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**GOVERNMENT NOTICES**

**DEPARTMENT OF MANPOWER**

R.2563]

[10 December 1982

LABOUR RELATIONS ACT, 1956  
FURNITURE MANUFACTURING INDUSTRY,  
NATAL  
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 1 December 1982 and for the period ending 31 July 1983, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 10 (4) (e), 21, 23, 24 and 24A, shall be binding, with effect from 1 December 1982 and for the period ending 31 July 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry,

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN MANNEKRAM**

R.2563]

[10 Desember 1982

WET OP ARBEIDSVERHOUDINGE, 1956  
MEUBELNYWERHEID, NATAL  
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 oopskrif by hierdie kennisgewing vermeld, met ingang van 1 Desember 1982 en vir die tydperk wat op 31 Julie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werkneemers 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 klosules 1 (1) (a), 2, 10 (4) (e), 21, 23, 24 en 24A met ingang van 1 Desember 1982 en vir die tydperk wat op 31 Julie 1983 eindig, bindend is vir alle ander werkgewers en werkneemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of

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, NATAL

##### AGREEMENT

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

Natal 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, Natal.

##### 1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed therein, respectively;
- (b) in the Magisterial districts of Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.

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

- (a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;
- (c) not apply to managers, submanagers, senior managerial, professional, technical and administrative personnel and foremen if such employees are in receipt of regular remuneration of not less than R10 200 per annum;

or as amended from time to time in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941.

##### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation for the period ending 31 July 1983.

##### 3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"administrative personnel" means administrative and office employees not directly involved in the manufacturing or processing operations;

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

"caretaker" or "watchman" means an employee who is engaged in guarding premises or other property and/or goods;

"casual labourer" means an employee engaged for periods of less than 30 hours in any one week, for the purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only;

"chargehand" means a weekly-paid employee who is in charge of the employees in a section or department of an establishment in which he is productively employed, who exercises control over such employees and who is responsible to the management, under the general supervision of the management, for the efficient performance by such employees of their duties;

"Council" means the Industrial Council for the Furniture Manufacturing Industry, Natal, registered or deemed to have been registered in terms of section 19 of the Act;

Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifieer.

S. P. BOTHA  
Minister van Mannekrag

##### BYLAE

#### NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL OOREENKOMS

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

Natal 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, Natal.

##### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is;
- (b) in die landdrosdistrikte Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie.

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

- (a) van toepassing slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangaan of voorwaardes vasgestel ingevolge genoemde Wet nie;
- (c) nie van toepassing op bestuurders, onderbestuurders, senior bestuurs-, professionele, tegniese en administratiewe personele en voormanne nie as sodanige werknemers gereeld besoldiging van minstens R10 200 per jaar ontvang;

of soos van tyd tot tyd gewysig ingevolge artikel 54 (1) van die Wet op Fabriek, masjinerie en bouwerk, 1941.

##### 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag vasstel ingevolge artikel 48 (1) van die Wet en bly van krag vir die typerk wat op 31 Julie 1983 eindig.

##### 3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms gebesig 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 voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet" die Wet op Arbeidsverhoudings, 1956;

„administratiewe personeel" administratiewe en kantoorwerknemers wat nie regstreeks by die vervaardigings- of verwerkingswerkzaamhede betrokke is nie;

„vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is;

„oppasser" of „wag" 'n werknemer wat persele of ander eiendom en/of goedere bewaak;

„los arbeider" 'n werknemer wat minder as 30 uur per week in diens is net om voertuie te laai en af te laai, hout op te stapel en persele skoon te maak;

„onderbaas" 'n weekliks besoldigde werknemer wat aan die hoofstaan van die werknemers in 'n seksie of afdeling van 'n bedryfsinrigting waarin hy produktief in diens is, wat beheer oor sodanige werknemers uitoefen, en wat aan die bestuur en onder die algemene toesig van die bestuur daarvoor verantwoordelik is dat die werknemers hul pligte doeltreffend uitvoer;

„Raad" die Nywerheidsraad vir die Meubelnywerheid, Natal, wat geregistreer is of geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"designated trade" means a trade designated in terms of the Man-power Training Act, 1981, for the Furniture Manufacturing Industry in Natal;

"despatch clerk" means an employee who is responsible for receiving goods from a store or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the mass-measuring or addressing thereof;

"dowel knocker" means a person who knocks in wooden or metal dowels;

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

"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) customarily and/or regularly exercises discretionary powers; 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 excludes 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 a foreman and/or supervisor, the employee referred to above shall be deemed to be the foreman or supervisor;

"Furniture Manufacturing Industry" or "Industry" means, subject to the Demarcation Determination made by the Industrial Tribunal on 1 September 1978, or any succeeding determination, 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 curtains, and/or the making and/or repairing of box spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, 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 and/or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes, further, the repairing, re-upholstering or 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 articles of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, including the manufacture of metal bedsteads;

"hand sander" means a person who sandpapers by hand or with a block;

"hourly rate" means, in the case of an employee, other than a casual employee, his actual weekly wage, divided by 44 or such lesser number of hours ordinarily worked by the establishment;

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

"labourer" means an employee who performs any of the classes of work specified in clause (XIII) of Schedule A hereof;

"laminating" means joining together materials with an adhesive bond between flat faces, but shall exclude the joining together of tops, bottoms, shelves, doors and side panels;

"learner" means an employee, other than an apprentice, who has been employed in the Industry for a period of at least two years

„aangewese ambag” 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, vir die Meubelnywerheid in Natal aangewys is; „versendingsklerk” 'n werknemer wat daarvoor verantwoordelik is om goedere uit 'n magasyn of uit afdelings te ontvang vir versending en wat toesig kan hou oor die verpakking en/of bymekarmaak van sodanige goedere, die nagaan van pakkette en die massabepaling van addressee daarvan;

„tappenklopper” iemand wat tappenne van hout of metaal inslaan; „bedryfsinrigting” 'n perseel waar die Meubelnywerheid beoefen word, en dit sluit alle persele in waar 'n persoon enige van die klasse werk verrig wat in hierdie Ooreenkoms gespesifiseer word;

„voorman” en/of „toesighouer” 'n werknemer wat in 'n toesighoudende hoedanigheid diens doen en wat onder andere by die uitvoering van sy pligte, wat regstreeks met die Meubelnywerheid verband moet hou—

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

(b) op die gebruiklike wyse en gereeld die werk van ander werknemers reëel; en/of

(c) die bevoegdheid besit om werknemers in diens te neem of te ontslaan of aanbevelings in verband daarmee of in verband met bevorderings of rangverdagings te doen; en/of

(d) op die gebruiklike wyse en/of gereeld diskresionêre magte uitoefen; en

(e) 'n week- of maandloon betaal word wat minstens gelyk is aan dié vir die hoogs betaalde werknemer in hierdie Ooreenkoms voorgeskryf; en

(f) ten volle betaal word, afgesien daarvan of hy die volle getal werkure wat in hierdie Ooreenkoms voorgeskryf word, gewerk het of nie;

maar uitgesonderd werknemers wat betrokke is by kosteberekening, ontwerp, aankoop, beplanning, organisering, reëling en/of kontroleering van die pligte van voormanne en/of toesighouers: Met dien verstande dat, in die afwesigheid van die voorman en/of toesighouer, voornoemde werknemer as die voorman of toesighouer beskou moet word;

"Meubelnywerheid" of "Nywerheid", behoudens die bepalings van die Afbakening Vasstelling gemaak deur die Nywerheidshof op 1 September 1978, of enige daaropvolgende vasstelling, sonder om die gewone betekenis van die uitdrukking enigszins 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 andere ook die volgende werksaamhede in:

Herstelwerk, stoffeerwerk, herstofferwerk, beitswerk, spuitwerk of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne, en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnywerk in verband met die vervaardiging en/of herstel van meubels, poleerwerk en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroëe of theaters, kabinette vir musiekinstrumente en radio- of draadlooskabinettes en ook die vervaardiging of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, bomatrasse, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnywerk uitgevoer word in verband met die vervaardiging van meubels; voorts ook herstelwerk, herstofferwerk of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid 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 gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak word en die vervaardiging van metaalmeubels, met inbegrip van meetaalkatels;

„handskuurder” iemand wat met die hand of met 'n blok skuur; „uurloon”, in die geval van 'n ander werknemer as 'n los werknemer, sy werklike weekloon, gedeel deur 44 of dié minder getalle wat die bedryfsinrigting gewoonlik werk;

„jeugdige” 'n werknemer onder die ouderdom van 21 jaar, uitgesonderd vakleerlinge en arbeiders;

„arbeider” 'n werknemer wat 'n klas werk verrig wat in klousule (XIII) van Bylae A hiervan gespesifieer word;

„lamelleerwerk” die saamvoeg van materiale met 'n kleefstof tussen die plat oppervlakte, maar nie die saamvoeg van bo- en onderkante, rakke, deure en sypanele nie;

„leerling” 'n werknemer, uitgesonderd 'n vakleerling, wat minstens twee jaar by die Nywerheid in diens is en wat besig is om 'n klas

and who is engaged in learning any class of work as specified in his learnership certificate issued to him by the Council in terms of clause 27 (3) or any exemption certificate;

“learner journeyman” means a person of the age of 21 years or over who has been employed in the Industry for a period of at least two years and who is employed as a learner on work in any one of the designated trades as specified in the learnership certificate issued to him by the Council in terms of clause 27 (3);

“learner packer” means an employee packing furniture, who has had less than two years’ experience in the Furniture Manufacturing Industry and who works under the supervision of a packer;

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

- Tracing faults in, overhauling, or repairing machines used in or in connection with an establishment or in supervising all or any of these operations;
- “military service” means service which an employee is required to undergo in terms of the Defence Act, 1957;
- “office employee” means an employee employed on clerical work and who does not perform any of the classes of work referred to in clauses (I) to (XV), (XVII) and (XVIII) of Schedule A hereof;
- “packer” means an employee, other than a labourer, who is engaged in packing goods for transport or delivery;
- “piece-work” means any system according to which an employee’s wage is based solely on quantity or output of work done;
- “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 or a labourer;
- “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;
- “storeman” means an employee who is in charge of stores, materials or finished products and who is responsible for receiving, checking, unpacking and storing goods and issuing goods and the maintenance of records concerning same;
- “stainer” means a person who uses a cloth to apply stain to timber;
- “timekeeper” means an employee who is responsible for keeping records of the time worked by employees;
- “wage” means that part of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clauses 7 and 37D, and prescribed for him in clause 25 or clause 37B, as the case may be, or where an employer regularly pays an employee in respect of his ordinary hours of work an amount higher than that so prescribed, it means such higher amount;
- “working proprietor” or “working partner” means an employer or any partner in a partnership who performs any of the classes of work specified in this Agreement.

#### 4. PIECE-WORK

No employer shall require or allow any person to work piece-work, except as provided in clause 5 of this Agreement.

#### 5. INCENTIVE BONUS

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

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

(3) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee and shall not be varied or terminated by the committee or 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.

A copy of any agreement entered into in terms of this clause shall be forwarded to the Council. On termination of any such agreement, the Council shall be notified in writing.

werk te leer wat in sy leerlingsertifikaat, wat die Raad ingevolge klosule 27 (3) aan hom uitgereik het, of in ‘n vrystellingsertifikaat gespesifieer word;

„leerlingvakman” ‘n persoon van 21 jaar of ouer wat minstens twee jaar by die Nywerheid in diens is en wat werkzaam is as leerling op werk in enigeen van die aangewese ambagte soos gespesifieer in die leerlingsertifikaat wat die Raad ingevolge klosule 27 (3) aan hom uitgereik het;

„leerlingverpakker” ‘n werknemer wat meubels verpak, wat minder as twee jaar ondervinding in die Meubelnywerheid het en wat onder toesig van ‘n verpakker werk;

„masjienderhouderwerkuitkundige” ‘n werknemer wat uitsluitlik al of enigeen van die volgende werkzaamhede verrig:

- Defekte opspoor in masjiene wat gebruik word in of in verband met ‘n bedryfsinrigting en sodanige masjiene opknap of herstel of toesig hou oor enigeen van of al hierdie werkzaamhede;
- „militêre diens” die diens wat ‘n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan;
- „kantoorwerknemer” ‘n werknemer wat klerklike werk verrig en wat nie enigeen van die klasse werk bedoel in klosules (i) tot (XV), (XVII) en (XVIII) van Bylae A hiervan verrig nie;
- „verpakker” ‘n werknemer, uitgesonderd ‘n arbeider, wat goedere vir vervoer of aflewering verpak;
- „stukwerk” ‘n stelsel waarvolgens die loon van ‘n werknemer gebaseer word uitsluitlik op die hoeveelhied werk verrig of produksie gelewer;
- „proefleerling” ‘n werknemer onder die ouderdom van 21 jaar wat werkzaam is in ‘n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is, maar uitgesonderd ‘n vakleerling of ‘n arbeider;
- „besoldiging” ‘n bedrag wat betaal word of verskuldig is aan ‘n persoon en wat op watter wyse ookal uit diens voortspruit;
- „korttyd” ‘n vermindering van die getal gewone werkure in ‘n bedryfsinrigting as gevolg van ‘n handelslapte, ‘n tekort aan grondstowwe of ‘n algemene onklaarraking van uitrusting of masjierie weens ‘n ongeluk of ander onvoorsienie noodtoestand;
- „magasynman” ‘n werknemer wat toesig hou oor voorrade, materiaal of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, nagaan, uitpak en opberg van goedere en die uitreiking van goedere en die hou van registers in verband daar mee;
- „beitser” ‘n persoon wat ‘n doek gebruik om beits op hout aan te wend;
- „tydopnemer” ‘n werknemer wat daarvoor verantwoordelik is om registers te hou van die tyd wat deur werknemers gewerk word;
- „loon” daardie gedeelte van die besoldiging wat in geld aan die werknemer betaalbaar is ten opsigte van sy gewone werkure in klosules 7 en 37D bedoel en vir hom voorgeskryf in klosule 25 of klosule 37B, na gelang van die geval, of waar ‘n werkgewer ‘n werknemer ten opsigte van sy gewone werkure gereeld ‘n hoër bedrag betaal as die bedrag aldus voorgeskryf, sodanige hoër bedrag;
- „werkende eienaar” of „werkende vennoot” ‘n werkgewer of ‘n vennoot in ‘n vennootskap wat enigeen van die klasse werk verrig wat in hierdie Ooreenkoms gespesifieer word.

#### 4. STUKWERK

Behoudens klosule 5 van hierdie Ooreenkoms mag geen werkgewer van enigeen vereis of hom toelaat om stukwerk te doen nie.

#### 5. AANSPORINGSBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou wees, kan ‘n werkgewer ‘n werknemer se loon baseer op die hoeveelheid werk verrig of produksie gelewer: Met dien verstande dat sodanige stelsel van besoldiging nie toegelaat mag word nie behalwe in die vorm van ‘n aansporingskema oor die bepalings waarvan daar ooreengekom is soos in subklosules (2) en (3) hiervan bepaal.

(2) ‘n Werkgewer wat ‘n aansporingskema wil invoer, moet ‘n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met die vakvereniging wie se lede daarby betrokke is, oor die bepalings van sodanige skema kan ooreengekom.

(3) Die bepalings van sodanige aansporingskema en alle latere wysings daarvan waaraan die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee of enigeen 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 waaraan die partye ooreengekom het toe hulle sodanige ooreenkoms aangegaan het.

‘n Kopie van ‘n ooreenkoms wat ooreenkomstig hierdie klosule aangegaan is, moet aan die Raad gestuur word. By beëindiging van so ‘n ooreenkoms moet die Raad skriftelik daarvan in kennis gestel word.

(4) Any employee employed on an incentive bonus scheme for any period shall be paid the full amount earned by him under 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 employed in the Furniture Manufacturing Industry shall solicit, undertake or perform any work specified in this Agreement on his own account, whether for remuneration or not.

(3) No employer or employee shall undertake or give out any work in connection with the Furniture Manufacturing Industry except such out-work as is provided for in subclause (1) hereof, in any premises other than those registered under the Factories, Machinery and Building Work Act, 1941, or in work-rooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.

## 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 in the delivery of goods or messages, to work for more than 44 hours, excluding meal intervals, in any one week.

(a) The daily hours of work shall not exceed—

- (i) in establishments working a five-day week, eight hours 48 minutes per day, Monday to Friday; or
- (ii) in establishments working a six-day week, eight hours per day, Monday to Friday, and four hours on Saturdays.

(b) No employer shall require or permit an employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour. Provided that for the purposes of this paragraph a period of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (b) during any other period during which he is on the premises of his employer.

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

(3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form prescribed in Annexure B specifying the starting and finishing time of work for each day of the week, the meal interval and the forenoon and afternoon intervals referred to in clause 28 hereof.

(4) The provisions of this clause shall not apply to a caretaker or 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 caretaker's or watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his caretaker or watchman any such day off, pay such caretaker or 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.

(5) The following provisions shall apply to shift work:

- (a) No normal shift shall exceed nine and a quarter hours per day or 44 hours per week;
- (b) not less than six hours shall elapse between successive shifts of an employee;
- (c) (i) when an employee works a second or night shift, irrespective of the commencing time thereof, his employer shall pay him his ordinary rate of remuneration, plus 15 per cent for each hour or part of an hour so worked by him during any such shift, including meal and transport allowances;
- (ii) where an employee's ordinary shift or part of such shift is worked on a paid public holiday, the employee concerned shall be remunerated for such shift as follows:

(4) 'n Werknemer wat vir 'n tydperk volgens 'n aansporingsbonus-skema werkzaam is, moet die volle bedrag betaal word wat hy verdien het volgens die aansporingsbonusloon waарoor daar ingevolge hierdie klosule oorengengkom is.

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

## 6. BUITEWERK

(1) Geen werkewer mag van enigeen van sy werknemers vereis of hom toelaat om werk in verband met die Meubelnywerheid elders as in sy bedryfsinrigting te onderneem nie, behalwe wanneer sodanige werk in verband staan met die voltooiing van 'n bestelling wat by sodanige werkewer geplaas is en wat bestaan uit die aanbring, inmekarsit, herstel of poleer van meubels in persele wat die eiendom is van of geokkypeur word deur die persoon vir wie die werk onderneem word.

