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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAAG

No. R. 1654

6 Augustus 1982

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, OOSTELIKE KAAP-
PROVINSIE.—HOOFOOREENKOMS

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 17 Maart 1984 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 (4) (c), 21, 23, 24 en 29 van Deel I en klousule 3 (6) (b) van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Maart 1984 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 gespesifieer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE
OOSTELIKE KAAPPROVINSIE

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangaan tussen die

Midland Furniture Manufacturers' Association

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

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1654

6 August 1982

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE.—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 17 March 1984, 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 (4) (c), 21, 23, 24 and 29 of Part I and clause 3 (6) (b) of Part III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 March 1984, 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 EASTERN CAPE PROVINCE

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa (hierna die "werknekemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

DEEL I

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknekemers wat lede is van die vakvereniging en wat onderskeidelik betrokke is by of werkzaam is in genoemde Nywerheid;

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 17 Maart 1984 eindig, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknekmer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomsdig die Wet op Mannekragopleiding, 1981, geregistreer is of geag word dienooreenkomsdig geregistreer te wees;

"bonus"—

(a) benewens die voorgeskrewe of ooreengekome loon van 'n werknekmer, die betaling wat voortspruit uit diens ooreenkomsdig 'n bonusansporingskema wat as sodanig in die loonregister bepaal word;

(b) ander spesiale of geleentheidsbetaling deur 'n werkgewer aan 'n werknekmer, wat meer is as die voorgeskrewe of ooreengekome loon soos deur hom as sodanig in die loonregister bepaal en wat die werkgewer na goeddunke kan intrek;

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

(a) Versorging van die inhoud van die perseel;

(b) versorging en skoonmaak van die perseel;

(c) toesig oor skoonmakers;

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

"diens" die totale duur van alle tydperke wat 'n werknekmer in die Meubelnywerheid werkzaam was;

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

"ondervinding", met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknekmer as klerk in 'n onderneming, nywerheid of bedryf of in die diens van die Staat werkzaam was;

(b) alle ander klasse werknekemers, die totale tydperk of tydperke wat 'n werknekmer in sy klas in die Meubelnywerheid werkzaam was;

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

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

(b) gewoonlik en gereeld die werkzaamhede van ander werknekemers reël; en/of

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

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 Eastern Cape Province.

PART I

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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 force for the period ending 17 March 1984 or such period as may be determined by him.

3. DEFINITIONS

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

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

"Act" means the Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to be registered under the provisions of the Manpower Training Act, 1981;

"bonus" means—

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

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

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

(a) Care of the contents of the premises;

(b) care and cleaning of the premises;

(c) supervision of cleaning staff;

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

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

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

"experience" means, in relation to—

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

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

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

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

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

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

(d) gewoonlik en/of gereeld diskresionére bevoegdheid uitoefen; en
 (e) 'n loon betaal word van minstens dit wat vir die hoogs besoldigde werknaem in hierdie Ooreenkoms, hetsy weekliks of maandeliks, voorgeskryf word; en

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

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

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

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of herstel van raamveernatrassie en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer- en/of herpoleerwerk aan klaviere, of die vervaardiging van en/of beits-, spuit- en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëe of theaters, en kabinette vir musiekinstumente en radio- of draadloos-kabinette en ook die vervaardiging of prosesse by die vervaardiging van beddegoed, wat omskryf en uitgelê moet word asof dit alle soorte matrassen, veermatrasse, bomatrasse, kopkussings, peule en stoelkussings insluit en ook die werkzaamheid wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnywerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werkzaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en die fineerwerk aan deure van gelamelleerde bokbord of laaghout wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatkels;

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

"leerling" 'n werknaem, uitgesonderd 'n vakleerling, arbeider, leerling-verpakker of proefleerling, wat ten tyde van sy indiensneming 'n minderjarige is of was, en wat in diens is om die klas werk te leer wat aangedui word in sy leerlingsertifikaat wat ooreenkomsdig klosusule 27 van hierdie Deel van die Ooreenkoms aan hom uitgereik is;

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

"besoldiging" die geldbedrag wat aan 'n persoon betaal word of verskuldig is en wat op watter wyse ook al uit diens voortspruit;

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

"werkende eienaar" of "werkende vennoot" 'n werkgewer wat self van die werk in Deel II van hierdie Ooreenkoms genoem in sy eie bedryfsligting verrig.

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

"los werknaem" 'n werknaem wat by dieselfde werkgewer hoogstens drie dae in 'n bepaalde week werk op die werkzaamhede in klosusule 10 van Deel II uiteengesit en wat betaal word teen die loonskaal soos uiteengesit in genoemde klosusule;

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

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

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

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

"masjienonderhoudswerktuigkundige" 'n werknaem wat uitsluitlik enigeen van of al die volgende werkzaamhede verrig:

Foute opspoor in masjinerie wat in verband met 'n bedryfsligting gebruik word en sodanige masjinerie opknap of herstel, of toesig hou oor enigeen van of al hierdie werkzaamhede;

(d) customarily and/or regularly exercises discretionary power; and
 (e) is paid a wage of not less than that prescribed for the highest paid employee in this Agreement, whether weekly or monthly; and

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

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

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

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

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

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

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

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

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

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

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

"casual employee" means an employee who is employed by the same employer for not more than three days in any one week on the operations set out in clause 10 of Part II and who is paid at the rate of pay set out in the said clause;

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

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

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

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

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

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

"kantoorbode" 'n werknemer wat boodskappe of artikels te voet of met 'n trapfiets of driewiel buite sy werkgewer se bedryfsinrichting bymekaar maak of aflewer;

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

"proefleerling" 'n werknemer onder die leeftyd van 21 jaar wat diens doen in 'n ambag wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is; maar nie 'n vakleerling nie;

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

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

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

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

4. STUKWERK

'n Werkgewer mag van niemand vereis van hom toelaat om stukwerk of werk te verrig volgens 'n ander stelsel waarvolgens sy verdienste op die hoeveelheid gedane werk gegrond word nie, behalwe soos in klousule 5 bepaal.

5. AANSPORINGSBONUS

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

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

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

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

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

6. BUITEWERK

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

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

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

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

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

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

"probationer" means an employee under 21 years of age employed in a trade designated under the Manpower Training Act, 1981, but does not include an apprentice;

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

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

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

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

4. PIECE-WORK

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

5. INCENTIVE BONUS

(1) Subject to the conditions that no employer shall pay and no employee shall accept remuneration at rates less than the rates prescribed in Part II of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive bonus scheme, the terms of which have been agreed upon as set out in subclauses (2), (3) and (4).

(2) Any employer who wishes to introduce an incentive bonus scheme shall set up a joint committee of representatives of the management and the employees, which, after consultation with 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 bonus scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied or terminated by either party unless the party wishing to vary or terminate the agreement, has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere than in 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, except such outwork as is provided for in subclause (1), in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.

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

7. WERKURE

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

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

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

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

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

(c) om meer as vyf uur aan een sonder 'n etenspouse van minstens een uur te werk nie: Met dien verstande dat—

(i) 'n werkewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkewer die Nywerheidsraad skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word; en

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) van toepassing is, geag word aan eenlopend te wees;

(iii) as sodanige pouse langer as een uur is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees.

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

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 kan wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkewer 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, gemeld word.

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

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

(b) gedurende alle ander tydperke waarin hy op die perseel van sy werkewer is:

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

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

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

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

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

8. KORTTYD

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

Vir die toepassing van hierdie klousule word ondergenoemde seksies erken: Met die hand of masjien poleer, masjinering van meubelbord, masjinering van meubelhout, meubels maak, stoffeer, fineer, rame maak en beddegoed maak.

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

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

7. HOURS OF WORK

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

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

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

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

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

(c) to work for more than five hours continuously without a meal interval of not less than one hour: Provided that—

(i) an employer may agree with his employee to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Industrial Council in writing of such agreement, the interval may be so reduced; and

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous.

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

(a) 10 hours; or

(b) a number of hours (which may exceed 10) fixed by the Council by notice in writing to the employer specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid.

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

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

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

Provided that if it is proved that any such employee was not working and was free to leave the premises during any part 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 part of such period.

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

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

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

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

8. SHORT-TIME

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

For the purposes of this clause, the following sections shall be recognised: Polishing by hand or machine, furniture board machining, furniture solid machining, furniture making, upholstering, veneering, framemaking and bedding making.

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

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

9. BETALING VAN BESOLDIGING

(1) Lone en oortydloone moet weekliks gedurende die normale werkure op die betaaldag, of by diensbeëindiging as dit voor dié gewone betaaldag piaasvind, in kontant betaal word. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe waar Vrydag 'n dag is waarop daar nie gewerk word nie, in welke geval die betaaldag die laaste werkdag vóór daardie Vrydag is.

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

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

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

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

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

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

(d) bydrae ingevolge klousule 16 van Deel I van hierdie Ooreenkoms;

(e) die bedrag wat 'n werkewer ingevolge 'n statutêre wet, ordonnansie of regsgeding verplig is om ten behoeve van 'n werknemer te betaal;

(f) die bedrag wat ooreenkomsdig die gemene reg van skuld van 'n werknemer aan 'n werkewer afgetrek mag word;

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

(h) 'n bedrag eweredig aan die tyd wat 'n bedryfsinrigting gesluit mag wees ingevolge 'n onderlinge reëeling tussen die werkewer en minstens 75 persent van sy werknemers.

10. BETALING VIR OORTYDWERK EN VIR WERK OP SONDAE

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

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

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

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

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

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

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

(ii) in geval 'n werknemer van die werk afwesig is met die toestemming van sy werkewer, of op 'n openbare vakansiedag in klousule 12 (1) bedoel, of afwesig is weens siekte, hierdie subklousule nie van toepassing is nie en vir die oortydure in sodanige geval gewerk, betaal

9. PAYMENT OF REMUNERATION

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

(2) Any remuneration due to an employee in terms of this Agreement shall be handed to him in a sealed envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name or number or occupation, the number of ordinary hours, overtime hours or additional overtime hours worked, the remuneration due and the period in respect of which the payment is made, remuneration due in respect of work performed on a Sunday and details of any deductions made, and such envelope or container on which these particulars are reflected or such statement shall become the property of the employee.

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

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

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

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

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

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

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

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

(g) subject to the provisions of clause 8 a deduction proportionate to the amount of short-time worked;

(h) a deduction proportionate to any time that an establishment may be closed by a mutual arrangement between the employer and not less than 75 per cent of his employees.

