



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

REGULASIEKOERANT No. 1152

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 10c PRICE

OORSEE 15c OVERSEAS

POSVRY — POST FREE

REGULATION GAZETTE No. 1152

Registered at the Post Office as a Newspaper

VOL. 49]

PRETORIA, 11 JULIE
11 JULY 1969

[No. 2484

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2011

11 Julie 1969

WET OP NYWERHEIDSVERSOENING, 1956 MEUBELNWERHEID, WES-KAAPLAND HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoneing, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1972 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (e), 12, 22, 24 en 25 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1972 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het; en

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2011

11 July 1969

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

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1972, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (e), 12, 22, 24 and 25 of Part I, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg; and

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (e), 12, 22, 24 en 25 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1972 eindig, in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid vir dié werkgewers vir wie enigiens van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa en

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

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

DEEL I

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID
DWARSDREUR DIE GEBIEDE GEDEK DEUR DIE OOR-
EENKOMS, TENSY DIE TEENOORGESTELDE VERMELD
WORD

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Somonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman, wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964, binne die landdrosdistrik Postmasburg geval het, deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en indaardie Nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a) is die bepalings van hierdie Ooreenkoms—

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

(ii) op vakleerlinge van toepassing, vir sover hulle nie net die bepalings van die Wet op Vakleerlinge, 1944, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarvolgens vasgestel is, onbestaanbaar is nie.

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, and from the second Monday after the date of publication of this notice and for the period ending 30 June 1972, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (e), 12, 22, 24 and 25 of Part I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon these employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

AGREEMENT

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

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa; and

National Union of Furniture and Allied Workers of South Africa

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

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

PART I

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

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg by all employers who are members of the employers' organisation and engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and employed in that Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 (1) van die Wet vaststel, en bly van krag tot 30 Junie 1972, of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING

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

(a) Tensy dit onbestaanbaar is met die samehang, is die volgende woordskrywing van toepassing op Dele I en II van dié Ooreenkoms:—

“Wet”, die Wet op Nywerheidsversoening, 1956;

“vakleerling”, 'n werknemer in diens ingevolge 'n skriftelike leerkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die bepalings van die Wet op Vakleerlinge, 1944;

“gebied A”, die landdrosdistrikte Bellville, die Kaap, Simonstad, Wynberg en Kimberley;

“gebied B”, die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hermanus, Hopefield, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Vredendal, Victoria-Wes, Wellington, Williston, Worcester, Barkly-Wes, Britstown, De Aar, Gordonia, Herbert, Hay, Hopetown, Kenhardt, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964, binne die landdrosdistrik Postmasburg geval het;

“bonus” (1) enige betaling, benewens die voorgeskrewe of ooreengekome loon van 'n werknemer, wat ontstaan uit diens ingevolge 'n bonusaansproingskema wat as sodanige in die loonregister bepaal is; (2) enige ander spesiale of geleentheidsbetaling deur 'n werkgever aan 'n werknemer bo en behalwe die voorgeskrewe of ooreengekome loon, as sodanig deur hom in die loonregister gestipuleer, en wat die werkgever na willekeur kan terugtrek;

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

“Raad” die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland, geregistreer ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956;

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

“bedryfsinrigting” enige plek waar die Meubelnywerheid beoefen word en ook enige plek waar 'n persoon in diens is in almal of enigeen van die klasse werk gespesifiseer in Deel II van dié Ooreenkoms.

“voorman” 'n werknemer wat verantwoordelik is vir die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom;

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

Herstel, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroes of teaters, en kabinette vir musikeinstrumente en radio- of draadlooskabinette en omvat die vervaardiging of prosesse vir die vervaardiging van beddegoed wat op so 'n wyse omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, oortreksels, kussings, peule en stoelkussings insluit en omvat die bedrywighede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die herstel, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigting waar meubels vervaardig word of enige werksaamheid in verband met die finale voorbereiding

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall continue in force until 30 June 1972, or for such period as may be determined by him.

3. DEFINITIONS

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

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

“Act” means the Industrial Conciliation Act, 1956;

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

“Area A” means the Magisterial Districts of Bellville, Cape, Simonstown, Wynberg and Kimberley;

“Area B” means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hermanus, Hopefield, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Vredendal, Victoria West, Wellington, Williston, Worcester, Barkley West, Britstown, De Aar, Gordonia, Herbert, Hay, Hopetown, Kenhardt, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg.