(2) Geen werknemer wat in die Meubelnywerheid werkzaam is, mag vir eie rekening, hetsy teen vergoeding of nie, werk wat in hierdie Ooreenkoms gespesifieer word, vra, onderneem of verrig nie.

(3) Geen werkewer of werknemer mag werk in verband met die Meubelnywerheid, uitgesonderd dié buitewerk waarvoor daar in sub-klosule (1) hiervan voorsiening gemaak word, in 'n ander perseel as 'n perseel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, of in 'n werkamer wat by die Raad geregistreer is en uitsluitlik vir werk in die Meubelnywerheid gebruik word, onderneem of uitbestee nie.

## 7. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkewer nie van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik vir die aflewering van goedere of boodskappe in diens geneem is, vereis of hom toelaat om meer as 44 uur (etenspouses uitgesonderd) in 'n bepaalde week te werk nie.

(a) Die daagliks werkure mag nie langer wees nie as—

- (i) agt uur 48 minute per dag, van Maandag tot Vrydag, in bedryfsinrigtings wat vyf dae per week werk; of
- (ii) agt uur per dag, van Maandag tot Vrydag, en vier uur op Saterdag, in bedryfsinrigtings wat ses dae per week werk.

(b) 'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, 'n werktydperk wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(2) 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 personeel van sy werkewer vir die hele pouse te verlaat nie; of
- (b) gedurende 'n ander tydperk 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 die tydperk in paragraaf (b) bedoel, die veronderstelling waarvoor daar in hierdie subklosule voorsiening gemaak word nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werknemer van toepassing is nie.

(3) Elke werkewer moet in sy bedryfsinrigting en op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing in die vorm in Aanhangel B voorgeskryf, vertoon waarin die aanvangs- en uitskeityd van die werk vir elke dag van die week, die etenspouse en dié pouses in die voor- en die namiddag wat in klosule 28 hiervan bedoel word, gespesifieer word.

(4) Hierdie klosule is nie van toepassing op 'n oppasser of wag wie se werknemer hom ten opsigte van elke week diens 'n dag van 24 agtereenvolgende ure diensvry toestaan nie: Met dien verstande dat—

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

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

(5) Die volgende bepalings is op skofwerk van toepassing:

(a) Geen gewone skof mag langer as nege en 'n kwart uur per dag of 44 uur per week duur nie;

(b) daar moet minstens ses uren tussen die agtereenvolgende skofte van 'n werknemer verloop;

(c) (i) as 'n werknemer 'n tweede of nagskof werk, ongeag wanneer dit begin, moet sy werkewer hom sy gewone besoldiging betaal, plus 15% vir elke uur of gedeelte van 'n uur wat hy aldus gedurende so 'n skof gewerk het, met inbegrip van ete- en vervoertoelaes;

(ii) as 'n werknemer se gewone skof of 'n gedeelte daarvan op 'n openbare vakansiedag met besoldiging gewerk word, moet die betrokke werknemer vir so 'n skof soos volg besoldig word:

- (aa) If the major part of such shift is worked on such day, the entire shift shall be deemed to have been worked on such day, and the employee shall be paid for it in terms of clause 11;
- (ab) if the lesser part of such shift is worked on such day, the entire shift shall be deemed to have been worked on a week-day, and the employee shall, subject to paragraph (c) (i), be remunerated in terms of such shift at his ordinary rate of remuneration;
- (d) time worked by employees after the completion of their normal shift shall, subject to the provisos to clause 11 (1) (b) be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause.

#### 8. LIMITATION OF OVERTIME

(1) No overtime may be worked unless the employer has informed the Council of its intention prior to it being worked and has obtained a reference number which shall be displayed on a suitable notice board.

(2) An employer may require or permit an employee to work overtime for a period not exceeding 10 hours in any one week on notification to the Council as provided for under clause 8 (1).

(3) For any time worked in, by agreement between an employer and his employees, in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in paragraphs (a), (b), (c), (d) and (e), an employee shall be paid at his ordinary rates: Provided that the time shall be worked in during the two weeks prior to such closure on the respective days:

- (a) The Friday after Ascension Day;
- (b) the first two days of the Jewish New Year;
- (c) the Jewish Day of Atonement;
- (d) the Friday after Day of the Vow or Republic Day whenever either of these days falls on a Thursday; or
- (e) the Asiatic religious holidays of Eid, Bakri Eid and Divali.

#### 9. SHORT -TIME

(1) When it is found necessary to dispense with the services of any of the employees in an establishment owing to slackness of trade, shortage of raw material, or a general breakdown of plant or machinery, caused by accident or any unforeseen emergency in any of the sections Frame-making, Furniture Making, Machining, Polishing, Upholstering, Veneering and Bedding Making, one week's notice must be given to those employees who are to be retrenched. This notice applies to short-time only.

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

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

#### 10. PAYMENT OF REMUNERATION

(1) All remuneration due shall be paid in the establishment in cash weekly between 16h30 and 17h00 on Friday of each week or on termination of employment if this takes place before Friday. Where Friday is a non-working day, payment shall be made on the last working day preceding such Friday.

(2) All remuneration shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name and designation of the employee, and containing a statement reflecting all the information stipulated below or alternatively, the wage envelope shall be endorsed with the particulars as set out hereunder:

#### WAGE ENVELOPE

Employer's name .....	Benefit Fund No. ....
Employee's name .....	Clock Card No. ....
Occupation .....	Week ending .....
Ordinary time .....	.....
Overtime .....	.....
Attendance bonus .....	.....
Subtotal .....	.....

- (aa) As die grootste gedeelte van so 'n skof op so 'n dag gewerk word, moet geag word dat die hele skof op dié dag gewerk is en moet die werknemer daarvoor ooreenkomsklousule 11 besoldig word;
- (ab) as die kleinste gedeelte van so 'n skof op so 'n dag gewerk word, moet geag word dat die hele skof op 'n weekdag gewerk is en moet die werknemer, behoudens paraagraaf (c) (i), vir so 'n skof teen sy gewone loon besoldig word;
- (d) die tyd wat 'n werknemer ná die voltooiing van sy gewone skof werk, moet, behoudens die voorbehoudbepalings van klousule 11 (1) (b) as oortyd geag word en daarvoor moet betaal word ooreenkomsklousule 11 besoldig word.

#### 8. BEPERKING VAN OORTYDWERK

(1) Daar mag nie oortyd gewerk word nie tensy die werkewer die Raad vooraf van sy voorneme in kennis gestel het en 'n verwysingsnommer ontvang het, wat op 'n geskikte kennisgewingbord vertoon moet word.

(2) 'n Werkewer kan van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n tydperk van hoogstens 10 uur in 'n bepaalde week mits hy die Raad daarvan in kennis gestel het soos in klousule 8 (1) bepaal.

(3) Vir die tyd wat volgens ooreenkoms tussen 'n werkewer en sy werknemers ingewerk word in plaas van die gewone werktyd wat verlore sal gaan vanweë die sluiting van 'n fabriek slegs op een van die dae in paragrawe (a), (b), (c), (d) en (e) genoem, moet 'n werknemer teen sy gewone loon besoldig word: Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op die onderskeie dae:

- (a) Die Vrydag na Hemelvaartsdag;
- (b) die eerste twee dae van die Joodse nuwe jaar;
- (c) die Joodse Versoendag;
- (d) die Vrydag na Geloftedag of Republiekdag as een van dié dae op 'n Donderdag val; of
- (e) die Asiatische godsdienstige vakansiedae Eid, Bakri Eid en Divali.

#### 9. KORTTYD

(1) Wanneer dit nodig gevind word om sonder die dienste van enigeen van die werknemers in 'n bedryfsinrigting klaar te kom as gevolg van 'n handelslapte, tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorsien noodoestand in enigeen van die seksies Raammakery, Meubelmakery, Masjienerwerk, Poleerwerk, Stoffeerwerk, Fineerwerk en Beddegoedmakery, moet een week kennis vooraf gegee word aan dié werknemers wat afgedank gaan word. Hierdie kennisgewing geld slegs ten opsigte van korttyd.

(2) 'n Werknemer wat hom op 'n bepaalde dag op die gewone aantyd van die bedryfsinrigting vir diens aanmeld en vir wie daar geen werk beskikbaar is nie, moet minstens vier uur se loon ten opsigte van sodanige dag betaal word, tensy hy vroeër deur sy werkewer in kennis gestel is dat sy dienste nie op daardie bepaalde dag nodig sou wees nie.

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

#### 10. BETALING VAN BESOLDIGING

(1) Alle besoldiging wat verskuldig is, moet weekliks in kontant in die bedryfsinrigting betaal word tussen 16h30 en 17h00 op Vrydag elke week of by diensbeëindiging as dit voor Vrydag plaasvind. Wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, moet betaling op die laaste werkdag voor sodanige Vrydag geskied.

(2) Alle besoldiging moet aan die werknemers oorhandig word in verscölde koeverte waarop die naam en adres van die werkewer en die naam en beroep van die werknemer aangeteken is, en wat 'n opgawe bevat met al die inligting wat hieronder uiteengesit word, of anders moet die besonderhede wat hieronder uiteengesit word op die loonkoert aangeteken word:

#### LOONKOEVERT

Naam van werkewer .....	Bystandsfondsnommer .....
Naam van werknemer .....	Klokkaartnommer .....
Beroep .....	Week eindigende .....
	Tarief
	Uur R c R c
Gewone tyd .....	.....
Oortyd .....	.....
Bywoningsbonus .....	.....
Subtotaal .....	.....

<i>add:</i>	
Holiday Fund .....	.....
Taxable gross amount .....	.....
<i>Less deductions:</i>	
Holiday Fund .....	.....
Provident Fund (if applicable) .....	.....
Sick Benefit Society (if applicable) .....	.....
Mortality Fund .....	.....
P.A.Y.E. .....	.....
U.I.F. .....	.....
Industrial Council levy .....	.....
Trade union subscriptions (if applicable) .....	.....
Total deductions .....	.....
Amount payable .....	.....

<i>Plus:</i>	
Vakansiefonds .....	.....
Belasbare bruto bedrag .....	.....
<i>Min Afrekings:</i>	
Vakansiefonds .....	.....
Voorsorgfonds (indien van toepassing) .....	.....
Siektebystandsvereniging (indien van toepassing) .....	.....
Sterlefonds .....	.....
L.B.S. .....	.....
W.V.F. .....	.....
Nywerheidsraadheffing .....	.....
Vakverenigingledegeld (indien van toepassing) .....	.....
Totale aftrekkings .....	.....
Bedrag betaalbaar .....	.....

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

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

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (b) with the written consent of the employee, deductions for sick, insurance, pension or other similar funds;
- (c) contributions in terms of clause 16;
- (d) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee;
- (e) deductions in respect of contributions to the trade union, and when so deducted by the employer shall be paid to the Secretary of the Council month by month and not later than the 10th day of each month following that in respect of which they are due, and shall be accompanied by a form provided therefor as prescribed by the Council from time to time. The moneys so collected by the Council shall be forwarded to the secretary of the National Union of Furniture and Allied Workers of South Africa;
- (f) subject to the provisions of clause 9, whenever the ordinary hours of work of an employee are reduced on account of short-time, a deduction proportionate to such reduction.

#### 11. PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS

- (1) (a) All time worked in excess of the weekly or daily hours prescribed in clause 7 (1), or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (3), shall be deemed to be overtime.
- (b) Notwithstanding the provisions of paragraph (a), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts 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 not less than the employee's ordinary rates of wages: 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 number of overtime hours worked, all such overtime hours may be paid for at not less than the employee's ordinary hourly rate of wages; and
  - (ii) where an employee is absent from work upon the request or instructions of the employer or absent on account of illness or on the Asiatic religious holidays Eid, Bakri Eid and Divali, the provisions of this paragraph shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Pro-

(3) Die werkgewer 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 werkgewer regtens verplig is om by te dra nie.

(4) Geen bedrag vir die beskadiging van materiaal of van watter aard ook al, uitgesonderd die volgende, mag van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie:

- (a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en wat bereken is op grondslag van dieloon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekerings-, pensioen- of ander dergelike fondse;
- (c) bydraes ooreenkombig klausule 16;
- (d) 'n bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regssproses namens 'n werknemer moet betaal;
- (e) bedrac ten opsigte van bydraes tot die vakvereniging, en wanneer aldus deur die werkgewer afgetrek, moet dit maand vir maand voor of op die 10de dag van elke maand wat volg op die een ten opsigte waarvan dit betaalbaar is aan die Sekretaris van die Raad betaal word, en dit moet vergesel gaan van 'n vorm wat vir die doel verskaf word soos van tyd tot tyd deur die Raad voorgeskryf. Die geld wat aldus deur die Raad ingevorder word, moet aan die sekretaris van die National Union of Furniture and Allied Workers of South Africa gestuur word;
- (f) behoudens klausule 9, wanneer die gewone werkure van 'n werknemer weens korttyd ingekort word, 'n bedrag in verhouding tot sodanige inkorting.

#### 11. BETALING VIR OORTYDWERK EN WERK OP OPENBARE VAKANSIEDAE MET BESOLDIGING

- (1) (a) Alle tyd wat daar langer gewerk word as die weeklikse of daagliks ure soos in klausule 7 (1) voorgeskryf of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klausule 7 (3) vertoon moet word, word geag oortydwerk te wees.
- (b) Ondanks paraagraaf (a), indien 'n werknemer in 'n bepaalde week van die werk afwesig is gedurende enige van of al die gewone ure van 'n skof of skofte wat in die betrokke bedryfsinrigting gewerk word, kan sodanige ure wat die werknemer nie gewerk het nie, afgetrek word van die oortydure wat gewerk is, en vir die ure wat aldus afgetrek word, moet die werknemer betaal word teen minstens sy gewone loonskaal: Met dien verstande dat—
  - (i) indien die getal gewone werkure wat 'n werknemer in 'n bepaalde week van sy werk afwesig is, meer is as die getal oortydure wat hy gewerk het, daar vir al sodanige oortydure betaal kan word teen minstens die werknemer se loonskaal vir gewone werkure; en
  - (ii) indien 'n werknemer van sy werk afwesig is op versoek of op las van die werkgewer, of afwesig is weens siekte of op die Asiatische godsdiestige vakansiedae Eid, Bakri Eid en Divali, hierdie paraagraaf nie van toepassing is nie en daar vir die oortydure wat in so 'n geval gewerk word, betaal moet word teen die oortydtarief wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werknemer 'n

vided that an employee shall present a medical certificate as proof of cause of absence owing to illness.

(c) An employee who is required to work overtime shall, subject to subclause (1) (b), be paid—

(i) 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 wages of the employee concerned;

(ii) for any time worked between 22h00 and the ordinary starting time from Mondays to Fridays, or after 18h00 on Saturdays, or any time worked on Sundays, at double the hourly rate of wages of the employee concerned: Provided that for work performed on Sundays, the employee shall be paid at least twice a full day's wages. Payment under this subclause shall be made as provided for in clause 10 (2).

(2) Any employee who feels aggrieved by the manner of application to him of any of the provisions of subclause (1) (b) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(3) An employee who is required to work on Good Friday, Family Day, Ascension Day, Christmas Day, New Year's Day or Republic Day shall be paid, in addition to the wages due in respect of each of these days in terms of clause 13 (1), at double his hourly rate of wages.

(4) An employer may pay his employees for work on Day of the Vow at the normal rate prescribed in this Agreement, plus one day's pay: Provided that this shall not apply where the holiday falls on a Saturday.

## 12. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

(1) An employee who at the date of coming into operation of this Agreement is receiving a higher wage than the wage prescribed for the class of work performed by him, 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 a date, subject to the condition that the Council may authorise a reduction of such higher wage to the prescribed rate.

(2) An employer shall grant his employee whose rate of remuneration as at the date of coming into operation of this Agreement is in excess of that prescribed, an increment equal to the difference between the wage prescribed for his class in this Agreement and the Agreement published under Government Notice R.153 of 25 January 1980, and such increment, plus the wage the employee is receiving at the date of coming into operation of this Agreement, shall from the said date be regarded as the weekly prescribed wage of such employee.

(3) An employee who immediately before his employment as a learner/journeyman was in receipt of a wage higher than that prescribed in clause (X) of Schedule A shall continue to receive not less than such higher wage for as long as he remains in the service of the same employer, until such wage is equal to or less than the prescribed minimum wage, whereafter at least such prescribed minimum wage shall be paid.

## 13. HOLIDAYS AND HOLIDAY FUND

(1) (a) Good Friday, Family Day, Ascension Day, Day of the Vow, Christmas Day, New Year's Day and Republic Day shall be paid holidays. Every employee shall receive payment for each of these holidays, notwithstanding that they may fall on a Saturday or Sunday, at the rate of eight and a half times his hourly rate, irrespective of whether the establishment in which he is employed is working a five- or six-day week.

(b) In the event of the services of an employee being terminated by the employer seven days or less prior to Good Friday, Family Day, Ascension Day, Republic Day or Day of the Vow, the employee shall be entitled to payment for any of the days referred to above, and in the case of an employee whose services have been terminated by the employer seven days prior to the annual closing date as prescribed in subclause (2), the employee shall nevertheless be entitled to payment for Christmas Day and New Year's Day.

(2) All establishments shall close as from or up to one week before 24 December and re-open 14 working days following such closure, and during such closed period no production work shall be performed. Employers shall notify the Council and their employees in writing of their intended closing date at least 30 days before such closure.

(3) The Holiday Fund established in terms of clause 13 (3) of the Agreement for the Furniture Manufacturing Industry, Natal, published under Government Notice 1512, dated 30 September 1960, is hereby continued.

doktersertifikaat moet voorlê as bewys dat hy afwesig was weens siekte.

(c) 'n Werknemer van wie vereis word om oortyd te werk, moet, behoudens subklousule (1) (b)—

(i) vir alle tyd gewerk na die gewone uitskeityd en tot om 22h00 op 'n dag van Maandag tot Vrydag of tot om 18h00 op Saterdag, een en 'n half maal die uurloon van die betrokke werknemer betaal word;

(ii) vir alle tyd gewerk tussen 22h00 en die gewone aanvangstyd van Maandag tot Vrydag of na 18h00 op Saterdag of vir tyd gewerk op Sondae, dubbel die uurloon van die betrokke werknemer betaal word: Met dien verstande dat die werknemer vir werk wat op Sondae verrig word minstens twee maal 'n volle dag se loon betaal moet word. Betaling ooreenkomsdig hierdie subklousule moet geskied soos in klousule 10 (2) voorgeskryf.