10. PAYMENT FOR OVERTIME AND FOR WORK PERFORMED ON A SUNDAY

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) of this Part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (4) of this Part of the Agreement shall be regarded as overtime and be subject to the provisions of subclause (2), be paid for as follows for each hour or part of an hour so worked:

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

(b) for any time worked between 22h00 and the ordinary starting time from Mondays to Fridays, or after 18h00 on Saturdays, at double the hourly rate of the employee concerned.

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

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

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

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

(ii) where an employee is absent from work with the permission of his employer, or on a public holiday referred to in clause 12 (1), or absent on account of sickness, the provisions of this subclause shall not apply

moet word teen die oortydloon wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkewer 'n werknemer kan aansê om 'n doktersertifikaat in te dien ter stawing van die rede vir sy afwesigheid; en

(iii) sodanige gewone werkure wat nie gewerk is nie eers afgetrek moet word van die oortydure gewerk gedurende die ure in subklousule (1) (a) bedoel, en dat, indien die getal gewone werkure wat 'n werknemer in 'n bepaalde week afwesig is meer is as sodanige oortydure gewerk, die oorskot dan afgetrek moet word van die oortydure gewerk gedurende die ure in subklousule (1) (b) bedoel, maar uitgesonderd die oortydure aldus gewerk op Saterdae en tyd gewerk op Sondae, en dat daar vir die oorblywende ure na sodanige aftrekking ooreenkomsdig subklousule (1) (b) betaal moet word.

11. WERKNEMERS WAT HOËR LOON ONTVANG AS DIÉ WAT VOORGESKRYF WORD

'n Werknemer vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word en wat op die datum waarop hierdie Ooreenkoms in werking tree 'n hoër loon ontvang as die loon wat vir sodanige klas voorgeskryf word, moet, solank hy in die diens van dieselfde werkewer bly en diezelfde klas werk verrig, 'n loon ontvang wat nie laer is as die loon wat hy op sodanige datum ontvang het nie: Met dien verstande dat die Raad magtiging kan verleen vir 'n verlaging van sodanige hoër loon tot die peil wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

12. VAKANSIEDAE EN VAKANSIEFONDS

Ondergenoemde voorwaarde moet nagekom word deur alle werkewers en werknemers, uitgesonderd los werknemers, vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word:

(1) (a) Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Geloftedag, Kersdag, Republiekdag en Nuwejaarsdag is vakansiedae met volle besoldiging. Elke werknemer moet ten opsigte van elk van hierdie vakansiedae die besoldiging betaal word wat hy sou ontvang het as hy op daardie dag gewerk het: Met dien verstande dat ingeval sodanige vakansiedag op 'n Saterdag of 'n Sondag val, elke werknemer benewens sy gewone besoldiging 'n bedrag gelyk aan agt en 'n half maal sy uurloon betaal moet word as hy 'n een- of 'n tweeskofstelsel werk of sewe en 'n half maal sy uurloon as hy 'n drieskofstelsel werk, afgesien daarvan of die bedryfsinrigting waarin hy werkzaam is vyf of ses dae per week werk.

(b) Ondanks subparagraaf (a), moet 'n werknemer wie se werkewer van hom vereis om die skof te werk onmiddellik voor en/of na een van die openbare vakansiedae in hierdie klousule bedoel en wat dié skof of skofte van sy werk af wegblý, nie vir sodanige vakansiedag betaal word wat hy nie gewerk het nie, tensy hy met die verlof van sy werkewer weens siekte afwesig was: Met dien verstande dat 'n werkewer as opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingeval hierdie klousule aan 'n werknemer betaalbaar is ten opsigte van afwesigheid by sy werk op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n openbare vakansiedag, van die werknemer kan vereis om 'n sertifikaat, onderteken deur 'n geregistreerde mediese praktisyen, in te dien.

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

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

(4) Elke werkewer moet aan sy werknemers (jaarlikse) verlof van 15 agtereenvolgende werkdae toestaan wat nie voor 15 Desember en voor op 23 Desember moet begin: Met dien verstande dat—

(i) elke werkewer die Raad minstens drie maande voor die aangsodatum van die verlof in kennis moet stel van die datum waarop die bedryfsinrigting sal sluit;

(ii) indien Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag of 'n Sondag val, sodanige openbare vakansiedag/dae by genoemde tydperk bygevoeg moet word as 'n bykomende tydperk van verlof.

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

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

and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate as proof of cause of absence; and

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

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee for whom wages are prescribed in Part II of this Agreement and who at the date of the commencement thereof is receiving a higher wage than the rate prescribed for such class of work shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date: Provided that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

12. HOLIDAYS AND HOLIDAY FUND

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

(1) (a) Good Friday, Family Day, Ascension Day, Day of the Vow, Christmas Day, Republic Day and New Year's Day shall be holidays on full pay. Every employee shall be paid in respect of each of these holidays the remuneration he would have received had he worked on that day: Provided that in the event of any such holiday falling on a Saturday or a Sunday, every employee shall, in addition to his ordinary remuneration, be paid an amount equal to eight and a half times his hourly rate if such employee works a one- or a two-shift system, or seven and a half times his hourly rate if such employee works a three-shift system, irrespective of whether the establishment in which he is employed observes a five- or six-day week.

(b) Notwithstanding the provisions of subparagraph (a), an employee who is required by his employer to work on the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or shifts, shall not be paid for such holiday not worked, unless he was absent with the permission of the employer or on account of sickness: Provided that an employer may as a condition precedent to the payment by him of any amount payable in terms of this clause to any employee in respect of absence from work on the work-day immediately preceding or the work-day immediately succeeding a public holiday require the employee to produce a certificate signed by a registered medical practitioner.

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

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

(4) Every employer shall grant his employees annual leave of 15 consecutive working days to commence not before 15 December and not later than 23 December: Provided that—

(i) every employer shall advise the Council at least three months prior to the date on which such leave is to commence of the date on which the establishment is to close;

(ii) if Day of the Vow, Christmas Day or New Year's Day falls on a Saturday or a Sunday, such public holiday(s) shall be added to the said period as a further period of leave.

(5) (a) The Fund known as the Eastern Cape Province Furniture Central Holiday Fund is hereby continued. Every employer shall each week pay into the Fund a sum equal to 12½ per cent of the actual remuneration, excluding bonus payments, earned by each of his employees during that week. When making such payment the employer shall furnish a statement in the form prescribed in Annexure A to this Part of this Agreement.

(b) Notwithstanding the provisions of paragraph (a), the amount of 12½ per cent may be reduced to 5 per cent of the remuneration paid to an employee in respect of any week during which an employee works less than 44 hours for any reason whatsoever other than absence on the instructions or at the request of the employer: Provided that if an employee works less than 44 hours on account of illness, the employer may, as a condition precedent to the payment of the said amount, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided further that the contribution of 5 per cent in respect of illness need not be paid for any period in excess of 25 ordinary working days in any one year.

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Ingeval die Raad onbind word of ingevolge artikel 34(2) van die Wet ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad voortgaan om die Fonds te administreer en moet die lede van sodanige Raad op die datum waarop die Raad ophou om te funksioneer of onbind word, vir dié doel geag word lede daarvan te wees: Met dien verstande egter dat vakatures wat in sodanige Raad ontstaan, deur die Registrateur gevul kan word uit die gelede van werkewers en werknemers in die Meubelenywerheid, Oostelike Kaapprovincie, ten einde 'n gelyke getal werkewer- en werknemerveerteenwoordigers en -plaasvervangers in die ledelet van die Raad te verseker. Ingeval die Raad nie in staat is nie of onwillig is om sy pligte te vervul, of voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanset om die pligte van die Raad uit te voer, en dié trustee of trustees het vir hierdie doel al die bevoegdhede van die Raad. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwiede word op die wyse in paragraaf (n) van hierdie subklousule voorgeskryf, en as die sake van die Raad by verstryking van die Ooreenkoms reeds afgehandel en sy bates verdeel is, moet die saldo van die Fonds ooreenkomsartikel 34(4) van die Wet verdeel word 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 nog in die kredit van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

13. VERSKAFFING VAN GEREEDSKAP

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

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

(d) Amounts payable in terms of paragraph (a) hereof shall be paid by the employer in addition to any wage or overtime 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 the amount paid in respect of each employee into the Central Holiday Fund in terms of paragraph (a).

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

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

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

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

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

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

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

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

(k) True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Director-General of Manpower.

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

(m) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34(2) of the Act, during any period in which this Agreement is binding, the Council shall continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on such Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry, Eastern Cape Province, to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of such Council for that purpose. Upon expiry of the Agreement, the Fund shall be liquidated in the manner set fourth in paragraph (n) of this subclause, and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34(4) of the Act, as if it formed part of the general funds of the Council.

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

13. PROVISION OF TOOLS

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

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

14. VRYSTELLINGS

(1) Die Raad kan om 'n regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van elkeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waarin die vrystelling van krag is: Met dien verstande dat die Raad, as hy dit doenlik ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingssertifikaat kan intrek.

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

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

(4) Die Sekretaris van die Raad moet—

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

15. BESTAANDE SERTIFIKATE

Ondanks die verstrekking van vorige ooreenkoms vir die Nywerheid, moet die Raad voortgaan om alle leerlingsertifikate of enigeen daarvan wat kragtens sodanige vorige ooreenkoms uitgereik is, te administreer totdat sodanige sertifikate weens verloop van tyd verstrek of andersins deur die Raad ingetrek of gekanseer word.

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkewer 20c per week afgetrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en los werknemers): Met dien verstande dat 10c per week afgetrek moet word van die lone van werknemers (uitgesonderd leerlinge, vakleerlinge en los werknemers) wat, ooreenkomsdig 'n vrystellingssertifikaat deur die Raad uitgereik, 'nloon van minder as R44 per week ontvang: Voorts met dien verstande dat geen bedrag afgetrek mag word in gevallen waar die totale weeklikse verdienste van die werknemer hoogstens R11 bleep.

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

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

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

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

(4) Elke werkewer in die Nywerheid moet op die datum van inwerkintreding van hierdie Ooreenkoms, en elke werkewer wat ná dié datum tot die Nywerheid toetree, moet, binne sewe dae ná dié datums of op die

(2) The employer shall, at his expense, insure against loss or destruction by fire, or burglary on the factory premises, the tools of the cabinetmakers in his employ. In this connection each cabinetmaker shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools.

14. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of the Agreement for any good and sufficient reason.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement for 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

15. EXISTING CERTIFICATES

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

16. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, every employer shall deduct 20c per week from the wages of each of his employees (other than learners, apprentices and casual employees): Provided that 10c per week shall be deducted from the wages of employees (other than learners, apprentices and casual employees) who, in terms of a licence of exemption issued by the Council, are in receipt of a wage of less than R44 per week: Provided further that no deductions shall be made when the total weekly earnings of an employee do not exceed R11.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward the total sum not later than the 10th day of the following month to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6056, together with such statements as the Council may from time to time determine.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

(4) Every employer in the Industry, at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date, shall, within seven days of such dates or on the date on which such

datum waarop die werkgewer met sy werksaamhede begin, na gelang van die geval, 'n kontant bedrag of 'n waarborg wat vir die Raad aanvaarbaar is by die Raad inbetaal om die uitbetaling van die volgende uitgawes aan sy werkneemers te dek:

- (a) Een week se lone;
- (b) 13 weke se heffings en bydraes ten opsigte van—
 - (i) Vakansiebonusfondsbydraes ingevolge klousule 12;
 - (ii) heffings aan die Raad ingevolge klousule 16;
 - (iii) opleidingsfondsbydraes ingevolge klousule 4 van die Opleidingsfondsooreenkoms;
 - (iv) Voorsorgfondsbydraes ingevolge klousule 7 van die Voorsorgfondsooreenkoms.

(5) As die kontant bedrag of die waarborg wat deur 'n werkgewer inbetaal is onvoldoende is om die uitbetaling te dek van die lone en heffings/bydraes in subklousule (4) gemeld, moet die werkgewer die kontantbedrag of die waarborg op aanvraag van die Raad verhoog tot 'n bedrag wat voldoende is om sodanige uitbetaling te dek. 'n Werkgewer moet toegelaat word om die kontantbedrag of die waarborg te verminder as 'n vermindering van die getal werkneemers in diens van so 'n werkgewer 'n vermindering regverdig. Met dien verstande dat daar geen vermindering van die kontantbedrag of die waarborg binne tussenposes van minder as ses maande vereis of toegelaat mag word nie: Voorts met dien verstande dat die minimum bedrag op 'n bepaalde tydstip minstens R500 moet wees.

(6) Die Raad is daarop geregtig om 'n kontantbedrag of 'n waarborg wat ingevolge subklousule (4) deur 'n werkgewer by die Raad inbetaal is, aan te wend om dié bedrag uit te betaal wat so 'n werkgewer ten opsigte van heffings en bydraes aan die Raad verskuldig is of om die lone te betaal wat so 'n werkgewer aan een of meer werkneemers verskuldig is, as die Raad daarvan outright is dat sodanige lone deur die betrokke werkgewer aan die betrokke werkneemers verskuldig en betaalbaar is: Met dien verstande dat die totale eis ten opsigte van een of meer werkneemers hoogstens die totale kontantbedrag of die waarborg mag wees wat by die Raad inbetaal is: Voorts met dien verstande dat die bedrag wat 'n werkneemers as loon kan eis hoogstens daardie gedeelte van die kontantbedrag of die waarborg mag wees wat by die Raad inbetaal is en wat lone vereenwoordig.

18. WERKENDE EIENAARS EN VENNOTE

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

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms, in alle ampelike tale op 'n opvallende plek waar sy werkneemers maklik toegang daartoe het, in sy bedryfsinrigting vertoon.

20. BYHOU VAN REGISTERS

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

21. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

22. ADMINISTRASIE VAN OOREENKOMS

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

23. AGENTE

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

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

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

(c) te vereis dat alle kennisgewings, boeke, lysse of dokumente wat kragtens hierdie Ooreenkoms gehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en om 'n afskrif daarvan te maak;

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

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

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

employer commences operations, as the case may be, lodge with the Council a cash amount or guarantee acceptable to the Council to cover the payment in respect of his employees as follows:

- (a) One week's wages;
- (b) 13 weeks' levies and contributions in respect of—
 - (i) Holiday Bonus Fund contributions in terms of clause 12;
 - (ii) levies to the Council in terms of clause 16;
 - (iii) Training Fund contributions in terms of clause 4 of the Training Fund Agreement;
 - (iv) Provident Fund contributions in terms of clause 7 of the Provident Fund Agreement.

(5) Where the cash amount or guarantee lodged by any employer is insufficient to cover the payment of wages and levies/contributions referred to in subclause (4), the employer shall on demand by the Council increase the cash amount or guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his cash amount or guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of the amount of any cash amount or guarantee shall be required or permitted at intervals of less than six months: Provided further that the minimum amount shall not be less than R500 at any given time.

(6) The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of subclause (4), to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any wages which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employees shall not exceed the total amount of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council which represents wages.

18. WORKING PROPRIETORS AND PARTNERS

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

19. EXHIBITION OF AGREEMENT

Every employer shall display in his establishment a legible copy of this Agreement in both official languages and in a conspicuous place where it is readily accessible to his employees.

20. KEEPING OF RECORDS

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

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

22. ADMINISTRATION OF AGREEMENT

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

23. AGENTS

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

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

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

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

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

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

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

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

24. INDIENSNEMING VAN VAKVERENIGINGARBEID

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

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

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

Sowel die vakvereniging as die werkgewersorganisasie moet aan die Raad 'n lys versaf van alle lede wat bedank het, uitgesit is of geskors is. By ontvangs van sodanige lys moet die Sekretaris van die Raad die gewese lid of lede van die vakvereniging of organisasie medeeel dat sy/hul lidmaatskapkaart(e) en/of sertifikaat/sertifikate vir die toepassing van hierdie klousule nie meer geldig is nie.

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

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

(6) Elke werkewer moet aan beampies en ampsdraers van die vakvereniging tyd toelaat om vergaderings van die vereniging by te woon: Met dien verstande dat sodanige werknemers die werkewer minstens een week kennis moet gee van hul voorneme om dié vergaderings by te woon.

25. LONE

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

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

(a) wat op 17 Maart 1982 'n loon ontvang wat voorgeskryf word vir die klas werk waarin hy werkzaam was en wat nog in diens van dieselfde werkewer en in dieselfde klas werk is, vanaf die datum van inwerkintreding van hierdie Ooreenkoms verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon voorgeskryf soos op 17 Maart 1982 en die loon in hierdie Ooreenkoms voorgeskryf vir die klas werk waarin hy werkzaam is; en

(b) wat op 18 Maart 1983 'n hoër loon ontvang as dié wat op daardie datum voorgeskryf word vir die klas werk waarin hy werkzaam is, vanaf 19 Maart 1983 verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon voorgeskryf op 18 Maart 1983 en die loon voorgeskryf op 19 Maart 1983 vir die klas werk waarin hy werkzaam is.

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

26. INDIENSNEMING VAN MINDERJARIGES

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

27. LEERLINGE

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

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

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

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

24. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

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

25. WAGES

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

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

(a) who on 17 March 1982 is in receipt of a wage prescribed for the class of work on which he was engaged and who is still in the employ of the same employer on the same class of work shall with effect from the date on which this Agreement comes into operation be increased by an amount equal to the difference between the wage prescribed as at 17 March 1982 and the wage prescribed in this Agreement for the class of work on which he is employed; and

(b) who on 18 March 1983 is in receipt of a wage higher than that prescribed as at that date for the class of work on which he is engaged, shall with effect from 19 March 1983 be increased by an amount equal to the difference between the wage prescribed as at 18 March 1983 and the wage prescribed as at 19 March 1983 for the class of work on which he is employed.

(3) The provisions of subclause (2) shall not apply to casual employees and clerical employees.

26. EMPLOYMENT OF MINORS

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

27. LEARNERS

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

(2) Application for permission to work as a learner shall be made to the Council in the prescribed form and shall be accompanied by a medical certificate in the form prescribed in Annexure 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, 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) Leerlingsertifikate moet uitgereik word slegs ten opsigte van die klasse werk in subklousule (6) bedoel en ten opsigte van die werksaamhede deur klousule 1 van Deel II gedek. Geen sertifikaat mag uitgereik word ten opsigte van 'n klas werk wat ingevolge die Wet op Mannekragopleiding, 1981, deel van 'n aangewese ambag uitmaak nie.

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

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

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

(b) Die groep werksaamhede ten opsigte waarvan leerlingskappe in beddegodmakery toegestaan word, is—

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

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

(i) glipsteekwerk, die stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule, maar met uitsondering van die sny van oortreksels;

(ii) die sny van matrasslope en -oortreksels, en kopkussings.

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

(i) Twee leerlinge vir elke vyf werkemers wat die lone ontvang wat in klousule 1 van Deel II van hierdie Ooreenkoms voorgeskryf word;

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

(b) Waar die Raad daarvan oortuig is dat daar behoorlike faciliteite bestaan vir die opleiding van leerlinge, en die vereiste getal volwassenes en/of werkemers 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 uitgebred word.

(c) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfaciliteite verskaf word nie, of wanneer hy 'n ander grondige rede het, 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, in te trek.

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

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

28. VOOR- EN NAMIDDAGPOUSES

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

29. VAKVERENIGINGLEDEGELD

Wanneer hy skriftelik deur 'n werkemmer daartoe versoek word, moet 'n werkewer van die loon van daardie werkemmer die werkemmer se vakverenigingledegeld af trek en die bedrag aldus afgerek teen die 15de dag van elke daaropvolgende maand oorhandig aan die beampete wat deur die vakvereniging aangestel is om dit in ontvangs te neem, of dit anders per pos aan die geregistreerde kantoor van die vakvereniging stuur.

30. WERKNEMERS BETROKKE BY MEER AS EEN WERKSAAMHEID

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

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

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

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

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

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

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

(b) Learnership certificates shall be issued only in respect of the classes of work referred to in subclause (6) and on the operations covered by clause 1 of Part II. No certificate shall be issued in respect of any class of work which forms part of a designated trade in terms of the Manpower Training Act, 1981.

(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 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 or bolsters, but shall exclude the cutting of covers;

(ii) the cutting of mattress cases and covers, and pillows.

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

(i) Two learners for every five employees in receipt of the wage specified in clause 1 of Part II of this Agreement;

(ii) the learnership in bedding-making and seamsters' or seamstresses' work shall be granted only in a ratio of one learner to every three adult employees engaged in the group of operations referred to in clauses 4 (1), 6 and 8 of Part II of this Agreement.

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

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

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

(8) The period of learnership for the classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnerships for the classes of work referred to in clauses 7 and 9 of Part II shall be two years.

28. FORENOON AND AFTERNOON INTERVALS

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

29. SUBSCRIPTIONS TO TRADE UNION

Upon being requested, in writing, by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions and shall, by the 15th day of each succeeding month hand the amount so deducted to the official appointed by the trade union to receive it or, alternatively, shall send it by post to the registered office of the trade union.