“bonus” means (1) any payment in addition to the prescribed or agreed wage of an employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register; (2) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register, and which the employer can withdraw at will;

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

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

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

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

“Foreman” means an employee who is in charge of the employees in an establishment, or department thereof, who exercises control over such employees, and is responsible for the efficient performance by them of their duties;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of boxspring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, and cabinets for musical instruments, and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, springmattresses, overlays, pillows, bolsters and cushions, and 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, reupholstering or repolishing of furniture in or in connection with establishments in which the

van alle artikels vir verkoop, deels of in die geheel verrig word en die finier van deure gemaak van lamelblokbord of laaghout wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar met uitsondering van die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels met inbegrip van die vervaardiging van metaalkatels;

“uurloon” behoudens die bepalings van klousule 37 (b) van hierdie Ooreenkoms, die weekloon van die betrokke werknemers soos in die Ooreenkoms voorgeskryf, gedeel deur 44;

“stukwerk” enige stelsel waarvolgens besoldiging gebaseer word op hoeveelheid of opbrengs van gedane werk;

“besoldiging” enige bedrag aan ’n persoon betaal of aan hom verskuldig wat op enige wyse ook al uit diens voortspruit;

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

“korttyd” ’n vermindering van die aantal gewone werkeure in ’n bedryfsinrigting, toe te skryf aan bedryfslept, tekort aan grondstowwe of ’n algemene onklaarraking van installasie of masjinerie veroorsaak deur ongelukke of ander onvoorsiene noodgevalle.

(b) Tensy dit onbestaanbaar is met die samehang, is die volgende woordskrywings van toepassing op Deel II van die Ooreenkoms:—

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

“versendingsklerk” ’n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering, en wat toesig mag hou oor die verpakking, weeg en/of bymeekaarmaak van sodanige goedere die nagaan van pakkies en die merk en adresseer daarvan;

“motorvoertuigbestuurder” ’n werknemer, uitgesonderd ’n chauffeur of ’n monsterjong, wat goedere aflewer en vervoer, en vir die toepassing van hierdie woordskrywing omvat “’n motorvoertuig bestuur” alle tydperke waarin daar bestuur word en alle tyd wat ’n bestuurder bestee aan werk in verband met die motorvoertuig of die vraag, en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te bestuur;

“verbeteraar” ’n werknemer wat ’n leerkontrak voltooi het en vir ’n tydperk van slegs een jaar vanaf die voltooiingsdatum van sy leerkontrak teen die lone voorgeskryf in klousule 1 (ii) van Deel II van hierdie Ooreenkoms werk ten einde homself gewoond te maak aan die pligte en verantwoordelikhede van ’n werknemer vir wie lone in klousule 1 (i) van Deel II van hierdie Ooreenkoms voorgeskryf word;

“jeugdige” ’n werknemer onder 21 jaar, uitgesonderd vakleerlinge en werknemers wat die werksaamhede verrig wat in klousule 12 van Deel II van hierdie Ooreenkoms uiteengesit word;

“leerling” ’n werknemer, uitgesonderd werknemers wat die werksaamhede verrig wat in klousule 12 van Deel II van hierdie Ooreenkoms uiteengesit word, ’n vakleerling, leerling-verpakker, of proefleerling, wat ten tye van sy indiensneming ’n minderjarige is of was, en wat in diens is om enige klas werk aan te leer wat op sy leerlingsertifikaat gespesifiseer word;

“leerling-verpakker” ’n verpakker wat minder as twee jaar ondervinding het in verpakking van meubels in die meubelnywerheid en wat onder toesig van ’n verpakker werk;

“masjienonderhoudwerktuigkundige” ’n werknemer wat uitsluitlik in diens is in enigen van of al die volgende werksaamhede:—

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

“verpakker” ’n werknemer wat goedere verpak, baal en in kratte verpak;

“proefleerling” ’n werknemer, onder 21 jaar oud, in diens in ’n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, maar omvat nie ’n vakleerling of werknemers wat die werksaamhede verrig wat in klousule 12 van Deel II van hierdie Ooreenkoms uiteengesit word nie;

“pakhuisman”, ’n werknemer in beheer van voorrade of klaar goedere en wat verantwoordelik is vir die ontvangs, opberging, bymeekaarmaak, verpak of uitpak van goedere in ’n pakhuis, en vir die lewering van goed uit die pakhuis aan die verbruiksafdelings;

“tydhouer” ’n werknemer wat toesig hou oor die inklok en uitklok van alle werknemers;