(2) 'n Werknemer wat gegrief voel oor die wyse waarop enigeen van die bepalings van subklousule (1) (b) op hom toegepas is, kan na die Raad appelleer teen die besluit op hom toegepas, en die Raad kan na oorweging van die redes wat vir sodanige beslissing aangevoer word, daardie beslissing bekrugig of sodanige ander beslissing gee as wat na sy mening in so 'n geval gegee moes gewees het.

(3) 'n Werknemer van wie vereis word om op Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Kersdag, Nuwejaarsdag of Republiekdag te werk, moet benewens die loon wat ingevolge klosule 13 (1) ten opsigte van elkeen van dié dae aan hom verskuldig is, teen dubbel sy uurloon betaal word.

(4) 'n Werkgewer kan sy werknemers vir werk op Geloftedag teen die gewone loon betaal wat in hierdie Ooreenkoms voorgeskryf word, plus een dag se besoldiging: Met dien verstande dat dit nie van toepassing is waar die vakansie op 'n Saterdag val nie.

## 12. WERKNEMERS WAT HOËR LOON AS DIE VOORGESKREWE LOON ONTVANG

(1) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoëer loon ontvang as die loon wat voorgeskryf word vir dié klas werk wat hy verrig, moet, solank hy in diens van dieselfde werkewerker bly en dieselfde 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 magtig daar toe kan verleen dat sodanige hoëe loon tot die voorgeskrewe loon verlaag word.

(2) 'n Werkewer moet sy werknemer wie se besoldiging op die datum van inwerkingtreding van hierdie Ooreenkoms hoëer is as dié wat voorgeskryf word, 'n verhoging toestaan wat gelyk is aan die verskil tussen die loon vir sy klas voorgeskryf in hierdie Ooreenkoms en in die Ooreenkoms gepubliseer by Goewermentskennisgewing R.153 van 25 Januarie 1980, en sodanige verhoging, plus die loon wat die werknemer ontvang op die datum van inwerkingtreding van hierdie Ooreenkoms, word van sodanige datum af beskou as die voorgeskrewe weeklooon van so 'n werknemer.

(3) 'n Werknemer wat onmiddellik voor sy indiensneming as leerling-vakman 'n hoëer loon ontvang het as dié in klosule (X) van Bylae A voorgeskryf, moet voortgaan om minstens sodanige hoëer loon te ontvang solank as wat hy by dieselfde werkewerker in diens is, totdat sodanige loon gelyk is aan of kleiner is as die voorgeskrewe minimum loon, en dan moet minstens sodanige voorgeskrewe minimum loon betaal word.

## 13. VAKANSIEDAE EN VAKANSIEFONDS

(1) (a) Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag is vakansiedae met besoldiging. Elke werknemer moet vir elk van hierdie vakansiedae, selfs al val hulle op 'n Saterdag of 'n Sondag, teen agt en 'n half maal sy uurloon betaal word, ongeag of die bedryfsinrigting waarin hy werkzaam is vyf of ses dae per week werk.

(b) Ingeval 'n werknemer se dienste deur die werkewerker beëindig word hoogstens sewe dae voor Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag of Geloftedag, is die werknemer geregtig op betaling vir enigeen van die dae hierbo bedoel, en in die geval van 'n werknemer wie se dienste deur die werkewerker beëindig word sewe dae voor die jaarlike sluitingsdatum soos in subklousule (2) voorgeskryf, is die werknemer nietemin geregtig op betaling vir Kersdag en Nuwejaarsdag.

(2) Alle bedryfsinrigtings moet vanaf of tot een week voor 24 Desember sluit en 14 werkdae ná sodanige sluiting heropen, en gedurende sodanige geslotte tydperk mag geen produksiewerk verrig word nie. Werkewers moet die Raad en hul werknemers minstens 30 dae voor sodanige sluiting skriftelik in kennis stel van die voorgenome sluitingsdatum.

(3) Die Vakansiefonds ingestel by klosule 13 (3) van die Ooreenkoms vir die Meubelnywerheid, Natal, soos gepubliseer by Goewermentskennisgewing 1512 van 30 September 1960, word hierby voortgesit.

(4) Every employer shall pay to the Council in respect of every employee, excluding casual employees, at the time and in the manner prescribed in paragraph (a) in respect of each week Holiday Fund moneys based on the remuneration calculated in the manner specified in sub-clause (5), subject to the following:

- (a) The Holiday Fund moneys shall be equal to  $12\frac{1}{2}\%$  of the employee's remuneration as defined in subclause (5): Provided that—
    - (i) during the first and/or last working week of the year the employee shall have worked or be deemed to have worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or
    - (ii) during the first week of commencement of employment the employee shall have worked or be deemed to have worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or
    - (iii) the employee shall have worked or be deemed to have worked 44 hours or more in any one week or the normal ordinary hours of the establishment per week where such ordinary hours of work are less than 44 hours: Provided further that if an employee worked or is deemed to have worked up to half an hour less than the aforesaid hours per week, he shall be deemed to have worked such hours;
  - (b) the Holiday Fund moneys shall be equal to 10% of the employee's remuneration as defined in subclause (5) if the employee worked or is deemed to have worked a lesser number of ordinary hours than the hours specified in paragraph (a) (iii); or should the employee have worked or is deemed to have worked less than 40 hours per week, the Holiday Fund moneys shall be equal to  $7\frac{1}{2}\%$  of the employee's remuneration as defined in sub-clause (5);
  - (c) any hours worked by an employee before or after the normal starting and/or finishing time of the establishment shall, for the purpose of determining the percentage of Holiday Fund moneys payable in terms of paragraph (a) or (b), be added to the hours worked by the employee during the normal starting and/or finishing time of the establishment.
- (5) (a) For the purposes of this clause, "remuneration" shall mean the total amount earned by an employee through his employment, obtained by multiplying the hours worked or deemed to have been worked by the hourly rate or the wage rate per hour applicable, depending on when such hours were worked and shall include the total amount of any remuneration owing to the employee because of any underpayment of remuneration due to the employee in terms of this Agreement.
- (b) The words "the hours work" contained in the definition of "remuneration" in paragraph (a) shall mean the total hours worked or deemed to have been worked during any one month or, should the employee not have worked a month, such lesser period of employment.
- (c) The expression "deemed to have been worked" contained in the definition of "remuneration" in paragraph (a) shall mean such period an employee was unable to work owing to short-time, or whilst undergoing military service for a maximum period of four months or on the paid public holidays referred to in clause 13 (1) or with the consent or subsequent approval of the employer, did not work:  
Provided that the contribution of  $12\frac{1}{2}\%$  need not be paid for any period of absence from work owing to illness in excess of 30 days in any one year, which shall not be a period during which an employee is "deemed to have worked".
- (d) The expression "the wage rate per hour applicable, depending on when such hours were worked" in the definition of "remuneration" in paragraph (a), shall mean the wage rate payable per hour in terms of clauses 7 and 11.
- (6) (a) (i) All amounts payable in terms of subclause (4) shall be paid by the employer month by month and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposit into the Furniture Manufacturing Industry, Natal, Holiday Fund. When making such payment, the employer shall furnish a statement in the form prescribed in Annexure A to this Agreement.  
(ii) An employer who is in arrears with payments in terms of subparagraph (i) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause weekly by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day

(4) Elke werkewer moet aan die Raad op die tyd en wyse in paraaf (a) voorgeskryf ten opsigte van elke werknemer, uitgesonderd los werknemers, en ten opsigte van elke week, Vakansiefondsgeld betaal gebaseer op die besoldiging bereken op die wyse soos in subklousule (5) gespesifieer, behoudens die volgende bepalings:

- (a) Die Vakansiefondsgeld moet gelyk wees aan  $12\frac{1}{2}\%$  van die werknemer se besoldiging soos in subklousule (5) omskryf: Met dien verstande dat—
    - (i) die werknemer gedurende die eerste en/of laaste werkweek van die jaar die maksimum getal gewone ure moet gewerk het of geag word te gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te gewerk het; of
    - (ii) die werknemer gedurende die eerste week van indiensneeming die maksimum getal gewone ure moet gewerk het of geag word te gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te gewerk het; of
    - (iii) die werknemer 44 uur of langer in 'n week of die normale gewone ure van die bedryfsinrigting per week moet gewerk het of geag word te gewerk het waar dié gewone werkure minder as 44 uur is: Voorts met dien verstande dat indien 'n werknemer tot 'n halfuur minder as die voornoemde ure per week gewerk het of geag word te gewerk het, hy geag moet word dié ure te gewerk het;
  - (b) die Vakansiefondsgeld moet gelyk wees aan 10% van die werknemer se besoldiging soos in subklousule (5) omskryf indien die werknemer 'n kleiner getal gewone ure gewerk het of geag word te gewerk het as die ure wat in paraaf (a) (iii) voorgeskryf word; of indien die werknemer minder as 40 uur per week gewerk het of geag word te gewerk het, moet die Vakansiefondsgeld gelyk wees aan  $7\frac{1}{2}\%$  van die werknemer se besoldiging soos in subklousule (5) omskryf;
  - (c) die ure wat 'n werknemer voor of na die gewone aanvangs- en/of uitskeityd van die bedryfsinrigting gewerk het, moet, met die oog op die vasstelling van die persentasie Vakansiefondsgeld wat ingevolge paraaf (a) of (b) verskuldig is, bygevoeg word by die ure wat die werknemer gedurende die gewone aanvangs- en/of uitskeityd van die bedryfsinrigting gewerk het.
  - (5) (a) Vir die toepassing van hierdie klosule beteken „besoldiging“ die totale bedrag wat 'n werknemer met sy werk verdien, en dit word bereken deur die ure wat hy gewerk het of geag word te gewerk het te vermenigvuldig met die toepaslike uurloon of die loontarief per uur, na gelang van wanneer hy dié ure gewerk het, en dit sluit in die totale bedrag van die besoldiging wat aan 'n werknemer verskuldig is weens 'n onderbetaling van besoldiging wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is.
  - (b) Die woorde „die ure wat hy gewerk het“ in die omskrywing van „besoldiging“ in paraaf (a) beteken die totale ure wat 'n werknemer gedurende 'n bepaalde maand gewerk het of geag word te gewerk het of, indien die werknemer nie 'n maand gewerk het nie, dié korter dienstydperk.
  - (c) Die uitdrukking „geag word te gewerk het“ in die omskrywing van „besoldiging“ in paraaf (a) beteken sodanige tydperk toe dit nie vir die werknemer moontlik was om te werk nie vanweë korttyd of toe hy nie gewerk het nie terwyl hy besig was met militêre diens vir 'n maksimum tydperk van vier maande of met vakansieverlof met besoldiging was soos in klosule 13 (1) bedoel of met die toestemming of latere goedkeuring van die werkewer:
- Met dien verstande dat die bydrae van  $12\frac{1}{2}\%$  nie betaal hoeft te word vir 'n tydperk van afwesigheid van werk weens siekte van langer as 30 dae in 'n bepaalde jaar nie en wat nie 'n tydperk mag wees waartydens 'n werknemer „geag word te gewerk het“ nie.
- (d) Die uitdrukking „die loontarief per uur, na gelang van wanneer hy dié ure gewerk het“ in die omskrywing van „besoldiging“ in paraaf (a) beteken die loontarief betaalbaar per uur ingevolge klosules 7 en 11.
  - (6) (a) (i) Alle bedrae betaalbaar ingevolge subklousule (4) moet maand vir maand, en wel voor of op die 10de dag van elke maand wat volg op die een ten opsigte waarvan dit betaalbaar is, deur die werkewer aan die Sekretaris van die Raad vir storting in die Vakansiefonds van die Meubelnywerheid, Natal, betaal word. Wanneer sodanige betaling gedoen word, moet die werkewer 'n staat in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms verskaf.
  - (ii) 'n Werkewer wat agterstallig is met betalings ingevolge subparagraph (i) en wat, nadat hy skriftelik deur die Raad gewaarsku is, versuim om die uitstaande bedrae binne sewe dae na sodanige waarskuwing aan te stuur, moet, nadat die Raad hom dienooreenkomstig skriftelik in kennis gestel het, die bedrae ingevolge hierdie klosule betaalbaar week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag ná die betaaldag van die week ten opsigte waarvan die bedrae betaalbaar is. Die betaling wat ten opsigte van

of each calendar month shall be accompanied by the statement referred to in subparagraph (i). An employer to whom the provisions of this subparagraph have been applied may only upon being notified by the Council in writing, revert to the payment of the amounts payable in terms of this clause on the monthly basis provided for in terms of subparagraph (i).

- (iii) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1% per month or part thereof from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(b) Amounts payable in terms of subclause (4) shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement, and shall not be deducted from the remuneration of such employee.

(c) The Council shall keep a record of each employee in respect of whom payments are made to the Holiday Fund in terms of subclause (4) and of the amount paid to the Holiday Fund in respect of him.

(d) The Holiday Fund shall be utilised for the purpose of distribution to employees, not earlier than 6 December 1982 and not later than 17 December 1982, of the amount contributed by the employer in respect of such employees during the year ending on the last pay-day occurring in September.

(e) If an apprentice should receive holiday pay in terms of this clause which is less than the remuneration which he would have earned if the establishment had not been closed and he had worked the ordinary hours of work during the said leave period, his employer shall pay him, in addition to such holiday pay, an amount equal to the difference between his said holiday pay and the amount which he would have earned on the conditions aforesaid.

(f) Holiday pay which remains unclaimed for a period of two years from the date on which it became payable, shall accrue to the funds of the Council: Provided that the Council shall be liable for payment from Council funds of any holiday pay claimed during a further period of three years after such accrual to the Council's funds.

(7) (a) The Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Fund shall form a charge against the Council.

(b) All moneys paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund. All payments from the Fund shall be by cheque, drawn on the Fund's account, and such cheques shall be signed by two persons duly authorised by the Council. Moneys contributed to the Fund may be invested on fixed deposits or on call with a registered commercial bank or registered building society. Interest accruing from such investment shall be credited to the general funds of the Council.

(c) The Council shall appoint a public accountant for the purpose of auditing the accounts of the Fund. As soon as possible after 31 December in each year, the Council shall prepare an account of the revenue and expenditure of the Fund for the preceding 12 months and a statement showing the Fund's assets and liabilities, which shall be audited by the public accountant and countersigned by the Chairman and Secretary of the Council. The certified accounts and statements and any reports by the public accountant shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be transmitted to the Director-General of Manpower, Pretoria.

(d) 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 purpose similar to that for which the original Fund was established or be continued in a subsequent agreement negotiated within a period of 12 months from the date of expiry of this Agreement.

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

(f) 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

die laaste betaaldag van elke kalendermaand gestuur word, moet vergesel gaan van die staat in subparagraph (i) bedoel. 'n Werkewer op wie hierdie subparagraph toegepas is, kan, slegs nadat hy deur die Raad skriftelik aldus in kennis gestel is, terugkeer tot die betaling van die bedrae wat ingevolge hierdie klousule betaalbaar is op die maandelikse grondslag soos in subparagraph (i) bepaal.

(iii) Indien die Raad 'n bedrag wat ingevolge hierdie klousule betaalbaar is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkewer rente op sodanige bedrag betaal of op sodanige kleiner bedrag wat nog nie betaal is nie, bereken teen 1% per maand of gedeelte daarvan vanaf die 15de dag tot op die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad die reg het om na goedgunne betaling van die rente of 'n gedeelte daarvan kwyt te skeld.

(b) Die bedrae wat ingevolge subklousule (4) betaalbaar is, moet deur die werkewer inbetaal word benewens die besoldiging wat aan 'n werkewer ingevolge hierdie Ooreenkoms verskuldig is, en dit mag nie van die besoldiging van dié werkewer afgetrek word nie.

(c) Die Raad moet aantekening hou van elke werkewer ten opsigte van wie bydraes tot die Vakansiefonds ingevolge subklousule (4) gemaak word en van die bedrag wat ten opsigte van hom aan die Vakansiefonds inbetaal word.

(d) Die Vakansiefonds moet aangewend word vir die uitdeling aan die werkewers, nie voor 6 Desember 1982 en nie later as 17 Desember 1982 nie, van die bedrag wat die werkewer ten opsigte van sodanige werkewers bygedra het gedurende die jaar wat op die laaste betaaldag in September eindig.

(e) Indien 'n vakleerling vakansiebesoldiging ingevolge hierdie klousule ontvang wat minder is as die besoldiging wat hy sou verdien het indien die bedryfsinrigting nie gesluit was nie en hy die gewone werkure gedurende genoemde verloftydperk gewerk het, moet sy werkewer aan hom, benewens dié vakansiebesoldiging, 'n bedrag betaal wat gelyk is aan die verskil tussen sy genoemde vakansiebesoldiging en die bedrag wat hy op die voornoemde voorwaardes sou verdien het.

(f) Vakansiebesoldiging wat twee jaar lank onopgeëis bly vanaf die datum waarop dit betaalbaar was, val aan die Raad se fondse toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling uit die Raad se fondse van vakansiebesoldiging wat opgeëis word gedurende 'n verdere tydperk van drie jaar nadat dié geld aan die Raad se fondse toegeval het.

(7) (a) Die fonds moet deur die Raad geadministreer word en alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, moet ten laste van die Raad kom.

(b) Alle geld wat in die Fonds gestort word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds moet geskied per tjek, getrek op rekening van die Fonds, en sodanige tjeeks moet onderteken word deur twee persone wat behoorlik deur die Raad daartoe gemagtig is. Geld wat tot die Fonds bygedra word, kan op vaste deposito of as onmiddellik opvraagbaar in 'n geregistreerde handelsbank of 'n geregistreerde bouvereniging belê word. die algemene fondse van die Raad moet gekrediteer word met die rente op sodanige beleggings.

(c) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds te ouditeer. Die Raad moet so gou moontlik na 31 Desember elke jaar 'n rekening opstel van die inkomste en uitgawes van die Fonds vir die vorige 12 maande en 'n staat wat die bates en laste van die Fonds toon, en sodanige rekening en staat moet deur die openbare rekenmeester geouditeer en deur die Voorsitter en die Sekretaris van die Raad medeonderteken word. Die gesertifiseerde rekenings en state en 'n verslag daaroor deur die openbare rekenmeester moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na die einde van die tydperk waarop dit betrekking het aan die Direkteur-generaal van Mannekrag, Pretoria, gestuur word.