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

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

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

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

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

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

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

31. LOONKORTING

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

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

32. DIENSBEËINDIGING

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

(2) Ondanks subklousule (1), kan 'n werkgever en 'n werknemer skriftelik ooreenkomen voorsiening te maak vir 'n langer tydperk as een uur kennisgewing. Versuim om so 'n reëling na te kom, is 'n oortreding van hierdie klousule: Met dien verstande dat 'n werkgever vir en in plaas van die voorgeskrewe opseggingstyd 'n uur se loon aan die werknemer kan betaal of dat die werknemer 'n uur se loon aan die werkgever kan betaal of verbeur, of ingeval van 'n ooreenkoms vir 'n langer opseggingstyd, 'n ooreenkoms hierdie verhoogde loon in plaas daarvan.

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

33. VERBODE INDIENSNEMING

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

34. TWEESKOFWERK

(1) Indien 'n werkgever vereis dat sy bedryfsinrichting dag en nag moet werk, moet 'n skof wat ná die uitskeityd van die dagskof begin as nagskofwerk geag word. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en van wie vereis is wat toegelaat word om nagskofwerk te verrig, moet benewens die voorgeskrewe loon 'n bykomende 10 persent van die voorgeskrewe loon ontvang vir al die tyd wat hulle gedurende die nagskof gewerk het.

(2) Die tyd wat 'n werknemer ná die voltooiing van sy gewone skof in die betrokke bedryfsinrichting werk, moet as oortydwerk geag word en daarvoor moet betaal word ooreenkoms hierdie tariewe in klousule 10 voorgeskryf.

(3) Ondanks andersluidende bepalings in hierdie klousule, moet 'n werkgever aan alle werknemers wat vir 'n ononderbroke tydperk van vyf werkdae nagskofwerk verrig, loon betaal teen 44 maal die uurloon, ongeag of die volle 44 uur gewerk is of nie.

35. DRIESKOFWERK

Ondanks klousule 34 kan 'n werkgever van sy bedryfsinrichting vereis om sowel in die dag as in die nag 'n drieskofstelsel te werk en wel soos volg:

(i) 'n Oggendskof van sewe en 'n half uur, uitgesonderd etenspouses, van Maandag tot Saterdag, waarvoor daar die gewone uurloon as besoldiging betaal moet word vir die tydperk gwerk, behalwe ten opsigte van die Saterdag skof wanneer die gewone oortydbepaling van toepassing is;

(ii) 'n namiddagskof van sewe en 'n half uur, uitgesonderd etenspouses, van Maandag tot Vrydag, waarvoor daar die gewone uurloon as besoldiging betaal moet word vir die tydperk gwerk.

Ondanks bestaande moet die werknemer minstens 44 maal die gewone uurloon as besoldiging betaal word ten opsigte van die week wat hy namiddagskof werk, behoudens die bepalings van Deel I, klousules 8 (korttyd) en 12 (vakansiedae), en Deel III, klousule 6 (siekteverlof);

(iii) 'n nagskof van sewe en 'n half uur, uitgesonderd etenspouses, van Sondag tot Vrydag, waarvoor daar die gewone uurloon as besoldiging betaal moet word vir die tydperk gwerk van Maandag tot Vrydag en dubbel die gewone uurloon as besoldiging vir die Sondagskof.

36. UURLOON

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

31. ABATEMENT OF WAGES

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

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

32. TERMINATION OF EMPLOYMENT

(1) One hour's notice shall be given by the employer or employee to terminate a contract of service: Provided that this shall not 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), an employer and employee may agree in writing to provide for a longer period of notice than one hour. Failure to comply with such arrangement shall be a contravention of this clause: Provided that an employer may pay to an employee or an employee may pay or forfeit to an employer an hour's wages for and in lieu of the prescribed period of notice or in the case of any agreement for a longer notice, a correspondingly increased wage in lieu thereof.

(3) The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 12 (4) of this Part of this Agreement, or any period of military service an employee is required to undergo in pursuance of the Defence Act, 1957.

33. PROHIBITED EMPLOYMENT

Subject to the provisions of section 83 of the Act, and notwithstanding anything to the contrary in this Agreement, no provisions which prohibit 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 to pay or observe had such engagement or employment not been prohibited.

34. TWO-SHIFT WORK

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

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

(3) Notwithstanding anything to the contrary contained in this clause, the employer shall pay to every employee who performs night shift work for a continuous period of five working days, wages at 44 times the hourly rate, irrespective of whether the full 44 hours are worked or not.

35. THREE-SHIFT WORK

Notwithstanding the provisions of clause 34, an employer may require his establishment to operate both day and night on a three-shift system as follows:

(i) A morning shift of seven and a half hours, excluding meal intervals, operating from Monday to Saturday, which shall be paid for at the ordinary hourly rate of remuneration for the period worked, except in respect of the Saturday shift when the normal overtime provision shall apply;

(ii) an afternoon shift of seven and a half hours, excluding meal intervals, operating from Monday to Friday, which shall be paid for at the ordinary hourly rate of remuneration for the period worked.

Notwithstanding the above, the employee shall not receive less than 44 times the ordinary hourly rate of remuneration in respect of the week during which he is on afternoon shift, subject to the provisions of Part I, clauses 8 (short-time) and 12 (holidays), and Part III, clause 6 (sick leave);

(iii) a night shift of seven and a half hours, excluding meal intervals, operating from Sunday to Friday, which shall be paid for at the ordinary hourly rate of remuneration for the period worked from Monday to Friday and at double the ordinary rate of remuneration for the Sunday shift.

36. HOURLY RATES

Notwithstanding anything to the contrary in this Agreement, all work performed by employees shall be paid for at an hourly rate, the hourly rate to be determined by dividing the prescribed weekly rate by 44.

37. ONDERHOUDSTOELAE

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

- (a) wanneer dit vir die werknemer nodig is om aandete en bed te verkry: R4;
 - (b) wanneer dit vir die werknemer nodig is om aandete, bed en onbyt te verkry: R4,50;
 - (c) wanneer dit vir die werknemer nodig is om bed, onbyt, middagete en aandete te verkry: R5.

37. SUBSISTENCE ALLOWANCE

Whenever the work of an employee, for whom wages are prescribed in clause 10 (5) of Part II of this Agreement, precludes him from returning to his home 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 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.

AANHANGSEL A

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

Naam en adres van werkgever.....
Week eindigende.....

R

R

Bedrag aan Sentrale Vakansiefonds betaalbaar R

R

AANHANGSEL B

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

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

AANHANGSEL C

[Doktersertifikaat kragtens klousule 27 (2) van Deel I van die Ooreenkoms]

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

- (a) Toestand van hart en bloedsomloop
 - (b) Aan- of afwesigheid van liggaaamlike gebreke of wanskapenheid, insluitende breuke
 - (c) Toestand van longe
 - (d) Toestand van mangels en adenoëde
 - (e) Toestand van nekkliere
 - (f) Toestand van tande
 - (g) Gehoor
 - (h) Oë
 - (i) Aansteeklike siekte
 - (j) Luisbesmetting
 - (k) Liggaaamlike ontwikkeling

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

Plek

Datum 19.....

.....
Medicago hamata

ANNEXURE A

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

Name and address of employer.....
Week ending.....

R.....

R.....

Amount payable to Central Holiday Fund R.....

R.....

ANNEXURE B

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

<i>Day</i>	<i>Starting time</i>	<i>Finishing time</i>	<i>Meal interval</i>
Mondays.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Tuesdays.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Wednesdays.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Thursdays.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Fridays.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Saturdays.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Forenoon interval.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....
Afternoon interval.....	.....h.....to.....h.....	.....h.....to.....h.....	.....h.....to.....h.....

ANNEXURE C

[Medical certificate under clause 27 (2) of Part I of the Agreement]

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

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

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

Place

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

Medical officer

PART II.—WAGES

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

Per mit

R

Gedurende die tydperk eindigende 17 Maart 1983
Daarna

2,00
2,20

During the period ending 17 March 1983..... 2,00
 Thereafter 2,20

2. Leerlinge in diens om die werksaamhede te leer wat deur klosule 1 gedeel word:
 Vir die eerste jaar diens: 60 persent van die loon in klosule 1 voorgeskryf;
 vir die tweede jaar diens: 65 persent van die loon in klosule 1 voorgeskryf;
 vir die derde jaar diens: 75 persent van die loon in klosule 1 voorgeskryf;
 vir die vierde jaar diens: 85 persent van die loon in klosule 1 voorgeskryf;
 daarna, die loon in klosule 1 voorgeskryf.

3. (a) Jeugdige manlike werkneemers in 'n ambag of tak van 'n ambag aangewys krugtens die Wet op Mannekragopleiding, 1981 moet die loon betaal word wat ingevolge daardie Wet vir die toepaslike leerjaar voorgeskryf word.

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

4. Werknemers wat die volgende werk verrig:

- (1) Klaargemaakte rottangmatte vassit;
- (2) 'n eentrommelskuurder, oopskyfskuurder, tolskuurder, luggevulde skuurder opstel en bedien;
- (3) gate boor;
- (4) slegs met die tapmasjien tappe maak;
- (5) 'n uitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (6) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (7) 'n tapinstekmasjien bedien;
- (8) hangerboute insteek en 'n poot vasbout of 'n poot vasskroef, maar uitgesonder die vassit van die plaat en/of aanhegting aan die raam waarin die hangerbout moet ingaan;
- (9) 'n randfineermasjien bedien, maar nie randbande aansit nie;
- (10) met 'n masjien skuur;
- (11) hout- en metaallatte en dwarsstawe aan rame vir stoffeerwerk in posisie plaas;
- (12) los sitplekke en rugkante van slegs eetkamerstoele stoffeer:

Per uur

R

Gedurende die typerk wat op 17 Maart 1983 eindig	1,27
Daarna	1,42

5. Werknemers wat die volgende werk verrig:

- (1) Vasbout;
- (2) houttappenne en -penne met die hand of 'n masjien maak en/of spits maak;
- (3) met die hand en/of 'n draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;
- (4) soliede hout met die hand of 'n meganiese proses buig;
- (5) gate of barste in meubels met houtvulsel of soortgelyke stowwe vul;
- (6) bedysters, koepels en sokke vir rolwielertjies vassit;
- (7) was aanwend;
- (8) rande verf en/of vul;
- (9) deure en toebehoere afhaal voordat dit vir poleerwerk voorberei word;
- (10) met gips of 'n ander vulsel vul;
- (11) meubels met sure of 'n ander bleikmiddel bleik;
- (12) gepoleerde oppervlakte afnerf;
- (13) meubels beits, olie, opvul en/of hernieu;
- (14) seilbande en/of plaasvervangers aansit, maar uitgesonderd die vase woon van spiraalvere;
- (15) laaghout of hardebord aan los sitplekke vir stoffeerdoeleindes vasspyker;
- (16) metaal bespuit;
- (17) riempiewerk;
- (18) heliese vere en/of ketting- en/of sigsag- of nie-saktipe veerwerk aanhaak;
- (19) klapperhaar of ander materiaal met 'n masjien uitpluis;
- (20) die agtergrond van houtsneewerk stippel en pons;
- (21) T- en G-kantstroke met die hand vasslaan maar uitgesonderd verstekhoekprofiële;
- (22) bome aan gestoffeerde artikels vasspyker;
- (23) werk in verband met enigeen van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
- (24) paneelpenne en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuurseksie;

2. Learners employed in learning the operations covered by clause 1:
 For the first year of employment: 60 per cent of the wage prescribed in clause 1;
 for the second year of employment: 65 per cent of the wage prescribed in clause 1;
 for the third year of employment: 75 per cent of the wage prescribed in clause 1;
 for the fourth year of employment: 85 per cent of the wage prescribed in clause 1;
 thereafter, the rate prescribed in clause 1.

