and

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Roberson, 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 and 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. KLOUSULE 8.—BYDRAES

Vervang die uitdrukking "10de", oral waar dit in paragrawe (c) en (e) voorkom, deur die uitdrukking "15de".

Hierdie Wysigingsooreenkoms namens die partye op hede die 18de dag van September 1981 te Kaapstad onderteken.

V. SEBBA, Voorsitter.

G. FLETCHER, Ondervoorsitter.

I. KENNEY, Sekretaris.

No. R. 839

30 April 1982

WET OP ARBEIDSVARHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—WYSIGING VAN OPLEIDINGSFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in kousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in kousule 1 van die Wysigingsooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

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 "werkgewer" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermmentskennisgewing R. 1566 van 3 September 1976, soos gewysig, hernieu en verleng by Goewermmentskennisgewings R. 1879 van 22 September 1978, R. 2044 en R. 2045 van 14 September 1979 en R. 1567 en R. 1568 van 24 Julie 1981, te wysig.

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 vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is; en

2. CLAUSE 8.—CONTRIBUTIONS

In paragraphs (c) and (e) substitute the expression "15th" for the expression "10th", wherever it occurs.

This Amending Agreement signed on behalf of the parties in Cape Town this 18th day of September 1981.

V. SEBBA, Chairman.

G. FLETCHER, Vice-Chairman.

I. KENNEY, Secretary.

No. R. 839

30 April 1982

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.—AMENDMENT OF TRAINING FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1983, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

S. P. BOTHA, Minister of Manpower.

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 Union of Furniture and Allied Workers of South Africa

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

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

to amend the Agreement of the said Council, published under Government Notice R. 1566 of 3 September 1976, as amended, renewed and extended by Government Notices R. 1879 of 22 September 1978, R. 2044 and R. 2045 of 14 September 1979 and R. 1567 and R. 1568 of 24 July 1981.

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 union, who are engaged or employed therein; and

(b) in die landdrostrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, Goodwood, Heidelberg (K.P.) Hermanus, Hopefield, 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, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, en in daardie gedeelte van die landdrostrik Postmasburg wat voor die publikasie van Goewermentskennisgewing 1254 van 27 Junie 1975 binne die landdrostrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrostrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 binne die landdrostrik Postmasburg geval het, Philipstown en Prieska.

2. KLOUSULE 4.—OPLEIDINGSFONDS VIR DIE MEUBELNYWERHEID

In subklausule 3 (a) en (c), vervang die uitdrukking "10de" oral waar dit voorkom, deur die uitdrukking "15de".

Hierdie Wysigingsooreenkoms namens die partye op hede die 18de dag van September 1981 te Kaapstad onderteken.

V. SEBBA, Voorsitter.

G. FLETCHER, Ondervoorsitter.

I. KENNEY, Sekretaris.

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, 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, Gordonias, 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. CLAUSE 4.—FURNITURE MANUFACTURING INDUSTRY TRAINING FUND

In subclause (3) (a) and (c) substitute the expression "15th" for the expression "10th" wherever it occurs.

This Amending Agreement signed on behalf of the parties at Cape Town this 18th day of September 1981.

V. SEBBA, Chairman.

G. FLETCHER, Vice-Chairman.

I. KENNEY, Secretary.

INHOUD

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