(d) Ingeval hierdie Ooreenkoms weens verloop van tyd verstyk of om 'n ander rede gestaak word, moet die Fonds deur die Raad geadministreer word totdat dit of gelikwiede of deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n soortgelyke doel as dié waarvoor die oorspronklike Fonds ingestel is, of voortgesit word in 'n latere ooreenkoms wat aangegaan word binne 'n tydperk van 12 maande vanaf die datum waarop hierdie Ooreenkoms verstyk.

(e) By die likwidasie van die Fonds ingevolge paragraaf (d), moet die geld wat na betaling van alle eise, met inbegrip van administrasie- en likwidasiekoste, nog in die kredit van die Fonds staan, in die algemene fondse van die Raad gestort word.

Ingeval die Raad gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, onbind word of ophou om te funksioneer oor-

any period in which this Agreement is binding, the Council or such other persons as the Registrar may designate in terms of section 34 (2) of the Act 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 purpose: Provided, however, that any vacancies occurring on such Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry, Natal, to ensure an equality of employer and employee representatives and alternates in the membership of the Council.

- (g) 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.
- (h) In the event of there being no Council in existence, the Fund shall be liquidated in the manner set forth in paragraph (e), 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.

#### 14. PROVISION OF TOOLS

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

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

#### 15. EXEMPTIONS

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

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

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

- (a) the full name of the person concerned;
  - (b) the provisions of the Agreement from which exemption is granted;
  - (c) the conditions fixed in accordance with the provisions of sub-clause (2);
  - (d) the period for which the exemption shall operate; and
  - (e) the reason for the exemption being granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
  - (b) retain a copy of each licence issued; and
  - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned and a further copy to the Divisional Inspector, Department of Manpower, Durban.

#### 16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 10c per week from the wage of each of his employees for whom a wage is prescribed in this Agreement (other than office employees). To the amount so deducted the employer shall add a like amount and pay the total sum to the Secretary of the Council not later than the 10th day of each month, submitting at the time of payment his wage register or an extract therefrom showing the names of employees, the period worked and the amount earned by each in respect of the amount forwarded.

(2) An employer who is in arrears with payments in terms of sub-clause (1) and who, after having been warned in writing by the Council, fails to forward the outstanding amount within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the form prescribed by the Council from time to time. An employer to whom the provisions of this subclause have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (1).

eenkomstig artikel 34 (2) van die Wet, moet die Raad of dié ander persone wat die Registrateur kragtens artikel 34 (2) van die Wet aanwys, voortgaan om die Fonds te administreer, en die lede van sodanige Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir sodanige doeinde: Met dien verstande egter dat 'n vakature wat in sodanige Raad ontstaan, deur die Registrateur uit die gelede van die werkgewers en die werknemers in die Meubelnywerheid, Natal, gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersverteenvoerders en hul plaasvervangers in die Raad eue groot is.

(g) Ingeval die Raad nie in staat is nie of onwillig is om sy pligte na kom van ingeval hy voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van sodanige raad moet uitvoer en wat vir daardie doel al die bevoegdhede van sodanige Raad besit.

(h) Ingeval daar geen Raad bestaan nie, moet die Fonds gelikwiede word soos in paragraaf (e) bepaal, en indien die sake van die Raad by sodanige verstryking alreeds afgehandel en sy bates verdeel is, moet die saldo van die Fonds ingevolge artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die raad uitgemaak het.

#### 14. VERSKAFFING VAN GEREEDSKAP

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

(2) Die werkewer moet op eie koste die gereedskap van die meubelmakers in sy diens verseker teen verlies of vernietiging deur brand of inbraak op die perseel. Elke meubelmaker moet, wanneer nodig, 'n opgawe voorlê van die gereedskap wat hy besit asook sodanige inligting as wat die versekeraars van tyd tot tyd vereis.

#### 15. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk vasstel waaroor sodanige vrystelling geldig is: Met dien verstande dat die Raad na goeddunke 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 word 'n sertifikaat uitrek wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
  - (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
  - (c) die voorwaardes wat kragtens subklousule (2) gestel is;
  - (d) die tydperk waaroor die vrystelling geldig is; en
  - (e) die rede waarom vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikaat wat uitgereik word in volgorde nommer;
  - (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
  - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkewer en nog 'n kopie aan die Afdelingsinspekteur van die Departement van Mannekrag, Durban, stuur.

#### 16. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkewer 10c per week af trek van die loon van elkeen van sy werknemers vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word (uitgesondert kantoorwerknemers). Die werkewer moet by die bedrag wat aldus agetrek is 'n gelyke bedrag voeg en die totale bedrag voor of op die 10de dag van elke maand aan die Sekretaris van die Raad stuur en terselfder tyd sy loonregister of 'n uittreksel daaruit voorlê wat die name aantoon van die werknemers asook die tydperk wat elkeen gewerk en die bedrag wat hy verdien het ten opsigte van die bedrag wat aangestuur is.

(2) 'n Werkewer wat met betalings ingevolge subklousule (1) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klosule week vir week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die vorm wat die Raad van tyd tot tyd voorskryf. 'n Werkewer op wie hierdie subklousule toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer tot die betaling van die bedrae betaalbaar ingevolge hierdie klosule op die maandelikse basis waarvoor daar in subklousule (1) voorsiening gemaak is.

(3) Should any amount due in terms of subclause (1) not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1% per month or part thereof from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

## 17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

(4) An employer who intends to cease being an employer shall notify the Secretary of the Council in writing, at least 14 days prior to the date on which he intends such cessation.

(5) Every employer shall in addition register with the Divisional Inspector, Department of Manpower, Durban, in compliance with the provisions of section 59 of the Act and section 11 of the Factories, Machinery and Building Works Act, 1941.

(6) Every employer in the Industry who on the date of coming into operation of this Agreement, and every employer who enters the Industry after the said date, shall, within seven days of such date, or of the date on which such 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 Fund in terms of clause 13;
    - (ii) levies to the Council in terms of clause 16;
    - (iii) Training Fund in terms of clause 4 of the Training Fund Agreement;
    - (iv) the Provident Fund in terms of clause 4 of Chapter II of the Provident Fund Agreement; and
    - (v) the Provident Fund in terms of clause 3 of Chapter II of the Supplementary Provident Fund Agreement:
- Provided that the minimum amount in cash or in respect of the guarantee so lodged shall be R500.
- (c) Where an employer engaged in the Industry on the date of coming into operation of this Agreement has for at least six months prior to such date not been in default of moneys due in terms of this Agreement, he shall be exempt from the provisions of this clause: Provided that, should he become in arrears with these payments, the exemptions shall be withdrawn.

(7) Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages, levies and contributions referred to in subclause (6), the employer shall on demand by the Council increase the cash or guarantee to an amount sufficient to cover such payments. An employer shall be permitted to reduce the amount in cash or guarantee, as the case may be, where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of the amount of cash or guarantee shall be required or permitted at intervals of less than six months: Provided further that the minimum amount shall be not less than R500 at any given time.

(8) The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of subclause (6) 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

(3) Indien die Raad 'n bedrag verskuldig ingevolge subklousule (1) nie ontvang teen die 15de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly rente betaal, bereken teen 1% per maand of gedeelte daarvan vanaf die 15de dag tot op die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad geregtig is om na goeddunke die betaling van sodanige rente of 'n gedeelte daarvan kwyt te skeld.

## 17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

- (a) Sy volle naam (waar die onderneming 'n maatskappy of 'n vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of die volle naam van die vennote verstrek word);
- (b) die adres waar die sakeonderneming gedryf word en die woonadres van die persone in paragraaf (a) bedoel;
- (c) die bedryf of bedrywe wat hy in die Nywerheid beroef;
- (d) die name van sy werknemers en die beroep waarin hulle werkzaam is.

(2) Waar die werkgewer 'n vennootskap is, moet die inligting wat ingevolge subklousule (1) in verband met elkeen van die vennote vereis word, asook die naam waaronder die vennootskap sake doen, verstrek word.

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

(4) 'n Werkgewer wat voornemens is om op te hou om werkgewer te wees, moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om op te hou skriftelik daarvan in kennis stel.

(5) Daarbenewens moet elke werkgewer hom ooreenkomsdig artikel 59 van die Wet en artikel 11 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, by die Afdelingsinspekteur van die Departement van Mannekrag, Durban, laat registreer.

(6) Elke werkgewer in die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat ná genoemde datum tot die Nywerheid toetree, moet binne sewe dae ná die datum of ná die datum waarop so 'n werkgewer met sy werkzaamhede begin, na gelang van die geval, 'n kontantbedrag of waarborg by die Raad deponeer wat vir die Raad aanvaarbaar is, ten einde die besoldiging ten opsigte van sy werknemers soos volg te dek:

- (a) Een week se lone;
- (b) 13 weke se heffings en bydraes ten opsigte van—
  - (i) die Vakansiefonds ingevolge klosule 13;
  - (ii) heffings aan die Raad ingevolge klosule 16;
  - (iii) die Opleidingsfonds ingevolge klosule 4 van die Opleidingsfondsooreenkoms;
  - (iv) die Voorsorgfonds ingevolge klosule 4 van Hoofstuk II van die Voorsorgfondsooreenkoms; en
  - (v) die Voorsorgfonds ingevolge klosule 3 van Hoofstuk II van die Aanvullende Voorsorgfondsooreenkoms:

Met dien verstande dat die minimum bedrag in kontant of ten opsigte van die waarborg aldus gedeponeer R500 moet wees.

(c) Waar 'n werkgewer wat by die Nywerheid betrokke is op die datum van inwerkingtreding van hierdie Ooreenkoms minstens ses maande voor dié datum nie agterstallig was met geld wat ingevolge hierdie Ooreenkoms verskuldig is nie, moet hy vrygestel word van hierdie klosule: Met dien verstande dat indien hy met hierdie betalings agterstallig raak die vrystellings ingetrek moet word.

(7) Waar die kontantbedrag of waarborg by die werkgewer gedeponeer onvoldoende is om die betaling van lone, heffings en bydraes te dek soos in subklousule (6) bedoel, moet die werkgewer in opdrag van die Raad die kontantbedrag of waarborg verhoog tot 'n bedrag wat voldoende is om dié betalings te dek. 'n Werkgewer moet toegelaat word om die kontantbedrag of waarborg, na gelang van die geval, te verminder waar 'n vermindering van die getal werknemers by sodanige werkgewer in diens dit regverdig: Met dien verstande dat geen vermindering van die kontantbedrag of waarborg vereis of toegelaat mag word met tussenpose van minder as ses maande nie: Voorts met dien verstande dat die minimum bedrag op 'n bepaalde tyd minstens R500 moet wees.

(8) Die Raad is daarop geregtig om 'n kontantbedrag of waarborg wat 'n werkgewer ingevolge subklousule (6) by die Raad gedeponeer het, aan te wend ter betaling van die bedrag wat so 'n werkgewer aan die Raad verskuldig is ten opsigte van heffings en bydraes of ter betaling van alle lone wat so 'n werkgewer aan een of meer van sy werknemers verskuldig is waar die Raad daarvan oortuig is dat sodanige lone

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 part 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 provisions of clauses 7 (1) and 8.

#### 19. EXHIBITION OF AGREEMENT

Every employer shall affix and keep in his establishment a legible copy of this Agreement, in both official languages, 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, shall be kept in the manner as prescribed by the Council from time to time, and shall be kept on the employer's factory premises where his employees actually work.

#### 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 for the guidance of employers and employees, expressions of opinion and rulings not inconsistent with the provisions thereof.

#### 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 in which the Furniture Manufacturing Industry is carried on at any time when he has reasonable causes 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 employees to answer the questions put;
  - (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibit 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 remuneration paid to each employee.
- (2) The agent, when entering, inspecting or examining any such premises or place, may take with him an interpreter.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

#### 24. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employer's organisation shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of such union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employer's organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of the employer's organisation.

(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 shall be the production of a card or a certificate signed by the secretary of the organisation concerned.

deur die betrokke werkgever aan die betrokke werknemers verskuldig en betaalbaar is: Met dien verstande dat die totale eis ten opsigte van een of meer werknemers hoogstens soveel is as die totale kontantbedrag of waarborg wat by die Raad gedeponeer is: Voorts met dien verstande dat die bedrag wat 'n werknemer geregig is om as loon te eis hoogstens dié gedeelte van die kontantbedrag van waarborg mag wees wat by die Raad gedeponeer is en wat die loon verteenwoordig.

#### 18. WERKENDE EIENAARS EN VENNOTE

Alle werkende eienaars en/of vennote moet klosules 7 (1) en 8 na-kom.

#### 19. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei ampelike tale op 'n opvallende plek in sy bedryfsinrigting waar sy werknemers maklik toegang daartoe het, opplaak en opgeplak hou.

#### 20. BYHOU VAN REGISTERS

Die tyd- en loonregisters wat bygehou moet word, moet bygehoud word op die wyse wat die Raad van tyd tot tyd voorskryf en moet gehou word op die werkgever se fabriekspersel waar sy werknemers werklik werk.

#### 21. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

#### 22. ADMINISTRASIE VAN OOREENKOMS

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

#### 23. AGENTE

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

Die agent het die reg om—

- (a) 'n perseel waar die Meubelnywerheid beoefen word te eniger tyd binne te gaan, te inspekteer en te ondersoek wanneer hy rede-like grond het om te vermoed dat iemand daaroor werkzaam is;
- (b) elke werknemer wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon na goed-dunke mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige werknemer te vereis om te antwoord op die vrae wat gestel word;
- (c) te vereis dat alle kennisgewings, boeke, lysse of dokumente wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, voorgelê word en om dit te ondersoek en 'n afskrif daarvan te maak;
- (d) te vereis dat alle betaalstate of boeke waarin daar boek gehou word van die werklike besoldiging wat aan elke werknemer betaal word, voorgelê word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Wanneer die agent sodanige perseel of plek binne gaan, inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.

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

#### 24. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Geen werkgever wat 'n lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van enige van die vakverenigings toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree 'n lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, 'n lid van sodanige vakvereniging word nie; en geen lid van enige van die vakverenigings mag in diens bly by 'n werkgever wat nie 'n lid is van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, 'n lid van die werkgewersorganisasie word nie.

(2) Vir die toepassing van hierdie klosule beteken lidmaatskap 'n lid ooreenkomsdig die konstitusie van die vakvereniging of die werkgewersorganisasie. Bewys van lidmaatskap van die vakvereniging of die werkgewersorganisasie bestaan uit die voorlegging van 'n kaart of sertifikaat wat onderteken is deur die sekretaris van die betrokke organisasie.

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

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

(5) The provisions of this clause shall not apply to an immigrant during the first year after date of his entry into the Republic of South Africa: Provided that, if any immigrant has at any time after 90 days from the commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

#### 24A. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade union the contributions payable to the trade union in terms of its constitution.

Subject to the provisions of subclause (2), all amounts payable in terms of this clause shall be paid by the employer to the Secretary of the Council month by month, and not later than the 10th day of each month following that in respect of which they are due. When making such payment the employer shall furnish a statement in the form prescribed by the Council from time to time.

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

#### 25. WAGES

Subject to the provisions of clause 10, no employer shall pay and no employee shall accept wages lower than those prescribed in Schedule A of this Agreement.

#### 26. EMPLOYMENT OF MINORS

No person under the age of 15 years shall be employed in the Industry.

#### 27. LEARNERS AND LEARNER JOURNEYMEN

(1) No employer shall employ any employee as a learner or a learner journeyman 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 or a learner journeyman 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 Council.

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner or a learner journeyman a certificate showing the name of the employee, age, class of work in which he is to be engaged, minimum wage payable to him, the name of the employer and the period for which the permission shall be effective.

(4) A duplicate 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 not longer operative.

(5) In determining the minimum wage payable to a learner or a learner journeyman any previous experience in the Industry may, at the discretion of the Council, be taken into consideration.

(6) (a) A learner or learner journeyman 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 classes of work in respect of which learnerships in bedding making shall be granted are—

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

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

(3) Die vakvereniging en die werkgewersorganisasie moet aan die Raad 'n lys versaf van alle lede van hul onderskeie organisasies wat bedank het, uitgesit en geskors is. By ontvangs van sodanige lyste, moet die Sekretaris van die Raad dié lid of lede van die betrokke organisasie mededeel dat sy lidmaatskapkaart of -sertifikaat vir die toepassing van hierdie klousule nie meer geldig is nie.

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

(5) Hierdie klousule is nie van toepassing op '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 90 dae vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om, op uitnodiging van die betrokke vakvereniging, lid daarvan te word, hierdie klousule onmiddellik in werking tree.

#### 24A. LEDEGELD VAN VAKVERENIGINGS

(1) Elke werkewer moet van die lone van al sy werkneemers (uitgesonder los werkneemers) wat lede van die vakverenigings is, die bedrae af trek wat ooreenkomsdig die konstitusie van die vakvereniging aan die vakvereniging betaalbaar is.

Behoudens subklousule (2) moet alle bedrae wat ooreenkomsdig hierdie klousule betaalbaar is maand vir maand voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan die aftrekking gemaak is deur die werkewer aan die Sekretaris van die Raad gestuur word. Wanneer die werkewer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word.

(2) 'n Werkewer wat met betalings ingevolge subklousule (1) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, verswim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge subklousule (1) week vir week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die vorm in subklousule (1) bedoel. 'n Werkewer op wie hierdie subklousule toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer tot die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in subklousule (1) voorsiening gemaak word.

#### 25. LONE

Behoudens klousule 10, mag geen lone wat laer is as dié wat in Bylae A van hierdie Ooreenkoms voorgeskryf word, deur 'n werkewer betaal en deur 'n werkneemers aangeneem word nie.

#### 26. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

#### 27. LEERLINGE EN LEERLINGVAKMANNE

(1) Geen werkewer mag 'n werkneemers as 'n leerling of 'n leerling-vakman in diens neem nie, tensy sodanige werkneemers in besit is van 'n sertifikaat wat deur die Raad uitgereik is en wat magtig verleen vir diens indiensneming as leerling of leerlingvakman.