3. (a) Juvenile male employees engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, shall be paid the rate prescribed in terms of that Act for the appropriate year of apprenticeship.

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

4. Employees engaged in—

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

Per hour

R

During the period ending 17 March 1983	1,27
Thereafter	1,42

5. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (3) sandpapering by hand and/or portable sander, regardless of whether the articles sandpaper are stationary or rotating;
- (4) bending of solid timber by hand or mechanical process;
- (5) filling of holes or cracks in furniture with wood filler or similar substances;
- (6) fixing bed irons, domes and sockets for castors;
- (7) the application of wax;
- (8) the painting and/or filling of edges;
- (9) the removal of doors and fittings prior to preparation for polishing;
- (10) filling in with plaster of paris or any other filling material;
- (11) bleaching of furniture with acids or any other bleaching agent;
- (12) stripping of polished surfaces;
- (13) staining, oiling, filling and/or reviving;
- (14) fixing of webbing and/or substitutes but excluding the lashing of coil springs;
- (15) tacking of plywood or hardboard on to loose seats for upholstery purposes;
- (16) spraying of metal;
- (17) riempie work;
- (18) hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing;
- (19) teasing coir or other materials by machine;
- (20) stippling and punching the background of carving;
- (21) knocking on of T and G edge strips by hand, excluding mitred corner sections;
- (22) tacking on of bottoms to upholstered articles;
- (23) work in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts;
- (24) punching away protruding panel pins and/or nails and/or staples in the hand-sanding section;

(25) rolle stoffermateriaal, goiing, kaliko, crownflex en dergelike stowwe oopmaak en/of met die hand van selfkant tot selfkant sny, maar uitdruklik nie patroon en/of vorm, gereed vir stoffeerwerk, na grootte sny nie;

(26) handvatsels met skroewe, boute en moere, en skroefboute deur vooraf geboorde gat vasheg;

(27) spieëls deur middel van kleefband vasheg;

Gedurende die tydperk wat op 17 Maart 1983 eindig:

Per uur

R

Gedurende die eerste ses maande op die klas werk	1,00
Na die eerste ses maande op die klas werk.....	1,15

Daarna:

Gedurende die eerste ses maande op die klas werk	1,15
Na die eerste ses maande op die klas werk.....	1,30

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

- (a) Die vervaardiging van beddegoed, wat beteken die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrassé gevul met klapperhaar, haarrus, vlok, kapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of ander soortgelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte vere en/of veerenhede, kopkussings, stoelkussings, peule, bomatrasse, bedspreie, die vasslaan en/of vashaak van veermatrasrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die diverse werkzaamhede in subklousules (2) en (3) bedoel;
- (b) veermaaswerk vleg;
- (c) vulsel met die hand of 'n masjien in matrasslope insteek;
- (d) sye stik;
- (e) klossies maak, met die hand of 'n masjien;
- (f) 'n randstikmasjien bedien;
- (g) 'n topstikmasjien bedien;
- (h) rame en rollers vir die topstikmasjien voorberei;
- (i) deurgevlekte kussinkies aan veerenhede vassit, -stik of -kram, hetsy met die hand of 'n masjien;
- (j) stoelkussings met veerbinnewerk en/of veerenhede vul;
- (k) vulsel op 'n veerenheid sprei;
- (l) matrastoppe, hetsy gestik of nie, in posisie vassit om 'n vooraf geboude binnewerk- of veermatras op te bou;
- (m) bande aan kante van 'n binneveermatras stik;
- (n) rolkantwerk met die hand of 'n masjien doen;
- (o) 'n losmiddel aan vooraf gevormde gietvorms aanwend;
- (p) ambagsman se hulp;
- (q) gehaltebeheeropsigter wat alle vervaardigingspunte inspekteer;
- (r) tegnieke assistent wat help met toetsing;
- (s) nasien, massameet en aantekeninge hou;
- (t) nasien, bymekaarmaak en aantekeninge hou;
- (u) draad volgens setmate buig:

Per uur

R

Gedurende die tydperk wat op 17 Maart 1983 eindig	1,27
Daarna.....	1,42

(2) Werknemers wat die volgende werk verrig:

- (a) Alle stikwerk nodig by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoordeksels en -onderdele;
- (b) matrashandvatsels aan rande stik;
- (c) gestikte rande aan matraseenhede stik, voordat bande aan kante gestik word;
- (d) die bek van die matras met die hand of 'n masjien toewerk;
- (e) randlengtes saamvoeg;
- (f) kopkussings, stoelkussings en peule toewerk;
- (g) toppe, rande en slope uitsny:

Per uur

R

Gedurende die tydperk wat op 17 Maart 1983 eindig	1,22
Daarna.....	1,37

(3) Werknemers wat die volgende werk verrig:

- (a) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (b) spoele vir a randstikmasjien voorberei;
- (c) gestikte rande volgens lengte sny;

(25) breaking up and/or cutting from selvedge to selvedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstering;

(26) fixing of handles by screws, bolts and nuts, and screwbolts through pre-bored holes;

(27) affixing of mirrors by the use of adhesive tape:

For the period ending 17 March 1983:

Per hour

R

During the first six months in the grade	1,00
After the first six months in the grade	1,15

Thereafter:

During the first six months in the grade	1,15
After the first six months in the grade	1,30

6. (1) Employees engaged in—

(a) bedding-making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, cotton wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials; or any combination of spring, interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts, knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations referred to in subclauses (2) and (3);

(b) weaving of spring mesh;

(c) stuffing filling into mattress cases, whether by hand or machine;

(d) side stitching;

(e) tufting, whether by hand or machine;

(f) operating a border quilting machine;

(g) operating a top quilting machine;

(h) preparing frames and rollers for the top quilting machine;

(i) securing, sewing, or stapling interlaced pads to spring units, whether by hand or machine;

(j) filling of cushions with spring interiors and/or spring units;

(k) laying out filling material upon a spring unit;

(l) securing mattress tops, whether quilted or not, in a position for building a pre-built interior or spring mattress;

(m) tape edging a spring interior mattress;

(n) roll edging by hand or machine;

(o) applying release agent to preformed moulds;

(p) artisan's aid;

(q) quality control viewer who inspects at any point of manufacture;

(r) technical assistant who assists in testing;

(s) checking, mass-measuring and recording;

(t) checking, collecting and recording;

(u) bending of wire to jigs:

Per hour

R

During the period ending 17 March 1983.....	1,27
Thereafter	1,42

(2) Employees engaged in—

(a) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;

(b) sewing mattress handles to border;

(c) sewing of quilted borders onto mattress units prior to tape edging;

(d) closing up the mouth of mattress by hand or machine;

(e) joining border lengths;

(f) closing pillows, cushions, bolsters;

(g) cutting tops, borders and cases:

Per hour

R

During the period ending 17 March 1983.....	1,22
Thereafter	1,37

(3) Employees engaged in—

(a) bolting by hand of bed mattress frames, studio couch frames and cots;

(b) preparing spools for a border quilting machine;

(c) cutting quilted borders to length;

- (d) gate matrasrande pons;
 - (e) ventileerders en handvatsels aan matrasrande aanbring;
 - (f) 'n deurvlegmasjien voer;
 - (g) kussinkies uitsny en maak, ongeag die materiaal wat gebruik word;
 - (h) latte en dwarsstawe in posisie plaas of vlegwerk aan matras- of bedrame heg;
 - (i) matrasrame beits;
 - (j) hingsels aan matrasrame heg;
 - (k) 'n maas aan 'n matrasraam in posisie plaas en vasheg;
 - (l) lusse aan naalde in drukdeurstikmasjien hang;
 - (m) 'n doekspreimasjien laai, stoot en bedien;
 - (n) 'n pluismasjien bedien;
 - (o) 'n lusmaakmasjien bedien;
 - (p) lusse, knope of klossies aanwerk;
 - (q) rame vir beddegoed met die hand beits en/of vernis;
 - (r) geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmekarsit, vasslaan of vashaak, ongeag die materiale waarvan die rame gemaak is;
 - (s) bedysters aanbring;
 - (t) veereenhede aan bedrame vasheg;
- Gedurende die tydperk wat op 17 Maart 1983 eindig:*

*Per uur**R*

Gedurende die eerste ses maande op die klas werk	1,00
Na die eerste ses maande op die klas werk.....	1,15

Daarna:

Gedurende die eerste ses maande op die klas werk	1,15
Na die eerste ses maande op die klas werk.....	1,30

7. Leerlinge in diens om die klasse werk te leer wat in klousule 6 (1) genoem word:

Per week:

Vir die eerste ses maande diens: 35 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die tweede ses maande diens: 45 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die derde ses maande diens: 55 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die vierde ses maande diens: 65 persent van die loon in klousule 6 (1) voorgeskryf.

Daarna, die loon voorgeskryf vir 'n werknemer in diens op werk in klousule 6 (1) bedoel.