(2) Aansoek om toestemming om as leerling of leerlingvakman te werk, moet op die voorgeskrewe vorm aan die Raad gering word en moet vergesel gaan van 'n dokterssertifikaat in die vorm soos in Annexure C voorgeskryf. Die koste van die mediese ondersoek moet deur die Raad gedra word.

(3) Die Sekretaris van die Raad moet aan elke werkneemers aan wie toestemming verleent is om as leerling of leerlingvakman te werk, 'n sertifikaat uitreik waarin die naam van die werkneemers, sy ouderdom, die klas werk waarvoor hy in diens geneem word, die minimum loon wat aan hom betaalbaar is, die naam van die werkewer en die tydperk waaroor die toestemming van krag is, gemeld word.

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

(5) By die bepaling van die minimum loon wat aan 'n leerling of 'n leerlingvakman betaalbaar is, kan alle vorige ondervinding in die Nywerheid na goeddunke van die Raad in aanmerking geneem word.

(6) (a) 'n Leerling of 'n leerlingvakman mag nie gedurende sy leertyd langer as drie maande dieselfde werk verrig sonder dat die Raad goedkeuring daaroor toegeleent nie.

(b) Die klasse werk ten opsigte waarvan leerlinge in bedeggoed-makery aangeneem word, is—

- (i) die vleg van veerdraadmaas; en
- (ii) die maak van matrassen.

(c) Die klasse werk ten opsigte waarvan leerlinge in naiers- of naaierswerk aangeneem word, is—

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

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

- (a) One learner to every three adult employees in receipt of the wages specified in clauses (XI) (i) and (XII) (i) of Schedule A to this Agreement;
- (b) one learner journeyman to every three or part of three employees in receipt of the wages specified in clauses (I) (i), (II), (III), (IV) (i), (V) (i), (VI) (i), (VII), (VIII) and (IX) (i) of Schedule A and employed in the trade in which the learner journeyman is to be trained.

(8) Where the Council is satisfied that proper facilities exist for the training of learners or learner journeymen and the requisite number of employees in receipt of the wages specified in subclause (7) (a) or (b) is not available, the ratio of learners may be extended.

(9) 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, after one week's notice in writing has been given to the employer and the employee, to withdraw any certificate issued in terms of this clause, whether or not the period for which permission was granted has expired.

(10) Learners or learner journeymen shall not be granted to establishments which have not been in existence for a consecutive period of 12 months or which the Council has good and sufficient reason to believe have inadequate facilities for training a learner.

(11) (a) The period of learnership for the classes of work referred to in subclause (6) (b) and (c) shall be two years, in four periods of six months.

(b) The period of learnership for the classes of work referred to in subclause (7) (b) shall be three years.

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

## 28. FORENOON AND AFTERNOON INTERVALS

Every employee shall be given an interval of 10 minutes in the morning and afternoon and a further 10 minutes when working overtime in excess of one hour, which shall be reckoned as time worked.

## 29. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

## 30. ABATEMENT OF WAGES

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

(2) Save as is provided in the Blacks (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.

## 31. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to the provisions of clause 9 (1), one hour's notice shall be given by the employer or employee to terminate a contract of employment: Provided that this shall not affect the right of an employer or employee to terminate a contract of employment without any notice for any cause recognised by law as sufficient.

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

(3) An employer or employee may terminate the contract of employment without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice an amount equal to

(i) glipsteekwerk, die stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koerde, gordynkappe, peule of gordyne;  
 (ii) die sny van matrasslope en -oortreksels en kussings.

(7) Die Raad kan op aansoek magtig verleen vir die indiensneming van leerlinge of leerlingvakmanne in die volgende getalsverhouding:

- (a) een leerling vir elke drie volwasse werknemers wat die loon ontvang wat in klosules (XI) (i) en (XII) (i) van Bylae A van hierdie Ooreenkoms voorgeskryf word;
- (b) een leerlingvakman vir elke drie of deel van drie werknemers wat die loon ontvang wat in klosules (I) (i), (II), (III), (IV) (i), (V) (i), (VI) (i), (VII), (VIII) en (IX) (i) van Bylae A voorgeskryf word en wat in diens is in die ambag waarin die leerlingvakman opgeleid moet word.

(8) Waar die Raad daarvan oortuig is dat daar behoorlike fasilitete bestaan vir die opleiding van leerlinge of leerlingvakmanne en die vereiste getal werknemers wat die lone ontvang soos in subklosule (7) (a) of (b) gespesifieer nie beskikbaar is nie, kan die getalsverhouding van leerlinge vergroot word.

(9) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasilitete verskaf word nie of om 'n ander afdoende rede, 'n sertifikaat wat kragtens hierdie klosule uitgereik is na een week skriftelike kennisgewing aan die werkewer en die werknemer in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

(10) Leerlinge of leerlingvakmanne word nie toegelaat in bedryfsinrigtings wat nie vir 'n aaneenlopende tydperk van minstens 12 maande bestaan nie of ten opsigte waarvan die Raad afdoende rede het om te vernoed dat sodanige bedryfsinrigting geen toereikende fasilitete vir die opleiding van leerlinge het nie.

(11) (a) Die leertyd vir die klasse werk in subklosule (6) (b) en (c) bedoel, is twee jaar, in vier tydperke van ses maande.

(b) Die leertyd vir die klasse werk in subklosule 7 (b) bedoel, is drie jaar.

(12) Ondanks die verstryking van vorige ooreenkoms vir die Nywerheid, moet die Raad voortgaan om leerlingsertifikate te administreer wat kragtens sodanige vorige ooreenkoms uitgereik is, totdat sodanige sertifikaat weens tydsverloop verval het of op 'n ander manier deur die Raad gekanselleer of ingetrek is.

## 28. POUSES IN DIE VOOR- EN NAMIDDAG

Daar moet aan elke werknemer 'n pose van 10 minute in die voor-en die namiddag toegestaan word en 'n verdere 10 minute as daar langer as een uur oortyd gewerk word, wat gereken moet word as tyd gewerk.

## 29. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

'n Werknemer wat op 'n bepaalde dag werk verrig waarvoor verskillende lone voorgeskryf word, moet vir al die ure op sodanige dag gewerk die hoogsteloon betaal word wat vir sodanige werk voorgeskryf word.

## 30. LOONSVERMINDERING

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

(2) Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag daar van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning van sy werkewer of van 'n plek deur sy werkewer aangewys, te ontvang nie of om goedere van sy werkewer te koop of eiendom van hom te huur nie.

## 31. BEËINDIGING VAN DIENSKONTRAK

(1) Behoudens klosule (9) (1), moet die werkewer of die werknemer een uur vooraf kennis gee van die beëindiging van 'n dienskontrak: Met dien verstande dat die reg van 'n werkewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig, nie hierdeur geraak word nie.

(2) Ondanks subklosule (1) kan 'n werkewer en 'n werknemer ooreenkomaan om vir 'n langer tydperk as een uur kennis te gee. Versuim om so 'n reëeling na te kom, is 'n oortreding van hierdie klosule, mits dié Ooreenkoms skriftelik bekragtig is.

(3) 'n Werkewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur, in plaas van kennisgewing, 'n bedrag gelyk aan minstens die loon vir een uur of vir dié langer tydperk waaroor die werkewer en sy werknemer kragtens subklosule (2) ooreengekom

not less than the wages for one hour or for such longer period as agreed upon by the employer and his employee in terms of subclause (2).

(4) The notice referred to in subclauses (1) and (2) shall not run concurrently with or shall not be given during—

- (a) any period of military service;
- (b) the holiday period referred to in clause 13 (2);
- (c) any period of illness not exceeding two weeks in any one year.

### 32. PROHIBITED EMPLOYMENT

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

### 33. EMPLOYMENT OF HAND SANDERS, STAINERS AND DOWEL KNOCKERS

(1) No employer shall employ any person as a hand sander, stainer or dowel knocker, unless such employee is in possession of a certificate issued by the Council authorising his employment in such classes of work.

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

### 34. BASIS OF PAYMENT

Payment for all work done shall be at the rate of wages prescribed for the class of work performed, and shall not be based upon the technical skill or qualification of the employee concerned.

### 35. HOURLY RATE

All work performed by employees shall be paid for at an hourly rate as defined in clause 3.

### 36. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the period of this Agreement.

### 37. DRIVERS OF MOTOR VEHICLES

Notwithstanding anything to the contrary in this Agreement and subject to subclause E, the following provisions shall apply to drivers of motor vehicles, whether employed on a casual or weekly basis in the areas specified in clause 1 of this Agreement:

#### A.—Definitions

In addition to the definitions contained in clause 3 of this Agreement and unless the contrary intention appears, the following definitions shall apply to drivers of motor vehicles:

“Casual employee” means a driver of a motor vehicle who is employed by the same employer on not more than two days in any week;

“driver of motor vehicle” means an employee who is engaged in driving a motor vehicle as defined herein;

“essential services” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade or transportation for the purpose of national defence or police services;

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

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

“pay-load” means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by any authority empowered by law to issue licences or certificates in respect of such vehicles;

het, aan die werknemer te betaal of aan die werkewer te betaal of te verbeur, na gelang van die geval.

(4) Die kennisgewing in subklousules (1) en (2) bedoel, mag nie saamval met of mag nie gegee word nie gedurende—

- (a) ‘n tydperk van militêre diens;
- (b) die vakansietydperk in klosule 13 (2) bedoel;
- (c) ‘n tydperk van afwesigheid weens siekte van hoogstens twee weke in ‘n bepaalde jaar.

### 32. VERBODE INDIENSNEMING

Behoudens artikel 83 van die Wet, word geen bepaling in hierdie Ooreenkoms wat die indiensneming van of werkverskaffing aan ‘n werknemer in ‘n klas werk of op voorwaardes verbied, geag die werkewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het as sodanige indiensneming of werkverskaffing nie verbode was nie.

### 33. INDIENSNEMING VAN HANDSKUURDERS, BEITSERS EN TAPPENKLOPPERS

(1) Geen werkewer mag iemand as ‘n handskuurder, beitsier of tappenklopper in diens neem nie, tensy so ‘n werknemer in besit is van ‘n sertifikaat wat die Raad uitgereik het en waarby magtig verleen word om hom vir sodanige klasse werk in diens te neem.

(2) ‘n Kopie van elke toestemmingsertifikaat wat ooreenkombig hierdie klosule uitgereik is, moet gestuur word aan die werkewer wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

### 34. GRONDSLAG VAN BETALING

Daar moet vir alle werk wat verrig is, betaal word teen die loon voorgeskryf vir die klas werk wat verrig is, en sodanige betaling mag nie op die tegniese bedrevenheid of kwalifikasies van die betrokke werknemer gegrond word nie.

### 35. UURLOON

Daar moet vir alle werk wat deur werknemers verrig word betaal word teen ‘n uurloon soos in klosule 3 omskryf.

### 36. ULTRA VIRES

Indien ‘n bepaling van hierdie Ooreenkoms deur ‘n hof met regsvoegheid *ultra vires* verklaar word, word die ander bepaling van hierdie Ooreenkoms geag die Ooreenkoms uit te maak en bly dit van krag vir die tydperk van hierdie Ooreenkoms.

### 37. DRYWERS VAN MOTORVOERTUIE

Ondanks andersluidende bepaling in hierdie Ooreenkoms en behoudens subklousule E is onderstaande bepaling op die drywers van motorvoertuie van toepassing, afgesien daarvan of hulle op ‘n los of op ‘n weeklikse grondslag in diens is in die gebiede in klosule 1 van hierdie Ooreenkoms gespesifieer:

#### A.—Woordomskrywing

Benewens die omskrywing in klosule 3 van hierdie Ooreenkoms vervat en tensy die teenoorgestelde bedoeling blyk, is onderstaande omskrywings van toepassing op die drywers van motorvoertuie:

“Los werknemer” beteken ‘n drywer van ‘n motorvoertuig wat hoogstens twee dae in ‘n week by dieselfde werkewer in diens is;

“drywer van ‘n motorvoertuig” beteken ‘n werknemer wat ‘n motorvoertuig soos hierin omskryf, dryf;

“noodsaaklike diens” beteken werk wat weens oorsake soos ‘n brand, storm, ongeluk, gewelddaad of dieftsal sonder versuim gedoemoet word en werk wat vir die vervoer van masjinerie nodig is ten einde ernstige ontwrigting in ‘n bedryf te voorkom of wat nodig is vir vervoer vir landsverdedigingsdoleindes of polisiewerk;

“werkure” sluit in alle tydperke waarin daar gedryf word en alle tyd wat die drywer aan ander werk bestee wat in verband staan met die motorvoertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te werk wanneer dit van hom vereis word;

“motorvoertuig” beteken ‘n vervoermiddel wat gebruik word vir die vervoer van goedere en wat op ‘n ander manier aangedryf word as deur mense- of dierekrag, en ook ‘n trekker en ‘n voorhaker;

“loonvrag” beteken die netto dravermoë of die netto vrag wat ‘n voertuig mag dra of trek ooreenkombig ‘n motortransportsertifikaat of vrystellingssertifikaat wat ten opsigte van sodanige voertuig uitgereik is deur ‘n owerheid wat by wet gemagtig is om lisensies of sertifikate ten opsigte van sodanige voertuie uit te reik;

"trailer" means any conveyance attached to and drawn by a vehicle but does not include the first conveyance attached to and drawn by a tractor or a vehicle known as a "mechanical horse"; "weekly employee" means an employee who is employed by the week.

#### B.—Remuneration

(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

	Per week R
(a) Driver to a motor vehicle, other than steam-propelled, authorised to carry or haul a pay-load of—	
(i) up to and including 4 530 kg .....	58,60
(ii) over 4 530 kg and up to and including 6 350 kg .....	60,65
(iii) over 6 350 kg .....	67,89
(b) Driver of steam-propelled vehicle .....	67,89
(c) A casual employee driving a motor vehicle, other than steam-propelled .....	
(d) Casual employee driving a steam-propelled vehicle .....	

Daily rate = prescribed weekly wage, plus 10%, divided by 5.

Per week  
R

(e) Drivers of forklift trucks, tractors, scooters or passenger cars .....	49,43
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(2) *Trailers.*—An employee who drives a vehicle to which there is attached one or more trailers shall be paid, in addition to the basic wage rates applicable to him in terms of this clause, not less than R2,00 per day for each trailer, with a maximum of R10,00 in any week.

(3) *Differential rates.*—The provisions of clause 29 of this Agreement shall apply *mutatis mutandis* to employees who drive motor vehicles: Provided that the remuneration payable to an employee, other than a casual employee, in respect of any one day shall be not less than one fifth of the weekly remuneration prescribed herein.

(4) *Subsistence allowance.*—An employer shall, in addition to any other remuneration due, pay his employee, who on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence of not less than—

- (a) where it is necessary for the employee to obtain an evening meal and bed: R7,50;
- (b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R9,00;
- (c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R11,00.

#### C.—Payment of remuneration

(1) The provisions of clause 10 of this Agreement shall apply: Provided that a casual employee shall be paid his remuneration in cash on termination of employment.

(2) The wages set out in Schedule A shall be the minimum weekly wages prescribed for the respective classes of work enumerated therein: Provided that on each occasion the minimum prescribed wage shall be increased in terms of this Agreement. An employee who is in receipt of a wage in excess of the minimum prescribed wage for the class of work performed by him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the difference between the wage previously prescribed and the wage prescribed in this Agreement for the class of work in which he is employed.

#### D.—Hours of work

(1) The ordinary hours of work of an employee shall not exceed those prescribed in clause 7.

(2) *Meal intervals.*—An employee shall be allowed one hour for a meal after five hours of work during which interval no work shall be performed: Provided that if an employer requires his employee to take

„sleepwa" beteken 'n vervoermiddel wat geheg is aan en getrek word deur 'n voertuig, maar sluit nie die eerste vervoermiddel in wat geheg is aan en getrek word deur 'n trekker of 'n voertuig wat as 'n "voorhaker" bekend staan nie; „weeklikse werknemer" beteken 'n werknemer wat per week in diens geneem word.

#### B.—Besoldiging

(1) Geen lone wat laer is as dié wat hieronder voorgeskryf word, mag deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie:

	Per week R
(a) Drywer van 'n motorvoertuig, uitgesonderd een wat deur stoom aangedryf word, wat gemagtig is om 'n loonvrag te dra of te trek van—	
(i) tot en met 4 530 kg .....	58,60
(ii) meer as 4 530 kg en tot en met 6 350 kg .....	60,65
(iii) meer as 6 350 kg .....	67,89
(b) Drywer van 'n stoomaangedrewe voertuig .....	67,89
(c) Los werknemer wat 'n motorvoertuig dryf, uitgesonderd een wat deur stoom aangedryf word .....	

Per dag = voor-geskreve weekloon, plus 10%, gedeel deur 5.

	Per dag = voor-geskreve weekloon, plus 10%, gedeel deur 5.
(d) Los werknemer wat 'n stoomaangedrewe voertuig dryf .....	

Per week  
R

(e) Drywers van vurkhyswaens, trekkers, bromponies of passasiersmotors .....	49,43
(2) <i>Sleepwaens.</i> —'n Werknemer wat 'n voertuig dryf waaraan daar een of meer sleepwaens geheg is, moet, benewens die basieseloon wat ingevolge hierdie klousule op hom van toepassing is, minstens R2,00 per dag betaal word vir elke sleepwa, met 'n maksimum van R10,00 per week.	

(3) *Differensiële lone.*—Klousule 29 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op werknemers wat motorvoertuie dryf: Met dien verstande dat die besoldiging wat aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is ten opsigte van 'n bepaalde dag, minstens 'n vyfde moet wees van die weeklikse besoldiging wat hierin voorgeskryf word.

(4) *Verblyftoelae.*—'n Werkewer moet, benewens alle ander ver-skuldige besoldiging, aan sy werknemer wat op 'n reis by die uitvoering van sy pligte vir 'n tydperk wat oor een of meer nagele strek van sy woonplek en sy werkewer se bedryfsinrigting afwesig is, 'n verblyftoelae van minstens die volgende betaal:

- (a) Waar dit vir die werknemer nodig is om 'n aandete en 'n bed te bekom: R7,50;
- (b) waar dit vir die werknemer nodig is om 'n aandete, bed en ontbyt te bekom: R9,00;
- (c) waar dit vir die werknemer nodig is om 'n bed, ontbyt, middag en aandete te bekom: R11,00.