8. Werknemers wat die volgende werk verrig:

(1) 'n Werksaamheid of proses, hétsy in die geheel of gedeeltelik, met die hand of 'n meganiese toestel, in glijsteek; stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule; en die uitsny van materiaal vir los sitplekke en rugkante van slegs eetkamerstoel, maar uitgesonderd die uitsny van oortreksels;

(2) knope aan verwyderbare en/of los stoelkussings werk;

(3) gimp en/of vlegsel en/of stolpplooierwerk vaswerk, maar nie vaskram en/of vasspyker nie:

(4) 'n meganiese vervoerband-spuiteenheid bedien:

*Per uur**R*

Gedurende die tydperk wat op 17 Maart 1983 eindig	1,22
Daarna.....	1,37

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

Per week:

Vir die eerste ses maande diens: 50 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die tweede ses maande diens: 60 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die derde ses maande diens: 70 persent van die loon in klousule 6 (1) voorgeskryf.

Vir die vierde ses maande diens: 80 persent van die loon in klousule 6 (1) voorgeskryf.

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

10. Werknemers wat die volgende werk verrig:

(1) Persele skoonmaak en vee;

(2) masjienerie, installasies, gereedskap, spuittoestelle en werktuie skoonmaak;

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

- (d) punching holes in mattress borders;
 - (e) fitting ventilators and handles to mattress borders;
 - (f) feeding the interlacing machine;
 - (g) cutting and making of pads, irrespective of materials used;
 - (h) positioning of laths and cross-bars, or fixing webbing to mattress or bed frames;
 - (i) staining mattress frames;
 - (j) affixing lugs to mattress frames;
 - (k) positioning and securing a mesh to a mattress frame;
 - (l) hanging loops on needles in compression tufting;
 - (m) loading, wheeling, and operating a cloth-spreading machine;
 - (n) operating a teasing machine;
 - (o) attending a loop making machine;
 - (p) attaching loops or buttons or tufts;
 - (q) staining and/or varnishing, by hand, frames for bedding;
 - (r) 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;
 - (s) fixing bed irons;
 - (t) attaching spring units to bed frames;
- For the period ending 17 March 1983:*

*Per hour**R*

During the first six months in the grade	1,00
After the first six months in the grade	1,15

Thereafter:

During the first six months in the grade	1,15
After the first six months in the grade	1,30

7. Learners employed in learning the classes of work referred to in clause 6 (1):

Per week:

For the first six months of employment: 35 per cent of the wage prescribed in clause 6 (1).

For the second six months of employment: 45 per cent of the wage prescribed in clause 6 (1).

For the third six months of employment: 55 per cent of the wage prescribed in clause 6 (1).

For the fourth six months of employment: 65 per cent of the wage prescribed in clause 6 (1).

Thereafter, the wage prescribed for an employee engaged on work referred to in clause 6 (1).

8. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, or bolsters; and cutting of material for loose seats and backs of dining-room chairs only, but shall exclude the cutting of covers;

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

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

(4) operating a mechanical conveyor spray unit:

*Per hour**R*

During the period ending 17 March 1983.....	1,22
Thereafter	1,37

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

Per week:

For the first six months of employment: 50 per cent of the wage prescribed in clause 6 (1).

For the second six months of employment: 60 per cent of the wage prescribed in clause 6 (1).

For the third six months of employment: 70 per cent of the wage prescribed in clause 6 (1).

For the fourth six months of employment: 80 per cent of the wage prescribed in clause 6 (1).

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

10. Employees engaged in—

(1) cleaning and sweeping of premises;

(2) cleaning machinery, plant, tools, spray guns and utensils;

(3) oiling and greasing machines and/or vehicles;

- | | |
|--|---|
| (4) afwit; | (4) lime-washing; |
| (5) voertuie laai en/of aflaai; | (5) loading and/or unloading vehicles; |
| (6) materiaal hanteer; | (6) handling materials; |
| (7) 'n voertuig of stootkar stoot of trek; | (7) pushing or pulling a vehicle or handcart; |
| (8) met handvoertuie aflewer; | (8) delivery by manually-propelled vehicles; |
| (9) grondstowwe uitpak, baal en uit bale haal; | (9) unpacking, baling and unbalancing raw materials; |
| (10) uitrusting skoonmaak en skoonblaas; | (10) cleaning and blowing down of equipment; |
| (11) 'n stoomketel, verbrander en/of oond bedien; | (11) attending boiler, incinerator and/or oven; |
| (12) droogonde laai en ontlai; | (12) loading and unloading kilns; |
| (13) tee of ander dergelyke dranke maak; | (13) making tea or other similar beverages; |
| (14) hout vir preservering behandel; | (14) the treatment of timber for preservation; |
| (15) artikels in kartonne en/of kartonhouers verpak; | (15) packing articles into cartons and/or cardboard containers; |
| (16) artikels in kartonne en/of kartonhouers verpak en daarna dié kartonne en kartonhouers vul en toemaak; | (16) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers; |
| (17) lym afwas en/of afvee; | (17) washing and/or wiping of glue; |
| (18) gebruikte stoffeerwerk en beddegoed uitmekaarhaal; | (18) stripping second-hand upholstery and bedding; |
| (19) 'n meubelmasjienwerker help om materiale vóór en ná masjienbewerking te hanteer; | (19) assisting a furniture machinist in handling materials before and after machining; |
| (20) metaalstawe, skarniere, metaalbuise, metaalstrokies, ketting, draadhoepelyster en ander dergelyke materiale sny; | (20) cutting metal rods, hinges, metal tubes, metal strips, chain, wire, hoop-iron and similar materials; |
| (21) ysterboute en -stawe, klink of skroefdraad daarin sny; | (21) riveting or making threads on iron bolts and rods; |
| (22) enige soort pers bedien; | (22) operating presses of any type; |
| (23) stoffeerspringvere baal en indompel; | (23) baling and dipping of upholstery springs; |
| (24) sorg vir stofsakke en/of siklone van skuurmasjiene; | (24) attending to dust bags and/or cyclones from sanding machines; |
| (25) skuurpapierskywe lym; | (25) glueing sandpaper discs; |
| (26) in papier of karton toedraai; | (26) wrapping in paper or cardboard; |
| (27) rubbereenhede in matrasslope insit; | (27) insertion of rubber units into mattress cases; |
| (28) rubber of plaasvervangers daarvan uitsny en aanmekaar lym; | (28) cutting and glueing together of rubber or substitute materials; |
| (29) fineerhout vasbind en 'n fineerpers bedien; | (29) taping of veneers and attending veneer press; |
| (30) lym en papier van geperste fineerhout verwijder, afwas en/of afhaal; | (30) removing, washing and/or cleaning of glue and paper from pressed veneers; |
| (31) hoepelyster wat vir vlegwerk gebruik word, reguit maak en/of sny; | (31) straightening and/or cutting hoop-iron used for webbing; |
| (32) kopkussings, stoelkussings en peule met stowwe of materiaal, behalwe veerbinnewerk en/of veèrenhede, vul; | (32) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units; |
| (33) klapperhaar met die hand uitklop en/of uitpluis; | (33) beating and/or teasing coir by hand; |
| (34) metaalstawe skoonmaak; | (34) cleaning metal rods; |
| (35) die massa van kopkussings, peule, bedsprei en stoelkussings meet; | (35) mass-measuring pillows, bolsters, quilts and cushions; |
| (36) klapperhaar of 'n ander materiaal met die hand uitpluis; | (36) teasing coir or any other materials by hand; |
| (37) beddegoed uitmekaarhaal; | (37) stripping bedding; |
| (38) lym van meubels verwijder; | (38) removing glue from furniture; |
| (39) metaaldele buig, pons, vasklink, boor en/of inmekarsit; | (39) bending, punching, riveting, drilling and/or assembling metal parts; |
| (40) lym meng massameet en voorberei; | (40) glue mixing, mass-measuring and preparing; |
| (41) lym en lymverhardmiddels met die hand, 'n kwas of masjien aansit en/of sprei, maar uitdruklik nie die meubelonderdele inmekarsit of monter nie. Hierdie uitsondering is nie van toepassing op die werknemers in paragraaf (45) hieronder bedoel nie; | (41) the application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employees referred to in paragraph (45) hereunder; |
| (42) 'n tappatdrukmasjien bedien; | (42) operating the tenon squashing machine; |
| (43) met 'n patroonplaat, patroon en/of setmaat afmerk ter voorbereiding vir masjinering; | (43) marking by template, pattern and/or jig in preparation for machining; |
| (44) patroon, patroonplaat en/of setmaatmerk; | (44) marking of pattern, template and/or jig; |
| (45) meubelonderdele inmekarsit of montere wat geklamp, geklamp of gepers moet word: Met dien verstande dat die getalsverhouding van werknemers wat dié werk uitvoer, tot werknemers wat die loon ontvang wat in klosule 1 van hierdie Deel voorgeskryf word en wat kramp-, klamp- of perswerk uitvoer, hoogstens twee tot een mag wees; | (45) the putting together or assembling of furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one; |
| (46) skuurpapier of -skywe en -bande vir oopbandskuurders maak en saamvoeg; | (46) making and jointing sandpaper or discs and belts for open belt sanders; |
| (47) materiale deursyg; | (47) straining of materials; |
| (48) fineerstukke, laaghout en hardebord met bande, kramme en/of hegspykers aan rame of kernmateriaal vassit om dit te pers; | (48) taping, stapling and/or tacking of veneer, plywood and hardboard on to frames or core material for pressing; |
| (49) bandlose laswerk met masjien; | (49) tapeless jointing by machine; |
| (50) enige soort vakuumsak en pers laai en ontlai; | (50) loading and unloading vacuum bag and press of any kind; |
| (51) gom- of ander bande was; | (51) washing of gum or other tapes; |
| (52) onderdele ná perswerk opstapel; | (52) stacking parts after pressing; |
| (53) 'n stoffeerder help deur oôrtreksels vas te hou; | (53) assisting upholsterer in holding cover; |
| (54) gomblokke aansmeer; | (54) rubbing on of glue blocks; |
| (55) geriffelde vasmakers insit in die proses om rame inmekar te sit; | (55) insertion of corrugated fasteners in the process of assembling frames; |
| (56) oortollige fineer asook oortollige dekmateriaal op los sitplekke en rugkante met die hand of handgereedskap afwerk nadat fineer aangesit is; | (56) trimming away by hand or hand tool of excess veneer after affixing of veneer and excess covering material on loose seats and backs; |
| (57) skroewe in reeds geboorde gate insit voordat hulle vaspeskroef word; | (57) insertion of screws into pre-bored holes preparatory to screwing; |