#### C.—Betaling van besoldiging

(1) Klousule 10 van hierdie Ooreenkoms is van toepassing: Met dien verstande dat 'n los werknemer by beëindiging van sy diens sy besoldiging in kontant betaal moet word.

(2) Die lone in Bylae A uiteengesit, is die minimum weeklonne voorgeskryf vir die onderskeie klasse werk wat daarin genoem word: Met dien verstande dat die minimum voorgeskreve loon by elke geleentheid ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskreve loon vir die klas werk wat hy verrig, moet, ondanks andersluidende bepalings hierin, 'n verhoging ontvang wat gelyk is aan die verskil tussen die loon voorheen voorgeskryf en die loon wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig.

#### D.—Werkure

(1) Die gewone werkure van 'n werknemer mag hoogstens dié wees wat in klousule 7 voorgeskryf word.

(2) *Etenspouses.*—Nadat 'n werknemer vyf uur gewerk het, moet 'n etenspouse van een uur aan hom toegestaan word, en gedurende sodanige pouse mag daar geen werk verrig word nie: Met dien verstande dat as 'n werkewer van sy werknemer vereis om 'n etenspouse te neem

more than one hour for a meal, all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

(3) *Hours of work to be consecutive.*—Subject to the provisions of paragraph (2), all hours of work on any day shall be consecutive.

#### E.—Overtime

The provisions of this subclause shall apply to drivers and assistants employed in the delivery of goods.

(1) All hours worked in excess of the weekly or daily number of ordinary hours prescribed in clause 7, shall be deemed to be overtime.

(2) An employer shall not require or permit his employee to work overtime for more than 20 hours in any week without permission of the Council.

(3) *Essential services.*—The provisions of paragraph (2) shall not apply during the performance of essential services.

#### F.—Payment for overtime

(1) An employee who works overtime shall be paid in accordance with clause 11 of this Agreement.

(2) *Payment for essential services.*—An employee engaged on essential services shall be paid, in respect of each hour or part thereof of overtime in excess of the limitation referred to in subclause E (2), not less than—

- (a) in the case of a weekly employee, double the weekly remuneration prescribed in subclause B (1) (a) and (b), divided by 44;
- (b) in the case of a casual employee, double the remuneration prescribed in subclause B (1) (c) and (d), divided by nine.

#### G.—Rest periods

An employer shall give an employee, other than an employee referred to in subclause E (3)—

- (a) at least 12 consecutive hours for rest in any period of 24 hours, calculated from the time the employee commences work on any day;
- (b) one complete day of rest in every seven consecutive days.

#### H.—Holidays

The provisions of clause 13 shall apply to motor vehicle drivers: Provided that, in the case of casual employees, the employer shall pay to such employee on termination of his employment, leave pay at the rate of 12½% of the remuneration earned by him during his employment.

#### J.—Sick leave

(1) An employee who has completed three months' employment with the same employer and who is absent from work owing to sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941) not caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding 10 working days in the aggregate in any one year of employment and shall be paid in respect of each day an amount of not less than one fifth of the weekly remuneration which the employee was receiving immediately prior to the date of such leave: Provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.

(2) For the purposes of this subclause, the expression "employment" shall be deemed to include—

- (a) any period of military service;
  - (b) the holiday period referred to in clause 13 (2);
  - (c) any period during which an employee is absent on the instructions or at the request of the employer;
- amounting in the aggregate in any year to not more than three weeks in respect of (b) and (c), plus up to four months of the period of any service referred to in (a) undergone in that year.

#### K.—Uniforms

An employer who requires his employee to wear a uniform shall provide and launder or clean the same free of charge, and it shall remain the property of the employer.

#### L.—Certificate of service

An employer shall, upon termination of the contract of employment of an employee, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and

wat langer as een uur is, alle tyd wat sodanige pose langer as een uur duur, geag word deel van die gewone werkure uit te maak.

(3) *Werkure moet aaneenlopend wees.*—Behoudens paragraaf (2) moet alle werkure op 'n dag aaneenlopend wees.

#### E.—Oortydwerk

Hierdie subklousule is van toepassing op drywers en assistente wat goedere aflewer.

(1) Alle tyd wat daar langer gewerk word as die getal gewone weeklikse of daagliks werkure soos in klousule 7 voorgeskryf, word geag oortydwerk te wees.

(2) 'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om sonder die toestemming van die Raad meer as 20 ure oortyd in 'n week te werk nie.

(3) *Noodsaaklike dienste.*—Paragraaf (2) is nie gedurende die verrigting van noodsaaklike dienste van toepassing nie.

#### F.—Betaling vir oortydwerk

(1) 'n Werknemer wat oortyd werk, moet ooreenkomsdig klousule 11 van hierdie Ooreenkoms betaal word.

(2) *Betaling vir noodsaaklike dienste.*—'n Werknemer wat noodsaaklike dienste verrig, moet ten opsigte van elke uur of gedeelte van 'n uur wat hy langer oortyd werk as die beperking in subklousule E (2) opgelê minstens die volgende betaal word:

- (a) In die geval van 'n weeklikse werknemer, dubbel die weeklikse besoldiging in subklousule B (1) (a) en (b) voorgeskryf, gedeel deur 44;
- (b) in die geval van 'n los werknemer, dubbel die besoldiging in subklousule B (1) (c) en (d) voorgeskryf, gedeel deur nege.

#### G.—Rustye

'n Werkewer moet aan 'n werknemer, uitgesonderd 'n werknemer in subklousule E (3) bedoel—

- (a) minstens 12 agtereenvolgende rusure toestaan in 'n tydperk van 24 uur, gereken vanaf die tyd waarop die werknemer op 'n betaalde dag met sy werk begin;
- (b) een volle dag rus toestaan in elke tydperk van sewe agtereenvolgende dae.

#### H.—Vakansiedae

Klousule 13 is op drywers van motorvoertuie van toepassing: Met dien verstande dat, in die geval van los werknemers, die werkewer so 'n werknemer by die beëindiging van sy diens verlofbesoldiging van 12½% van die besoldiging wat hy gedurende sy diens verdien het, moet betaal.

#### J.—Siekteverlof

(1) 'n Werknemer wat drie maande diens by dieselfde werkewer voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, skadeloosstelling betaalbaar is), wat nie deur die werknemer se eielatigheid of wangedrag veroorsaak is nie, moet siekterverlof van hoogstens 10 werkdae altesaam in 'n bepaalde jaar diens toegestaan word en moet ten opsigte van elke dag 'n bedrag van minstens een vyfde van die weekloon betaal word wat so 'n werknemer onmiddellik voor die datum van sodanige verlof ontvang het: Met dien verstande dat 'n werkewer van sy werknemer kan vereis om 'n dokterssertifikaat ten opsigte van 'n tydperk van afwesigheid van langer as twee dae voor te le as bewys van sodanige siekte of ongeluk.

(2) Vir die toepassing van hierdie subklousule, word die uitdrukking „diens“ geag die volgende in te sluit:

- (a) 'n Tydperk van militêre diens;
  - (b) die vakansietydperk in klousule 13 (2) bedoel;
  - (c) 'n tydperk waarin 'n werknemer op las of op versoek van sy werkewer van sy werk afwesig is;
- wat in 'n bepaalde jaar altesaam hoogstens drie weke beloop ten opsigte van (b) en (c), plus tot vier maande van die dienstydperk in (a) bedoel wat gedurende daardie jaar ondergaan is.

#### K.—Uniforms

'n Werkewer wat van 'n werknemer vereis om 'n uniform te dra, moet sodanige uniform gratis verskaf en laat was en stryk of skoonmaak, en sodanige uniform bly die eiendom van die werkewer.

#### L.—Dienssertifikaat

'n Werkewer moet by die beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, so 'n werknemer voorsien van 'n dienssertifikaat wat die volle naam van die werkewer en dié van

of the employee, the date of commencement of the contract of employment, the date of termination thereof and the rate of remuneration at the date of such termination.

#### M.—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:

Name of employer .....	
Name of driver .....	
Type of vehicle and authorised pay-load .....	
Number of trailers attached to vehicle .....	
Time of starting work .....	
Time of finishing work .....	
Number of ordinary hours worked .....	
Meal interval(s) from ..... to .....	
Breakdowns, accidents and/or other delays .....	

Signature of driver

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

(2) Every employee, upon being provided with the log-book referred to in paragraph (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 as shall within 24 hours of the completion of the day's work to which it relates, deliver a completed copy thereof to his employer.

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

#### N.—Clauses not applicable

The provisions of clauses 5, 9, 14, 21, 24, 24A, 27 and 35 shall not apply to drivers of motor vehicles.

### 38. ATTENDANCE BONUS

(1) An employer shall pay his weekly-paid employees for whom wages are prescribed in this Agreement (excluding office employees and prototype workers) an attendance bonus of R2,50 per week: Provided that—

- (i) an employee shall be present at work for at least 35 normal hours in a 44-hour working week;
- (ii) the bonus so paid shall not be taken into account for the purpose of calculating remuneration for overtime in terms of clause 11, holiday pay in terms of clause 13 and contributions payable to the Council.

(2) An employer shall pay his employees (excluding office employees and prototype workers) who, under exemption, are paid on a monthly basis, an attendance bonus of R10 per month.

For the purposes of this clause, "prototype worker" means employees who are engaged in making samples of furniture only prior to manufacturing quantities.

### 39. PAID SICK LEAVE

(1) An employer shall grant to any employee who is not a member of the Natal Furniture Workers' Sick Benefit Society, continued in terms of the Agreement published under Government Notice R.1236 of 8 July 1977, as amended, and employed by him and who is absent from work through incapacity—

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

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

- (i) during the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stat-

die werknemer, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan en die besoldiging op die datum van sodanige beëindiging moet aantoon.

#### M.—Logboek

(1) Elke werkewer moet 'n logboek met duplikaatfolio's verskaf vir die gebruik van elke werknemer, en sodanige logboek moet so na doenlik in die volgende vorm wees:

Naam van werkewer .....	
Naam van drywer .....	
Tipe voertuig en gemagtigde loonvrag .....	
Getal sleepwaens aan voertuig geheg .....	
Hoe laat werk begin .....	
Hoe laat werk beëindig is .....	
Getal gewone ure gewerk .....	
Etenspouse(s) van ..... tot .....	
Onklaarraking, ongelukke en/of ander oponthoude .....	

Handtekening van drywer

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

(2) Wanneer 'n werknemer voorsien word van die logboek in paraaf (1) bedoel, moet hy, tensy hy deur siekte of 'n ander onvermydelike oorsaak verhinder word om dit te doen, die daagliks logboek so na moontlik in die voorgeskrewe vorm in tweevoud byhou ten opsigte van elke dag se werk en moet hy binne 24 uur na die voltooiing van die dag se werk waarop dit betrekking het 'n ingevulde kopie daarvan by sy werkewer inlewer.

(3) Elke werkewer moet die ingevulde kopie van die daagliks logboek vir 'n tydperk van drie jaar bewaar na die datum waarop dit ingevul is.

#### N.—Klousules nie van toepassing nie

Klousules 5, 9, 14, 21, 24, 24A, 27 en 35 is nie op die drywers van motorvoertuie van toepassing nie.

### 38. BYWONINGSBONUS

(1) 'n Werkewer moet aan sy weeklikse besoldigde werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd kantoorwerknemers en prototipe-werknemers, 'n bywoningsbonus van R2,50 per week betaal: Met dien verstande dat—

- (i) 'n werknemer minstens 35 gewone ure in 'n werkweek van 44 uur by die werk aanwesig moet wees;
- (ii) die bonus wat aldus betaal word, buite rekening gelaat moet word by die berekening van betaling vir oortydwerk ingevolge klousule 11, Vakansiefondsgeld ingevolge klousule 13 en bydraes betaalbaar aan die Raad.

(2) 'n Werkewer moet aan sy werknemers, uitgesonderd kantoorwerknemers en prototipe-werknemers, wat ingevolge vrystelling op 'n maandelikse grondslag besoldig word, 'n bywoningsbonus van R10 per maand betaal.

Vir die toepassing van hierdie klousule, beteken „prototipe-werknemers“ werknemers wat net monsters van meubels maak voordat hoeveelhede daarvan vervaardig word.

### 39. SIEKTEVERLOF MET BESOLDIGING

(1) 'n Werkewer moet aan elke werknemer wat nie lid is van die Siektebystandsvereniging van Natalse Meubelwerkers nie, wat voortgesit word ingevolge die Ooreenkoms gepubliseer by Goewermentskeniswering R.1236 van 8 Julie 1977, soos gewysig, en wat by hom in diens is en weens ongeskiktheid van sy werk afwesig is, altesaam—

- (a) in die geval van 'n werknemer wat vyf dae in 'n week werk, minstens 10 werkdae; en
- (b) in die geval van alle ander werknemers, minstens 12 werkdae; siekterlof toestaan gedurende elke tydperk van 12 agtereenvolgende maande diens by hom en sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal van minstens die besoldiging wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie geregurg is op siekterlof met volle besoldiging teen meer as, in die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltoode tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltoode maand diens nie;
- (ii) 'n werkewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie klousule deur 'n werknemer geëis word ten opsigte van afwesigheid van sy werk vir 'n tydperk van langer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat voor te le wat deur 'n ge-

ing the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payments in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;

- (iii) this clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his remuneration for 10 or 12 working days, as the case may be, in each period of 12 months of employment.

(2) For the purposes of this clause—

- (a) "remuneration" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;
- (b) "employment" includes any period during which an employee—
  - (i) is on leave in terms of clause 13 (2);
  - (ii) is on sick leave in terms of this clause;
  - (iii) is absent from work on the instructions or at the request of his employer;
  - (iv) is undergoing military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) and undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this clause shall for the purposes of this clause be deemed to be employment, and any sick leave with remuneration in full granted to such an employee during the period of such employment shall for the purposes of this clause be deemed to have been granted under this clause; and

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

- (3) (a) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date; or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(b) For the purposes of this clause—

- (i) the ordinary remuneration for one hour of an employee, other than an employee referred to in subclause (2) (c), shall be calculated on the basis of the number of hours ordinarily worked and the remuneration ordinarily received by him during a week;
- (ii) the ordinary remuneration of any employee for a day shall be calculated on the basis of his ordinary remuneration for one hour and the number of hours which he ordinarily works on such day; and
- (iii) the ordinary weekly remuneration of an employee who receives his remuneration monthly, shall be determined by dividing the remuneration so ordinarily received by him by four and a third.

registreerde mediese praktisyen onderteken is en die aard en duur van die werknemer se ongeskiktheid vermeld, en indien 'n werknemer gedurende 'n tydperk van tot agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik ná die jongste sodanige geval van hom kan vereis om so 'n sertifikaat ten opsigte van afwesigheid van werk voor te lê;

- (iii) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek 'n werkgever minstens net soveel as die werknemer bydra tot 'n fonds of organisasie deur die werknemer benoem en wat aan die werknemer in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit die betaling waarborg wat altesaam minstens gelyk is aan sy besoldiging vir 10 of 12 werkdae, na gelang van die geval, in elke tydperk van 12 maande diens.

(2) Vir die toepassing van hierdie klousule—

- (a) omvat „besoldiging“ die lewenskostetoeleae wat regtens van andersins aan 'n werknemer betaal word of betaalbaar is;

- (b) omvat „diens“ die tydperk waartydens 'n werknemer—

- (i) met verlof is ingevolge klousule 13 (2);
- (ii) met siekteverlof is ingevolge hierdie klousule;
- (iii) van sy werk afwesig is in opdrag of op versoek van sy werkgever;
- (iv) militêre diens ondergaan ingevolge die Verdedigingswet, 1957;

wat altesaam in 'n jaar hoogstens 10 weke beloop ten opsigte van die tydperke in subparagraphs (i), (ii) en (iii) bedoel, plus hoogstens vier maande van 'n tydperk van militêre diens in subparagraph (iv) bedoel en wat in daardie jaar ondergaan word, en alle aaneenlopende diens van 'n werknemer by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie klousule moet vir die toepassing van hierdie klousule geag word diens te wees, en alle siekteverlof met volle besoldiging wat aan so 'n werknemer gedurende die tydperk van sodanige diens toegestaan is, moet vir die toepassing van hierdie klousule geag word ingevolge hierdie klousule toegestaan te wees; en

- (c) beteken „ongeskiktheid“ onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering as gevolg van 'n werknemer se eie wangedrag: Met dien verstande dat sodanige onvermoë om te werk as gevolg van 'n ongeluk of 'n vergoedingspligte siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is as ongeskiktheid geag moet word slegs gedurende die tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge dié Wet betaalbaar is nie.

- (3) (a) Wanneer 'n werknemer op 'n ander grondslag besoldig word as ooreenkomsdig die tyd wat hy werklik gewerk het, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet dit op 'n bepaalde datum vasgestel word deur die totale besoldiging gedurende die drie maande onmiddellik voor dié datum of gedurende sy totale dienstdyperk by die betrokke werkgever, en wel die kortste tydperk, te deel deur die getal ure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(b) Vir die toepassing van hierdie klousule—

- (i) moet die gewone besoldiging per uur van 'n werknemer, uitgesonderd 'n werknemer in subklousule (2) (c) bedoel, bereken word op grondslag van die getal ure wat hy gewoonlik gedurende 'n week werk en die besoldiging wat hy gewoonlik gedurende 'n week ontvang;

- (ii) moet die gewone besoldiging per dag van 'n werknemer bereken word op grondslag van sy gewone besoldiging per uur en die getal ure wat hy gewoonlik op so 'n dag werk; en

- (iii) moet die gewone besoldiging per week van 'n werknemer wat sy besoldiging maandeliks ontvang, bereken word deur die besoldiging wat hy gewoonlik aldus ontvang deur vier en 'n derde te deel.

## SCHEDULE A

## WAGES

		Per week R
(I)	(i) Furniture making i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (ii) . . . . .	85,03
	(ii) Sundry furniture making operations: (a) Bolting and tightening of nuts, fixing of handles by screws, bolts, nuts and screw bolts . . . . . (b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape . . . . . (c) Making and/or pointing of wooden dowels and plugs by hand and/or machine . . . . . (d) Knocking in dowels and plugs by hand . . . . . (e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating . . . . . (f) Bending or laminating of solid timber by hand or mechanical process . . . . . (g) Knocking in of sockets for casters . . . . . (h) Filling of holes or cracks with wood filler or similar substance . . . . . (i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (i) . . . . .	51,97 49,43
(II)	Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured . . . . .	85,03
(III)	Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling . . . . .	85,03
(IV)	(i) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations referred to in subclause (ii) . . . . . (ii) Sundry furniture machining operations: (a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander . . . . . (b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine . . . . . (c) Operating air-filled sander and portable sander . . . . . (d) Making and jointing sandpaper rolls or discs and belts for machine sanders . . . . . (e) Repetitive marking by template or pattern . . . . .	61,04 51,97 49,43
(V)	(i) Furniture polishing, i.e. any operation or process performed by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, Duco, lacquer, cellulose, varnish, enamel, stain, a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (ii) . . . . .	85,03

## BYLAE A

## LONE

		Per week R
(I)	(i) Meubelmakery, d.w.s. 'n werksaamheid of proses by die vervaardiging en/of inmekaaarsit van meubels, hetsy in hul geheel of in dele, wat met die hand, met gebruik van handgereedskap of meganiese toestelle uitgevoer word, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel . . . . .	85,03
	(ii) Diverse meubelmakerywerksaamhede: (a) Moere vasbout en vasdraai, handvatsels met skroewe, boute, moere en skroefboute vassit . . . . . (b) Toebehore van stangsokke, aanslagplate, beslae, rakpenne, moerdoppe, beslagringe of koepelskuifdoppe vassit, skroefboute in stompe of pote insit, alle soorte gelymde blokke vassit, spieëls met kleefband vasheg . . . . . (c) Tappenne en penne van hout met die hand en/of 'n masjien maak en/of spits maak . . . . . (d) Tappenne en penne met die hand inslaan . . . . . (e) Skuurwerk met die hand verrig, afgesien daarvan van die artikel wat geskuur word, stilstaan of draai . . . . . (f) Soliede timmerhout met die hand of volgens 'n meganiese proses buig of lamelleer . . . . . (g) Sokke vir rowliele inslaan . . . . . (h) Gate of barste met houtplamuerset of dergelike stof vul . . . . . (i) Help met klamp- of klemwerk: Met dien verstande dat hoogstens een assistent gebruik word deur 'n werknemer wat minstens die loon ontvang wat in subklousule (i) voorgeskryf word . . . . .	51,97 49,43
(II)	Uitlêwerk, d.w.s. die voorbereiding van 'n plan vir die vervaardiging van meubels deur middel van 'n staaf of ander geskikte materiaal waarop al of enigeen van die afmetings van die artikel wat vervaardig moet word, afgemerk is . . . . .	
(III)	Afmerkwerk, d.w.s. die merk of kras van meubelstukke, hetsy in hul geheel of in dele, volgens afmetings deur middel van 'n liniaal, maatstok, reihout, patroonplaat, setmaat of ander toestel, vir masjineer-, pasmaak- of inmekaaarsitwerk . . . . .	85,03
(IV)	(i) Meubelmasjineerwerk, d.w.s. 'n werksaamheid of proses wat verrig word deur gebruik te maak van 'n tipe of soort masjien by die vervaardiging van meubels, hetsy in hul geheel of in dele, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel . . . . . (ii) Diverse meubelmasjineerwerksaamhede: (a) 'n Enkelrolskuurmasjien, oopskyfskuurmasjien, tolskuurmasjien en breëbandskuurmasjien opstel en bedien . . . . . (b) Gate boor, tapwerk, skarnierinlaatwerk met die oog op inflaatwerk vir slotte en skarniere, en 'n tapinvoegmasjien bedien . . . . . (c) 'n Lugskuurmasjien en 'n verplaasbare skuurmasjien bedien . . . . . (d) Skuurpapierrolle of -skywe en -bande vir 'n skuurmasjien maak en las . . . . . (e) Herhalingsafmerkwerk deur middel van 'n patroonplaat of model . . . . .	61,04 51,97 49,43
(V)	(i) Meubelpoleerwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel verrig word by die produksie van 'n gepoleerde en/of afgewerkte oppervlak deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, emalje, beits, pasta wat soos 'n skuurmiddel werk en/of 'n poleermiddel, of albei, of dergelike stowwe en ook vlamskilderwerk en die pas van kleure by alle soorte meubels, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel . . . . .	85,03

		Per week R
	(ii) Sundry polishing operations:	
	(a) Burnishing by machine .....	61,04
	(b) Waxing .....	
	(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours .....	
	(d) The removal of doors and fittings prior to preparation for polishing .....	
	(e) Filling in with plaster of paris or any other filling material .....	
	(f) Handsanding .....	
	(g) Bleaching of furniture with acids or any other bleaching agent .....	
	(h) Stripping .....	
	(i) Staining, filling, oiling and/or reviving by hand .....	
	(j) Spraying of metal .....	
	(k) Straining of materials .....	
	(l) Cleaning spray guns .....	
	(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus .....	49,43
(VI)	(i) Furniture upholstering, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (ii) .....	85,03
	(ii) Sundry furniture upholstering operations:	
	(a) Positioning of wooden and metal laths and crossbars to frames .....	62,01
	(b) Filling of cushions with spring interiors and/or spring units .....	67,48
	(c) Cutting foam rubber or similar material by band saw .....	
	(d) Fixing of ready-made cane mats .....	61,04
	(e) Tufting or buttoning by hand or machine, where this is done in loose pieces in the pre-assembly stage, but shall exclude deep or diamond buttoning .....	
	(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine .....	62,01
	(g) Laying out filling materials on a spring unit .....	
	(h) Spreading of adhesive on backs and cover material and joining of same .....	57,92
	(i) Loading, wheeling and operating a cloth spreading machine .....	
	(j) Teasing coir or other materials by machine .....	
	(k) Filling of cushions with substances of materials other than spring interiors and/or spring units by machine .....	51,97
	(l) Riempie work .....	
	(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery .....	
	(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal .....	
	(o) Cutting of platforms used for covering helical and/or no-sag springs .....	
	(p) Breaking up and/or cutting up by hand of bulks rolls of upholstery materials of all kinds from selfedge to selfedge .....	
	(q) Cutting cardboard in upholstery sections by hand and/or machine .....	
	(r) Straight cutting of materials by hand or machine for bottoms or underseating over springs (linen and hessian) .....	
	(s) Teasing coir or other materials by hand .....	
	(t) Unwinding filling materials in rope form .....	
	(u) Banding upholsterer's beading .....	
	(v) Making buttons and tufts .....	
	(w) Assisting upholsterer in holding cover material .....	
	(x) Cutting to shape and joining of foam rubber or latex by hand .....	
	(y) Tacking on bottoms of upholstered articles .....	
	(z) (i) The tacking of hessian or lining onto seat platforms .....	
	(ii) The tacking or stapling of cardboard to bare frames .....	51,97
	For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner-spring mattress, cushion seat or any other bedding and/or seating device.	
(VII)	(i) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which excludes the undermentioned sundry operation .....	85,03
	(ii) Stippling and punching background to carving .....	51,97
(VIII)	Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture .....	
(IX)	(i) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or in part, with veneer, but which excludes the operations mentioned in subclause (ii) .....	85,03
	(ii) Sundry veneering operations:	
	(a) Positioning veneers by hand .....	
	(b) Tapeless jointing by machine .....	
	(c) Operating presses of any kind .....	
	(d) Loading and unloading vacuum bags and presses of any kind .....	
	(e) Washing off gum and tapes .....	
	(f) Stacking parts after pressing .....	
	(g) Veneering of edges .....	
	(h) Veneering of edges by machine which machine also trims and sands the edges .....	49,43
	(i) Lipping of edges only by mechanical appliance .....	
(X)	(i) Learner journeyman employed in learning the classes of work referred to in clauses (I) to (IX), other than the sundry operations referred to therein— during the first year of employment .....	65% of the minimum prescribed wage.

	Per week R
(ii) Diverse poleerwerksaamhede:	61,04
(a) Bruineerwerk met 'n masjien .....	
(b) Waswerk .....	
(c) Die kante van lamelbord en/of laaghout verf en/of opvul ten einde die oppervlak voor te berei vir poleer- en/of lakvernismwerk en/of vlamskilderwerk en/of die pas van kleure .....	
(d) Deure en los toebehore verwijder voordat stukke vir poleerwerk voorberei word .....	
(e) Opvulwerk met gips of 'n ander vulstof .....	
(f) Handskuurwerk .....	
(g) Meubels met sure of 'n ander bleikmiddel bleik .....	
(h) Stroopwerk .....	
(i) Beitswerk, opvulwerk, oliewerk en/of henningswerk met die hand .....	
(j) Metaal bespuit .....	
(k) Materiaal filtreer .....	
(l) Sproeispuite skoonmaak .....	
(m) Oppoets by oplaai-en/of afblaapunt, uitgesonderd die gebruik van sputtaappaaraat .....	
(VI)	
(i) Meubelstoffeerwerk, d.w.s. 'n werksaamheid of proses by die oortrek van alle soorte meubels, hetsy in hul geheel of in dele, en afgesien van die materiaal wat gebruik word, en ook onder ander die sny van alle oortreksels en los oortreksels, stik- en/of laswerk met die hand of 'n meganiese toestel, webwerk, wat ook beteken die in posisie plasing van webwerk en plaasvervangers daarvan (uitgesonderd hout- of metaallatte en dwarsstawe), opvulwerk, rottangvlegwerk, die aanbring van knope, rygwerk, kramwerk, knopwerk en opstopwerk, die aanhegting van eenhede aan rame, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel.....	85,03
(ii) Diverse meubelstoffeerwerksaamhede:	
(a) Hout- en metaallatte en dwarsstawe op rame in posisie plaas .....	
(b) Stoelkussings met veerbinnwerk en/of veereenhede vul .....	
(c) Skuimrubber of dergelyke materiaal met 'n bandsaag sny .....	
(d) Klaargemaakte rottangmatte aanbring .....	
(e) Kwassies of knope met die hand of 'n masjien aanwerk waar dit as los stukke geskied voordat dit aanmekaaresit word, maar uitgesonderd diep- of diamantknoopwerk .....	
(f) Deurgevlekte kussinkies aan veereenhede vasmaak, vasstik of vaskram, hetsy met die hand of 'n masjien .....	
(g) Vulsel op 'n veereenhede uitsprei .....	
(h) Kleefmiddel oor agterkante en oortrekmaterial sprei en dit vasplak .....	
(i) 'n Doekspreimasjien laai, stoot en bedien .....	
(j) Klapperhaar of ander materiaal met 'n masjien uitpluis .....	
(k) Stoelkussings met materiaalstowwe, uitgesonderd veerbinnwerk en/of veereenhede, met 'n masjien vul .....	
(l) Riempiewerk .....	
(m) Heliese vere en/of kettings en/of sig-sag- of nie-sakvere aan 'n raamwerk vassit vir stoffeerwerk .....	
(n) Veerrande met 'n sig-sag- en/of nie-saktipte veer aan 'n raamwerk vassit vir stoffeerwerk, met inbegrip van die vassit van alle dele, maar uitgesonderd die vasryg en/of vasmaak van goeing en/of sisal en/of plaasvervangers vir goeing of sisal .....	
(o) Platforms sny wat gebruik word vir die bekleding van heliese en/of nie-sakvere .....	
(p) Grootmaatrolle stoffermaterial van alle soorte met die hand van selfkant tot selfkant uitmekaar maak en/of opnsy .....	
(q) Karton met die hand en/of 'n masjien in stoffeerkseksies sny .....	
(r) Materiaal met die hand of 'n masjien reguitsny vir onderkante of onderlegstukke oor vere (linne en goeing) .....	
(s) Klapperhaar of ander materiaal met die hand uitpluis .....	
(t) Vulmateriaal in touvorm losdraai .....	
(u) Stoffeerder se kraallyste met bande vaswerk .....	
(v) Knope en kwassies maak .....	
(w) Stoffeerder help deur oortrekmaterial vas te hou .....	
(x) Skuimrubber of latex met die hand volgens fatsoen sny en las .....	
(y) Onderkante van gestoffeerde artikels vasheg .....	
(z) (i) Goeing of linne aan sitplekplatforms vasheg .....	
	49,43
	51,97
(VII)	
(i) Houtsneewerk aan meubels en/of ander houtsneewerk, d.w.s. 'n werksaamheid of proses, hetsy in sy geheel of in dele, met handgereedskap of 'n meganiese toestel uitgevoer by die skepping van 'n fatsoen, patroon, medaljon of replika van 'n voorwerp wat bedoel is om alle soorte meubels te versier of te verfraai, maar uitgesonderd ondergenoemde diverse werksaamheid .....	85,03
(ii) Stippel- en ponswerk aan agtergrond van houtsneewerk .....	51,97
(VIII)	
Meubelhoutdraaiwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van 'n gefatsoeneerde artikel of onderdeel wat gebruik word in verband met alle soorte meubels .....	85,03
(IX)	
(i) Fineerwerk aan meubels, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word in die beleglaag van meubelgedeeltes van all tipes, hetsy in sy geheel of in dele, met fineer, maar uitgesonderd die werksaamhede in subklousule (ii) genoem .....	85,03
(ii) Diverse fineerwerksaamhede:	
(a) Fineerstukke met die hand in posisie plaas .....	
(b) Bandlose laswerk met 'n masjien .....	
(c) Bediening van alle soorte perse .....	
(d) Vakuumakkie en alle soorte perse laai en leegmaak .....	
(e) Gom en bande awfas .....	
(f) Dele opstapel nadat dit gepers is .....	
(g) Fineerwerk aan kante .....	
(h) Fineerwerk aan kante met 'n masjien wat ook die kante awwerk en skuur .....	
	49,43
	61,04
(X)	
(i) Leerlingvakmanne in diens om die klasse werk te leer wat in klousules (I) tot (IX) bedoel word, uitgesonderd die diverse werksaamhede wat daarin genoem word— gedurende die eerste diensijsaar .....	65% van die voor- geskrewe mini- mum loon.

		Per week R
	during the second year of employment.....	75% of the minimum prescribed wage.
	during the third year of employment .....	90% of the minimum prescribed wage.
	Thereafter, the minimum prescribed wage.	
	If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of .....	70% of the prescribed wage.
(XI)	(i) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress 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 spring, full spiral springs, mesh springs, helical springs, all types of spring, and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:	
	Weaving of spring mesh .....	
	Stuffing filling into mattress cases .....	
	Side stitching .....	
	Tufting .....	
	Operating a border quilting machine .....	
	Operating a top quilting machine .....	
	Preparing frames and rollers for the top quilting machine .....	
	Securing, sewing or stapling interlaced pads to spring units .....	
	Securing quilted mattress border to spring units .....	
	Laying out filling material upon a spring unit .....	
	Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress .....	
	Tape edging a spring interior mattress .....	
	Roll edging, but which excludes the operations referred to in subclause (ii) .....	
	(ii) Sundry bedding operations:	
	(1) Cutting tops, borders and cases .....	
	(2) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts .....	
	(3) Sewing mattress handles to border .....	
	(4) Joining border lengths .....	
	(5) Closing up the mouth of a mattress .....	
	(6) Closing pillows, cushions, bolsters .....	
	(7) Bolting by hand of bed mattress frames .....	
	(8) Preparing spools for a border quilting machine .....	
	(9) Cutting quilted borders to lengths .....	
	(10) Punching holes in mattress borders .....	
	(11) Fitting ventilators and handles to mattress borders .....	
	(12) Feeding the interlacing machine .....	
	(13) Cutting and making pads, irrespective of materials used .....	
	(14) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames .....	
	(15) Staining mattress frames .....	
	(16) Affixing lugs to mattress frames .....	
	(17) Positioning and securing a mesh to a mesh frame .....	
	(18) Hanging loops on needles in compression tufting .....	
	(19) Loading, wheeling and operating a clothspredding machine .....	
	(20) Operating a teasing machine .....	
	(21) Attending a loop-making machine .....	
	(22) Attaching loops to buttons or tufts .....	
	(23) Fitting bed irons, domes, casters and sockets .....	
	(24) Staining and/or varnishing frames by hand .....	
	(25) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames .....	
	(26) Fixing bed irons .....	
	(27) Attaching spring units to bed frames .....	
	(28) Filling pillows, cushions and bolsters with materials other than spring interiors and/or spring units .....	
	(29) Mass-measuring pillows, bolsters, cushions and quilts .....	
	(30) Stripping bedding .....	
	(31) Cutting chain, hoop iron or any other similar materials .....	
	(32) Teasing coir or any other materials by hand .....	
	(33) The tacking on of cardboard or calico backs to upholstered headboards .....	
	(34) Glueing plastic mesh to foam .....	
	(iii) Learners employed in learning the class of work referred to in subclause (i) (bedding making)—	
	during the first six months of employment .....	50,52
	during the second six months of employment .....	52,80
	during the third six months of employment .....	55,10
	during the fourth six months of employment .....	57,39
	thereafter .....	62,01
(XII)	(i) Seamstresses engaged in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine .....	57,92
	(ii) Learners employed in learning the class of work referred to in subclause (i) (seamstresses)—	
	during the first six months of employment .....	47,44
	during the second six months of employment .....	49,54
	during the third six months of employment .....	51,64
	during the fourth six months of employment .....	53,73
	thereafter .....	57,92