- (58) moere en/of moerdoppies aan boute vassit;
 (59) handvatels vasbout;
 (60) glas in vooraf vervaardigde groewe of sponnings laat sak, maar uitgesonderd glas met kraallyswerk in posisie vassit en/of glas op 'n ander manier vassit;
 (61) randfineerwerk met die hand doen;
 (62) skuimrubber en/of dergelike stowwe na fatsoen en/of grootte sny;
 (63) 'n skuimrubbermaalmasjien bedien;
 (64) karton in die stoffeerksekse met die hand en/of valmes sny, maar uitgesonderd die gebruik van ander masjiene of die sny van karton in ander afdelings;
 (65) los stoelkussingslope met vulmateriaal volmaak;
 (66) houttappenne met die hand inslaan;
 (67) skuimrubber en/of soortgelyke stowwe aan oortrekmateriaal vaslym alleen vir deurstikwerk;
 (68) skuimrubber aan hout vaslym in die geval van submontering, gemonteerde rame en/of los onderdele;
 (69) vlokwol op kleefoppervlakte sprei en die kleefstof slegs vir die vlokwol vir die binnekante van lae aanwend;
 (70) slegs los meubelstukke in emalje, verf of lakvernis indoop;
 (71) geveerde spieëlklamme met die hand aansit;
 (72) staafstokke by die monteerpunt vassit maar voor die krampwerk;
 (73) kraallyste in groewe pas slegs vir kante, maar nie paneelvlakwerk nie;
 (74) opknapwerk by die laai- en aflaipunt;
 (75) skuimrubber of soortgelyke stowwe aan skuimrubber of soortgelyke stowwe vaslym;
 (76) gietvorms wat skuimrubber of soortgelyke stowwe bevat, toemaak en vasklamp;
 (77) gietvorms waarin vooraf gevormde stoelkussings gegiet is, skoonmaak;
 (78) stoelkussings uit vooraf gevormde gietvorms verwijder;
 (79) vooraf gevormde gietvorms met gemaalde skuimrubber vul;
 (80) vooraf gevormde gietvorms verwijder en aan die vervoerband koppel;
 (81) wapeningskuimrubber of -metaal aan vooraf gevormde gietvorms vassit voordat dit met vloeibare skuimrubber of soortgelyke stowwe gevul word:

Vir die tydperk wat op 17 Maart 1983 eindig:

	Per uur
Gedurende die eerste ses maande op die klas werk.....	R 1,00
Na die eerste ses maande op die klas werk.....	1,15
<i>Daarna:</i>	
Gedurende die eerste ses maande op die klas werk.....	1,15
Na die eerste ses maande op die klas werk.....	1,30
11. (1) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk:	
	Per uur
Gedurende die tydperk wat op 17 Maart 1983 eindig	R 2,00
Daarna	2,20
(2) Werknemers wat puntsweiswerk verrig:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,27
Daarna	1,42
(3) Werknemers wat masjinerie onderhou:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	2,00
Daarna	2,20
(4) Werknemers in diens as versendingsklerke, magasynmanne of tydopnemers:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,27
Daarna	1,42
(5) Werknemers in diens as opsigters of wagte:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,22
Daarna	1,37
(6) Werknemers in diens as verpakkers:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,22
Daarna	1,37
(7) Werknemers in diens as leerlingverpakkers:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,02
Daarna	1,17

- (58) affixing of nuts and or nut covers to bolts;
 (59) bolting handles;
 (60) dropping glass into pre-made grooves or rebates but excluding the affixing of glass in position with beading and/or securing glass in any other manner;
 (61) edge veneering by hand;
 (62) cutting foam rubber and/or similar substances to shape and/or size;
 (63) operating a foam rubber mincing machine;
 (64) cutting of cardboard in the upholstery section by hand and/or guillotine but excluding the use of any other machine or the cutting of cardboard in any other department;
 (65) filling loose cushion cases with filling material;
 (66) knocking in wooden dowels by hand;
 (67) glueing of foam rubber and/or similar substances to cover material for quilting only;
 (68) glueing of foam rubber to timber in the case of sub-assemblies, assembled frames and/or loose parts;
 (69) spreading flock on adhesive surfaces and applying the adhesive for flock only for the insides of drawers;
 (70) dipping in enamel, paint or lacquer of loose furniture parts only;
 (71) affixing of spring-loaded mirror clips by hand;
 (72) affixing of rod sockets at the point of assembly, but prior to cramping;
 (73) fitting of beading into grooves for edges only, but excluding panel facings;
 (74) touching up at point of loading and unloading;
 (75) glueing of foam rubber or similar substance to foam rubber or similar substance;
 (76) closing and clamping moulds which contain foam rubber or similar substance;
 (77) cleaning moulds in which preformed cushions have been moulded;
 (78) removing cushions from preformed moulds;
 (79) filling preformed moulds with minced foam;
 (80) removing and fitting of preformed moulds to conveyor;
 (81) fitting of reinforcing foam or metal to preformed moulds before filling with liquid foam rubber or similar substance:
- For the period ending 17 March 1983:*
- | | Per hour |
|---|----------|
| During the first six months in the grade | R 1,00 |
| After the first six months in the grade | 1,15 |
| <i>Thereafter:</i> | |
| During the first six months in the grade | 1,15 |
| After the first six months in the grade | 1,30 |
| 11. (1) Employees engaged in the welding of metal, other than spot welding: | |
| | Per hour |
| During the period ending 17 March 1983 | R 2,00 |
| Thereafter | 2,20 |
| (2) Employees engaged in spot welding: | |
| During the period ending 17 March 1983 | 1,27 |
| Thereafter | 1,42 |
| (3) Employees engaged in the maintenance of machinery: | |
| During the period ending 17 March 1983 | 2,00 |
| Thereafter | 2,20 |
| (4) Employees employed as despatch clerks, storemen or timekeepers: | |
| During the period ending 17 March 1983 | 1,27 |
| Thereafter | 1,42 |
| (5) Employees employed as caretakers or watchmen: | |
| During the period ending 17 March 1983 | 1,22 |
| Thereafter | 1,37 |
| (6) Employees employed as packers: | |
| During the period ending 17 March 1983 | 1,22 |
| Thereafter | 1,37 |
| (7) Employees employed as learner packers: | |
| During the period ending 17 March 1983 | 1,02 |
| Thereafter | 1,17 |

	Per uur R
(8) Werknemers in diens as kantoorbodes:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,02
Daarna	1,17
(9) Los werknemers:	
Gedurende die tydperk wat op 17 Maart 1983 eindig	1,02
Daarna	1,17

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

	Per maand R
Gedurende die eerste jaar diens	105
Gedurende die tweede jaar diens	116
Gedurende die derde jaar diens	127
Gedurende die vierde jaar diens	138
Gedurende die vyfde jaar diens	150
Daarna	154

DEEL III

MOTORVOERTUIGDRYWERS

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

1. WOORDOMSKRYWING

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

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

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

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

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

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

“licensie-owerheid” elke owerheid wat by Wet gemagtig is om lisenies ten opsigte van voertuie en/of sleepwaens uit te reik;

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

“stukwerk” of “taakwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging gegronde word op die massa, omvang van of getal artikels of goedere wat vervoer is of word, of op die getal ritte onderneem of die kilometers afgele;

“sleepwa” ’n vervoermiddel wat deur ’n voertuig getrek word;

“onbelaste massa” die massa van ’n voertuig en/of sleepwa soos aangedui op ’n lisenie of sertifikaat wat deur ’n licensie-owerheid uitgereik is ten opsigte van dié voertuig of sleepwa;

“voertuig” ’n vervoermiddel wat vir die vervoer van goedere gebruik word en wat aangedryf word deur ander krag as dié van mense of diere en omvat dit ’n voorhaker en/of trekker;

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

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

	Per hour R
(8) Employees employed as office messengers:	
During the period ending 17 March 1983	1,02
Thereafter	1,17
(9) Casual employees:	
During the period ending 17 March 1983	1,02
Thereafter	1,17

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

	Per month R
During the first year of employment	105
During the second year of employment	116
During the third year of employment	127
During the fourth year of employment	138
During the fifth year of employment	150
Thereafter	154

PART III

DRIVERS OF MOTOR VEHICLES

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

“trailer” means any conveyance drawn by a vehicle;

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

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

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

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

2. LONE

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

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

	Per uur R
(i) hoogstens 2 722 kg is— gedurende die tydperk wat op 17 Maart 1983 eindig..... daarna.....	1,03 1,18
(ii) meer as 2 722 kg maar hoogstens 4 536 kg is— gedurende die tydperk wat op 17 Maart 1983 eindig..... daarna.....	1,21 1,36
(iii) meer as 4 536 kg is— gedurende die tydperk wat op 17 Maart 1983 eindig daarna.....	1,36 1,51

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

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

(3) *Differensiële loon.*—'n Werkewer wat van 'n lid van een klas van sy werknemers vereis is om toelaat om, benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

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

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

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

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

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

(a) wanneer dit vir die werknemer nodig is om aandete en bed te verkry: R4;

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

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

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

3. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klosule 5 (3) en (4), moet die bedrag wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant betaal word of, indien die werkewer en sy werknemer skriftelik daaroor ooreengekome het, maandeliks gedurende die werkure van binne 30 minute na uitskeity op die bedryfsinrigting se gewone betaaldag of by diensbeëindiging indien dit vóór die gewone betaaldag plaasvind, en die bedrag moet in 'n koerft van ander hour wees waarop, of vergesel gaan van 'n staat waarop, die werkewer se naam, die werknemer se naam of betaalstaatnommer, die werknemer se beroep, die getal gewone werkure en oortydure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling geskied, gemeld word.

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

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

2. WAGES

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

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

	Per hour R
(i) does not exceed 2 722 kg— during the period ending 17 March 1983 thereafter	1,03 1,18
(ii) exceeds 2 722 kg but does not exceed 4 536 kg— during the period ending 17 March 1983 thereafter	1,21 1,36
(iii) exceeds 4 536 kg— during the period ending 17 March 1983 thereafter	1,36 1,51

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

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

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

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

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

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

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

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

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

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

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

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

3. PAYMENT OF REMUNERATION

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

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, voorsorg- of pensioenfonds;

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

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

(d) 'n bedrag wat 'n werkgever kragtens of ingevolge 'n statutêre wet of bevel van 'n bevoegde hof moet of mag aftrek;

(e) die bedrag wat ooreenkomsdig die gemene reg vir die skuld van 'n werknemer aan 'n werkgever afgerek mag word;

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

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

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

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

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

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

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

(i) 48 in 'n week vanaf Maandag tot en met Saterdag;

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

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

(i) 48 in 'n week vanaf Maandag tot en met Vrydag;

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

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

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

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

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

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

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

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

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

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

(a) 10 uur in 'n week;

(b) twee uur op 'n dag:

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, provident or pension funds;

(b) with the written consent of an employee, deductions for contributions to the funds of the trade union;

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

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

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

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

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

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

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

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

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

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

(i) 48 in any week from Monday to Saturday, inclusive;

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

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

(i) 48 in any week from Monday to Friday, inclusive;

(ii) nine and three quarters on any day: Provided that the number of hours of work in any week does not exceed 48.