		Per week R
	gedurende die tweede diensjaar .....	75% van die voor- geskrewe mini- mum loon.
	gedurende die derde diensjaar .....	90% van die voor- geskrewe mini- mum loon.
	Daarna, die voorgeskrewe minimum loon.	
	As iemand wat in diens was as bandskuurmasjienskuurder, masjienskuurder of boorder tot leerlingvakman be- vorder word, is sy aanvangsloon 'n minimum van .....	70% van die voor- geskrewe loon.
(XI)	(i) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of in dele, van alle soorte matrasses gevul met klapperhaar, haarpulse, vlok, kapok, katoen, watte, hare, vesels, wol, vere, gras, kaf, strooi, rubber of ander dergelike materiaal of 'n kombinasie van veerbinnewerk, alle tipes draadvare, ketting- en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, all tipes vere en/of veerenhede, kopkus- sings, stoelkussings, peule, bomatrasse, bedspreie, die vasslaan en/of vashaak van veermatrasdrade, spiraalvere en heliese vere aan rame, en ook die volgende: Veermaasvlegwerk .....	62,01
	Vulsel in matrasslope stop .....	
	Kante stik .....	
	Kwassies maak .....	
	'n Randdeurstikmasjién bedien .....	
	'n Topdeurstikmasjién bedien .....	
	Rame en rollers vir die topdeurstikmasjién voorberei .....	
	Deurgelegte kussinkies aan veerenhede heg, stik of vaskram .....	
	Deurgestikte matrasrand aan veerenhede heg .....	
	Vulsel op 'n veerenheid uitsprei .....	
	Matrasbostukke, hetsy deurgestik of nie, in posisie plaas en vasmaak om 'n voorafgeboude binnewerk- of veermatras te bou .....	
	Bande aan kante van binneveermatras aanbring .....	
	Rolkantwerk, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel .....	
	(ii) Diverse beddegoedwerksaamhede: (1) Bostukke, rande en oortreksels uitsny .....	57,92
	(2) Alle stikwerk by die vervaardiging van bostukke, rande, matrasslope, ateljeerusbankoortreksels en same- stellende dele .....	
	(3) Matrashandvatsels aan rande stik .....	
	(4) Rndlengtes las .....	
	(5) Die bek van 'n matras toewerk .....	
	(6) Kopkussings, stoelkussings en peule toewerk .....	
	(7) Bedmatrasrame met die hand vasbout .....	
	(8) Spoele vir 'n randdeurstikmasjién voorberei .....	
	(9) Gestikte rande volgens lengte sny .....	
	(10) Gate in matrasrande pons .....	
	(11) Ventileerders en handvatsels aan matrasrande aanbring .....	
	(12) Deurvlegmasjién voer .....	
	(13) Kussinkies uitsny en maak, ongeag die materiaal wat gebruik word .....	
	(14) Latte en dwarsstawe in posisie plaas, of webwerk aan matras- of katelrame heg .....	
	(15) Matrasrame beits .....	51,97
	(16) Kloue aan matrasrame heg .....	
	(17) 'n Maas in 'n matrasraam in posisie plaas en vasheg .....	
	(18) Lussies aan naalde heg vir drukdeurknoopmasjienswerk .....	
	(19) 'n Doekspreimasién laai, stoot en bedien .....	
	(20) 'n Pluismasjién bedien .....	
	(21) 'n Lussiemasién bedien .....	
	(22) Lussies aan knope of kwassies werk .....	
	(23) Katelysters, koepels, rolwieljies en sokke aanbring .....	
	(24) Rame met die hand beits en/of vernis .....	
	(25) Geweefde draadmaas en kettingveermaas op rame monteer, vasslaan of vashaak .....	
	(26) Katelysters vasmaak .....	
	(27) Veerenhede aan katelrame vasheg .....	
	(28) Kopkussings, stoelkussings en peule vul met ander materiaal as veerbinnekante en/of veerenhede .....	
	(29) Kopkussings, peule, stoelkussings en veerkomberse massameet .....	
	(30) Beddegoed stroop .....	49,43
	(31) Kettings, hoepelysters of ander dergelike materiaal sny .....	
	(32) Klapperhaar of ander materiaal met die hand uitpluis .....	
	(33) Karton- of kaliko-agterkante aan gestoffeerde kopstukke vasheg .....	
	(34) Plastiekmaas aan rubberskuim vaslym .....	
	(iii) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (i) bedoel word (beddegoed maak)— gedurende die eerste ses diensmaande .....	50,50
	gedurende die tweede ses diensmaande .....	52,80
	gedurende die derde ses diensmaande .....	55,10
	gedurende die vierde ses diensmaande .....	57,39
	daarna .....	62,01
(XII)	(i) Naiers of naisters wat oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne met die hand of met 'n masjién glipsteekstik, stik en/of las .....	57,92
	(ii) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (i) bedoel word (naiers)— gedurende die eerste ses diensmaande .....	47,44
	gedurende die tweede ses diensmaande .....	49,54
	gedurende die derde ses diensmaande .....	51,64
	gedurende die vierde ses diensmaande .....	53,73
	daarna .....	57,92

	Per week R
(XIII) Labouring, i.e.—	
(1) assisting a machinist in handling materials before and after machining .....	
(2) attending boiler, incinerator and/or oven .....	
(3) attending to dust bags and/or cyclones of sanding machines .....	
(4) baling and dipping of upholstery spring .....	
(5) beating and/or teasing coir by hand .....	
(6) cleaning and sweeping of premises .....	
(7) cleaning machinery, plant, tools and utensils .....	
(8) cleaning and blowing down of equipment .....	
(9) cleaning metal rods .....	
(10) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials .....	
(11) delivery by manually propelled vehicles .....	
(12) delivery of letters and parcels .....	
(13) filling of cushions with substances of materials, other than spring interiors and/or spring units by hand .....	
(14) glueing sandpaper discs .....	
(15) handling materials .....	
(16) lime washing .....	
(17) loading and/or unloading vehicles .....	
(18) loading and unloading kilns .....	
(19) making tea or other similar beverages .....	
(20) oiling and greasing machines and/or vehicles .....	
(21) operating presses of any type .....	
(22) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers .....	
(23) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine .....	
(24) pushing or pulling a vehicle or handcart .....	
(25) riveting or making threads on iron bolts and rods .....	
(26) straightening and/or cutting hoop iron used for webbing .....	
(27) stripping second-hand upholstery and bedding .....	
(28) taping of veneers and attending veneer press .....	
(29) the treatment of timber for preservation .....	
(30) unpacking, baling and unbaling raw materials .....	
(31) wrapping in paper or cardboard .....	
(XIV) Miscellaneous:	
(1) Welding, other than spot-welding .....	
(2) Machine maintenance mechanic .....	
(3) Spot-welding .....	
(4) Despatch clerk, storeman, time-keeper .....	
(5) Caretaker or watchman .....	
(6) Packer .....	
(7) The construction of spring interiors and/or spring units and the manufacture of their component parts .....	
(8) Learner packer .....	
(9) Bending, punching, riveting, drilling and/or assembling metal parts .....	
(i) Juvenile male employees engaged in a trade designated under the Apprenticeship Act, 1944, during the authorised probation period .....	
(ii) All other juveniles .....	
(XV)	49,43
(XVI) Office employees (not subject to clause 12 of this Agreement)—	The minimum wage prescribed in this Agreement for employees employed on the same class of work.
during the first year of employment .....	85,03
during the second year of employment .....	57,92
during the third year of employment .....	57,13
during the fourth year of employment .....	51,77
during the fifth year of employment .....	51,97
thereafter .....	49,43
(XVII) Casual labourer:	50,02
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only .....	Daily wage — Prescribed wage, plus 10%, divided by 5.
(XVIII) Chargehand:	
In charge of employees who have no journeyman status .....	R10 per week above his minimum prescribed wage for the class of work performed by him.
In charge of journeymen .....	R15 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work.

Per week  
R

(XIII)	Arbeiderswerk, d.w.s.:	
	(1) 'n masjienwerker help met die hantering van materiaal voor en na die masjienwerk .....	
	(2) stoombeketel, verbrander en/of oond bedien .....	
	(3) sorg vir stofsake en/of siklone van skuurmasjiene .....	
	(4) stoffeervere baal en indompel .....	
	(5) klapperhaar met die hand uitklop en/of uitpluis .....	
	(6) persele skoonmaak en vee .....	
	(7) masjinerie, installasie, gereedskap en gerei skoonmaak .....	
	(8) uitrusting afblaas en skoonmaak .....	
	(9) metaalstawe skoonmaak .....	
	(10) metaalstawe, skarniere, metaalstroke, draad, hoepelyster en alle dergelike materiaal sny .....	
	(11) afleweringswerk verrig met handvoertuie .....	
	(12) brieue en pakkette aflewer .....	
	(13) stoelkussings met ander stowwe van materiaal as veerbinnekante en/of veerenhede met die hand vul .....	
	(14) Skuurpapierskywe vaslym .....	
	(15) materiaal hanteer .....	
	(16) afwitwerk .....	
	(17) voertuie laai en/of aflaai .....	
	(18) materiaal inpak in of uithaal uit oonde .....	
	(19) tee of ander dergelike dranke berei .....	
	(20) masjiene en/of voertuie olie en smeer .....	
	(21) perse van alle tipes bedien .....	
	(22) artikels in kartondose en/of kartonhouers inpak en daarna sodanige kartondose en kartonhouers volmaak en toemaak .....	
	(23) lym berei, massameet en meng; lym met die hand of met 'n masjiene sprei; lym verwijder, afwas en afvee; lymverhardmiddels met die hand, 'n kwass of 'n masjiene aanwend .....	
	(24) 'n voertuig of handkar stoot of trek .....	
	(25) klinknaelwerk verrig of skroefdraad in ysterboute en -stawe sny .....	
	(26) hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny .....	
	(27) tweedehandse stoffeerkwerk en beddegoed stroop .....	
	(28) fineerstukke met band vasmaak en fineerpers bedien .....	
	(29) timmerhout met preservermiddel behandel .....	
	(30) grondstowwe uitpak, baal of uit bale haal .....	
	(31) goedere in papier of karton toedraai .....	
(XIV)	Diverse:	
	(1) Sweiswerk, uitgesonderd puntsweiswerk .....	85,03
	(2) Masjienderhoudswerktuigkundige .....	57,92
	(3) Puntsweiswerk .....	57,13
	(4) Versendingsklerk, magasynman, tydopnemer .....	51,77
	(5) Oppasser of wag .....	51,97
	(6) Verpakker .....	49,43
	(7) Veerbinnekante en/of veerenhede bou en samestellende dele daarvan vervaardig .....	
	(8) Leerlingverpakker .....	
	(9) Metaaldele buig, pons, klink, boor en/of aanmekaarsit .....	
(XV)	(i) Jeugdige manlike werknemers in diens in 'n ambag aangedui ingevolge die Wet op Vakleerlinge, 1944, gedurende die gemagtigde proeftydperk .....	50,02
	(ii) Alle ander jeugdiges .....	
(XVI)	Kantoorwerknemers (nie onderworpe aan klausule 12 van hierdie Ooreenkoms nie)—	
	gedurende die eerste diensjaar .....	48,65
	gedurende die tweede diensjaar .....	52,39
	gedurende die derde diensjaar .....	58,85
	gedurende die vierde diensjaar .....	64,30
	gedurende die vyfde diensjaar .....	71,10
	daarna .....	78,58
(XVII)	Los arbeider:	
	Arbeider minder as 30 uur per week in diens met die spesifieke doel om slegs voertuie te laai en af te laai, hout op te stapel en die persele skoon te maak .....	Dagloon — voorgeskrewe loon, plus 10%, gedeel deur 5.
(XVIII)	Onderbaas—	
	wat aan die hoof staan van werknemers wat nie vakmanstatus besit nie .....	R10 per week meer as sy voorgeskrewe minimum loon vir die klas werk wat hy verrig.
	wat aan die hoof staan van vakmanne .....	R15 per week meer as die basiese loon in hierdie Ooreenkoms voorgeskrewe vir werknemers in diens in dieselfde klas werk.

## ANNEXURE A

[Statement to be submitted in terms of clause 13 (6) (a) of the Agreement]

Name of firm .....  
 Address .....

1	2	3	4	5	6	7
Clock numbers	Full names of employees (As per identity cards, book-of-life or reference books) (In block letters)	Sex	Race	Occupation	Identity number	New employees
						Name of previous employer in Furniture Industry
						Date started at present factory

8	9						10	11	12					
Employees who have left. Date left.	Hours worked						Total hours worked from column 9	Hourly rate of pay	Wages paid					
	Week ended		Week ended		Week ended				Week ended		Week ended		Week ended	
	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	R	c	R	c	R	c
O/T <sup>(1)</sup>														
Ord.T <sup>(2)</sup>														
O/T <sup>(1)</sup>														
Ord.T <sup>(2)</sup>														

(1) Overtime.

(2) Ordinary time.

13	14	15	16	17	18	19	20	21
Amount on which 12½% is payable	12½% paid	Amount on which 10% is payable	10% paid	Amount on which 7½% is payable	7½% paid	Total Holiday Fund paid	Normal wages on which contributions are made	Provident Fund
								Sick Benefit Society
R c	R c	R c	R c	R c	R c	R c	R c	Sick Pay Benefit Fund
								Mortality Fund

Month ..... Number of normal weekly hours worked ..... hours

22	23	24	25	26	27	28	29	30	31					
For office use only					Benefit number	Trade union		Total number hours compulsory short-time	Total number hours ill	Total number hours away on own accord				
Provident Fund		Sick Pay Benefit Fund		Sick Benefit Society		Mortality Fund								
Employer	Employee													
R c	R c							R c	R c	R c				

## AANHANGSEL A

[Staat wat voorgelê moet word ingevolge klousule 13 (6) (a) van die Ooreenkoms]

Naam van firma  
Adres .....

1	2	3	4	5	6	7
Klok-nommers	Name van werknemers voluit (Volgens identiteitskaarte, lewensboek of verwysingsboek) (In blokletters)	Geslag	Ras	Beroep	Identiteitsnommer	Nuwe werknemers
						Naam van vorige werkgewer in die Meubel-werwerheid

Werknemers wat vertrek het. Vertrekdaatum.	Ure gewerk						Totale ure gewerk volgens kolom 9	Uur-loon	Lone betaal							
	Week geëindig		Week geëindig		Week geëindig				Week geëindig		Week geëindig		Week geëindig		Week geëindig	
	Uur	Min.	Uur	Min.	Uur	Min.	Uur	Min.	R	c	R	c	R	c	R	c
O/T <sup>(1)</sup>																
G/T <sup>(2)</sup>																
O/T <sup>(1)</sup>																
G/T <sup>(2)</sup>																

<sup>(1)</sup> Oortyd.<sup>(2)</sup> Gewone tyd.

13	14	15	16	17	18	19	20	21
Bedrag waarop 12½% betaalbaar is	12½% betaal	Bedrag waarop 10% betaalbaar is	10% betaal	Bedrag waarop 7½% betaalbaar is	7½% betaal	Totale Vakansiefonds betaal	Gewone lone waarvolgens bydraes gemaak word	Voorsorgfonds Siektebystandsvereniging Siektebystandsfonds Sterftefonds
R c	R c	R c	R c	R c	R c	R c	R c	Werkgewer Werknemer

Maand ..... Getal gewone weeklikse ure gewerk ..... uur

22	23	24	25	26	27	28	29	30	31	
Slegs vir kantoorgebruik				Bystands-nommer	Raads-heffings-Werk-gewer en werknemer	Vakvereniging		Totale getal ure verpligte korttyd	Totale getal ure siek	Totale getal ure weg uit eie beweging
Voorsorgfonds	Siekte-bystands-fonds	Siekte-bystands-vereniging	Sterftefonds			Nommer	Lede-geld			
Werk-gewer	Werk-nemer	R c	R c			R c	R c			
R c	R c	R c	R c							

## TRAINING FUND

(See Training Fund Agreement)

Wages paid.....	R.....c.....
1%.....	R.....c.....

Total of columns 19, 21, 27, 28 and 32 ..... R.....c.....  
 One cheque to be made payable to: Industrial Council for the Furniture Manufacturing Industry, Natal.

## ANNEXURE B

[Notice required in terms of clause 7 (3) of the Agreement]

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

## ANNEXURE C

[Medical certificate required in terms of clause 27 (2) of the Agreement]

I certify that I have medically examined (full name) ..... Race ..... who states that:  
 Sex .....  
 (a) His present age is .....  
 (b) Address .....  
 (c) Standard education .....  
 (d) Date of birth .....

I am satisfied that he is in sound health and fit for employment as an apprentice in any class of work in the Furniture Manufacturing Industry.

Place ..... Medical officer .....  
 Date ..... Medical officer .....

This Agreement signed on behalf of the parties at Durban this 29th day of June 1982.

B. T. RESSELL  
Chairman

M. LALARAM  
Vice-Chairman

V. M. FISHER  
Secretary

**OPLEIDINGSFONDS**  
(Vgl. Opleidingsfondsooreenkoms)

Lone betaal .....	R.....c.....
1%.....	R.....c.....

Totaal van kolomme 19, 21, 27, 28 en 32 ..... R.....c.....  
Een tsek wat betaalbaar gemaak moet word aan: Nywerheidsraad vir die Meubelnywerheid, Natal.

**AANHANGSEL B**

[Kennisgewing vereis ingevolge klausule 7 (3) van die Ooreenkoms]

Dag	Aanvangstyd	Uitskeityd	Etenspouse
Maandag .....	..... h .....	tot .....	..... h .....
Dinsdag .....	..... h .....	tot .....	..... h .....
Woensdag .....	..... h .....	tot .....	..... h .....
Donderdag .....	..... h .....	tot .....	..... h .....
Vrydag .....	..... h .....	tot .....	..... h .....
Saterdag .....	..... h .....	tot .....	..... h .....
Voormiddaggpouse .....	..... h .....	tot .....	..... h .....
Namiddaggpouse .....	..... h .....	tot .....	..... h .....

**AANHANGSEL C**

[Doktersertifikaat vereis ingevolge klausule 27 (2) van die Ooreenkoms]

Ek sertificeer dat ek 'n mediese ondersoek uitgevoer het op (volle naam) ..... wat die volgende besonderhede verstrek het:  
 Geslag ..... Ras .....  
 (a) Huidige ouerdom .....  
 (b) Adres .....  
 (c) Onderwyssstandaard .....  
 (d) Geboortedatum .....  
 Ek is daarvan oortuig dat hy gesond is en geskik is vir werk as 'n vakleerling in enige klas werk in die Meubelnywerheid.

Plek ..... Mediese beampte

Datum .....

Hierdie Ooreenkoms namens die partye op hede die 29ste dag van Junie 1982 in Durban onderteken.

B. T. RESSELL  
Voorsitter

M. LALARAM  
Ondervorsitter

V. M. FISHER  
Sekretaris

**DEPARTMENT OF MANPOWER**

R.2564]

[10 December 1982

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY,  
NATAL

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.2563 of 10 December 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

**DEPARTEMENT VAN MANNEKRAG**

R.2564]

[10 Desember 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

MEUBELNYWERHEID, NATAL

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.2563 van 10 Desember 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 gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA  
Minister van Mannekrag

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**INHOUD.****Departement van Mannekrag****GOEWERMENTSKENNISGEWINGS**

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