(2) The ordinary hours of work of a casual employee shall not exceed—

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

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

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

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

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

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

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

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

(a) 10 hours in any week;

(b) two hours on any day:

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

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

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

5. SIEKTEVERLOF

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

(a) In die geval van 'n werknemer wat ses dae in 'n week werk, altesaam 12 werkdae;

(b) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam 10 werkdae;

siekte verlof gedurende 'n diensjaar by hom en moet hom ten opsigte van die tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het indien hy gedurende dié tydperk gwerk het: Met dien verstande dat 'n werkewer kan eis dat 'n sertifikaat deur 'n geregisterde mediese praktisyen onderteken, ingedien word wat die aard en duur van die werknemer se siekte toon ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, as opskortende voorwaarde vir die betaling deur hom van die bedrag ten opsigte van dié afwesigheid: Voorts met dien verstande dat waar daar in 'n bedryfsinrigting ingevolge 'n ooreenkoms tussen 'n werkewer en sommige van of al sy werknemers of tussen 'n werkewer en 'n geregisterde vakvereniging, 'n siektesstands- of voorsorgfonds bestaan of miskien ingestel sal word waartoe die werkewer ten opsigte van elk van sy werknemers wat daarby kan baat 'n bedrag bydra van minstens die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit dié werknemer ingeval van afwesigheid van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is) geregely is om in 'n bepaalde jaar altesaam minstens 'n bedrag te ontvang gelyk aan sy volle loon vir twee weke ten opsigte van dié afwesigheid of afwesigheid in omstandighede wat vir die werknemer wesenlik nie minder gunstig is as hierdie bepaling nie, hierdie klosule nie op sodanige werknemers van toepassing is nie: Voorts met dien verstande dat waar daar van 'n werkewer by wet vereis word om hospitaalgelde te betaal en hy dit wel betaal ten opsigte van 'n werknemer in sodanige wet genoem, die bedrag aldus betaal afgetrek kan word, van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klosule, maar hoogstens die bedrag wat betaalbaar is ten opsigte van die tydperk van siekte waarvoor hierin voorsiening gemaak word.

(2) Vir die toepassing van hierdie klosule, beteken die uitdrukking "diens" dieselfde as in klosule 5 (6).

6. OPENBARE VAKANSIEDAE EN SONDAE

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

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

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Gesinsdag, hemelvaartsdag, Geloftedag, Republiekdag of Kersdag werk, moet sy werkewer hom vir elke sodanige dag minstens die dagloon betaal wat in klosule 2 (1) van hierdie Deel vir 'n los werknemer voorgeskrif word, plus dié loon, gedeel deur nege, ten opsigte van elke uur of gedeelte van 'n uur aldus gwerk.

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

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

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

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

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

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

5. SICK LEAVE

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

(a) in the case of an employee who works a six-day week, 12 workdays';

(b) in the case of an employee who works a five-day week, 10 workdays';

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

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

6. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

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

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

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

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

(4) *Jaarlikse verlof.*—Klosule 12 (4) van Deel I van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op alle drywers vir nie lone in klosule 2 (1) van hierdie Deel voorgeskryf word en ook op hul werkgewers.

(5) *Sentrale Vakansiefonds.*—Klosule 12 (5) Deel I van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op alle drywers vir wie lone in klosule 2 (1) van hierdie Deel voorgeskryf word en ook op hul werkgewers.

7. STUKWERK OF TAAKWERK

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

(a) In die geval van 'n werknemer, uitgesonder 'n los werknemer, ten opsigte van elke week waarin stukwerk of taakwerk verrig word, die weeklooon in klosule 2 (1) van hierdie Deel vir 'n werknemer van sy klas voorgeskryf;

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

(2) 'n Werkgever moet op 'n oppervlakte plek in sy bedryfsinstigting 'n lys opgeplak hou van die stukwerk- of taakwerkklone in subklosule (1) bedoel.

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

8. UNIFORMS, OORPAKKE EN/OF BESKERMENDE KLERE

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

9. DIENSSERTIFIKAAT

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

10. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgever	Handtekening van drywer
Naam van drywer	
Soort voertuig en die onbelaste massa daarvan	
Getal sleepwaens aan voertuig aangehaak en die onbelaste massa van elke sleepwa	
Hoe laat werk begin het	
Hoe laat werk opgehou het	
Getal gewone ure gwerk	
Getal oortydure gwerk	
Etenspouse(s) van h tot h	
Onklaarrakings, ongelukke en/of ander oponthoude	
Datum 19.....	

Handtekening van drywer

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

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

(4) Elke werkgever moet die ingevulde kopie van die daagliks log bewaar vir 'n tydperk van drie jaar ná die datum waarop dit ingeval is.

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

(4) *Annual leave.*—The provisions of clause 12 (4) of Part I of this Agreement shall *mutatis mutandis* apply to all drivers for whom wages are prescribed in clause 12 (1) of this Part and to their employers.

(5) *Central Holiday Fund.*—The provisions of clause 12 (5) of Part I of this Agreement shall *mutatis mutandis* apply to all drivers for whom wages are prescribed in clause 2 (1) of this Part and to their employers.

7. PIECE-WORK OR TASK-WORK

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

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

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

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

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

8. UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING

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

9. CERTIFICATE OF SERVICE

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

10. LOG-BOOK

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

DAILY LOG

Name of employer	Signature of driver
Name of driver	
Type of vehicle and unladen mass thereof	
Number of trailers attached to vehicle and unladen mass of each trailer.....	
Time of starting work	
Time of finishing work	
Number of ordinary hours worked	
Number of hours overtime	
Meal interval(s) h to h	
Breakdowns, accidents and/or other delays	
Date 19.....	

Signature of driver

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

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

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

11. BEËINDIGING VAN DIENSKONTRAK

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

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

(b) in die geval van 'n week kennisgewing, die weekloon wat die werknemer onmiddellik vóór die datum van die beëindiging ontvang het: Met dien verstande dat dit nie die volgende raak nie:

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

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

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

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

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

Op hede die 24ste dag van Desember 1981 te Port Elizabeth onderteken.

A. J. SAAYMAN, Voorsitter.

J. B. CONNACHER, Ondervoorsitter.

M. E. HOPPE, Sekretaris.

No. R. 1655

6 Augustus 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, OOSTELIKE KAAPROVINSIE

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 1654 van 6 Augustus 1982, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekrag.

No. R. 1656

6 Augustus 1982

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, OOSTELIKE KAAPROVINSIE.—WYSIGING VAN SIEKTEBYSTANDVERENI- GINGOOREENKOMS

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 hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie

11. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

Provided that this shall not affect—

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

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

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

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

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

Signed at Port Elizabeth this 24th day of December 1981.

A. J. SAAYMAN, Chairman.

J. B. CONNACHER, Vice-Chairman.

M. E. HOPPE, Secretary.

No. R. 1655

6 August 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE

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. 1654 of 6 August 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. 1656

6 August 1982

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EAST- ERN CAPE PROVINCE.—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 binding, with effect from the second Monday after the date

kennisgewing en vir die tydperk wat op 31 Augustus 1985 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 VAN DIE OOSTELIKE KAAPPROVINSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aange gaan tussen die

Midland Furniture Manufacturers' Association

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

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

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

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 1828 van 5 September 1980, soos gewysig by Goewermentskennisgewing R. 1875 van 4 September 1981, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oostelike Kaapprovinsie 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 Meubelnywerheid van die Oostelike Kaaprovincie betrokke of daarin werkzaam is;

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

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

(a) van toepassing slegs op werknemers vir wie daar lone in die Hooffooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of 'n ooreenkoms daarkragtens aangegaan of 'n voorwaarde daarkragtens vasgestel nie.

2. KLOUSULE 16.—BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Mits geen bedrag afgetrek word van die loon van 'n lid wat gedurende die week waarin die aftrekkings verskuldig geword het minder as 16 uur gewerk het nie, moet elke werkewer op die eerste betaaldag na 16 Augustus 1982 en daarna op elke betaaldag, bydraes teen die volgende skale aftrek van die loon van elke lid in sy diens:

Per week

R

Werknemers wat hoogstens R48 per week verdien.....	2,10
Werknemers wat tussen R48,01 en R70 per week verdien	2,30
Werknemers wat meer as R70 per week verdien.....	2,50".

Op hede die 24ste dag van Desember 1981 te Port Elizabeth onderteken.

A. J. SAAYMAN, Voorsitter.

J. B. CONNACHER, Ondervorsitter.

M. E. HOPPE, Sekretaris.

of publication of this notice and for the period ending 31 August 1985, 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 OF THE EASTERN CAPE PROVINCE

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

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

National Union of Furniture and Allied Workers of South Africa (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 Eastern Cape Province,

to amend the Agreement published under Government Notice R. 1828 of 5 September 1980, as amended by Government Notice R. 1875 of 4 September 1981.

SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

(a) only apply to employees for whom wages are prescribed in the Main 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 Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. CLAUSE 16.—CONTRIBUTIONS

Substitute the following for subclause (1):

"(1) Provided that no deduction shall be made from the wages of a member who has worked less than 16 hours in the week in which the deductions fall due, every employer shall, on the first pay-day after 16 August 1982 and thereafter on every pay-day, deduct from the wage of each and every member in his employ contributions at the following rates:

Per week

R

Employees earning up to R48 per week.....	2,10
Employees earning between R48,01 and R70 per week	2,30
Employees earning more than R70 per week.....	2,50".

Signed at Port Elizabeth this 24th day of December 1981.

A. J. SAAYMAN, Chairman.

J. B. CONNACHER, Vice-Chairman.

M. E. HOPPE, Secretary.

KOOP NASIONALE SPAARSERTIFIKAATE

BUY NATIONAL SAVINGS CERTIFICATES

INHOUD

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Mannekrag, Departement van		
<i>Goewermentskennisgewings</i>		
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R. 1656 Wet op Arbeidsverhoudinge (28/1956): Meubelnywerheid, Oostelike Kaaprovincie: Wysiging van Siektebystandverenigingsooreenkoms.....	26	8335

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