“wag” ’n werknemer wat persele of ander eiendom bewaak,

production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

“hourly rate” means, subject to clause 37 (b) of this Agreement, the weekly rate of employee concerned as prescribed in this Agreement divided by 44;

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

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

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

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

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

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

“despatch clerk” means an employee engaged in clerical duties and who is responsible for the packing of goods for transport or delivery, and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

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

“improver” means an employee who has completed a contract of apprenticeship, and who works for a period of one year only from date of completion of his apprenticeship contract at the rates prescribed in clause 1 (ii) of Part II of this Agreement, in order to accustom himself to the duties and responsibilities of an employee for whom wages are prescribed in clause 1 (i) of Part II of this Agreement.

“juvenile” means an employee under the age of 21 years, excluding apprentices and employees performing the operations specified in clause 12 of Part II of this Agreement;

“learner” means an employee, other than employees performing the operations specified in clause 12 of Part II of this Agreement, an apprentice, learner packer, or probationer, who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate;

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

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

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

“packer” means an employee who is engaged in the packing, baling and crating of goods;

“probationer” means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice or employees performing the operations specified in clause 12 of Part II of this Agreement;

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

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

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

4. STUKWERK

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

5. AANSPORINGSBONUS

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

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

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

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

(5) Die bepalings van hierdie klousule is nie op vakleerlinge van toepassing nie.

6. BUITEWERK

(1) Geen werkgewer mag van enigene van sy werknemers vereis of hom toelaat om werk in verband met die meubelnywerheid elders as in sy bedryfsinrigting te onderneem nie, uitgesonderd as dié werk die voltooiing is van 'n bestelling wat by die werkgewer geplaas is, en bestaan uit paswerk, inmeekaarsit, herstel of poleer van meubels in persele wat behoort aan of geokkupeer word deur die persoon vir wie die werk onderneem word.

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

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

7. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as 'n opsigter of wag, of by die aflewering van goedere, of 'n voorman wat 'n salaris van minstens R200 per maand ontvang, vereis of hom toelaat—

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

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

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

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

(c) om 'n aaneenlopende tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur; met dien verstande dat vir die toepassing van hierdie paraagraaf werktydperke onderbreek deur 'n pouse van minder as een uur geag moet word aaneenlopend te wees;

4. PIECE WORK

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

5. INCENTIVE BONUS

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

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

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

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Industry elsewhere than in his establishment except when such work is in completion of an order placed with such employer and consists of fitting, assembling, repairing or polishing furniture in premises owned or occupied by the person for whom the work is undertaken.

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or work rooms which are not factories as defined in that Act registered with the Council or local committee and used solely for work in the Furniture Industry, except such outwork as is provided for in subclause (1) of this clause.

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or watchman, or on the delivery of goods, or a foreman in receipt of a salary of not less than R200 per month—

(a) to work for more than 44 hours, excluding meal times in any one working week, which shall be observed from Monday to Friday inclusive;

(b) to work for more than eight hours, excluding meal times, on any one day; provided that in any factory in which—

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

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

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

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

- (i) tussen sesuur nm. en sesuur vm.; of
- (ii) na eenuur nm. op meer as vyf dae in 'n week.

(2) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) van hierdie klousule en behoudens die bepalings van klousule 10 van Deel I van die Ooreenkoms, mag 'n werkgewer van 'n werknemer vereis of toelaat dat hy oortyd werk vir 'n totale tydperk wat in 'n bepaalde week onderstaande nie te bowe gaan nie:—

(a) Tien uur; of

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

met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of toelaat dat sy soos volg oortyd werk nie—

(a) Langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

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

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

(i) sodanige werknemer voor twaalfuur middag daarvan in kennis gestel het; of

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

(iii) aan sodanige werknemer betyds 'n toelae van 15 sent betaal het om dié werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

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

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

(b) gedurende enige ander tydperk wat hy binne die perseel van sy werkgewer is;

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

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

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

8. KORTTYD

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

Vir die toepassing van hierdie klousule word ondergenoemde "afdelings" erken: Met die hand of masjien poleer, meubelmajshienwerk, meubelmakery, stoffeer, fineer, rame maak, beddegoed maak.

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

(3) Die bepaling van dié klousule is nie op vakleerlinge van toepassing nie.

9. BETALING VAN LONE EN OORTYDLONE

(1) Lone en oortydloone moet weekliks tussen 4.30 nm. en 5.45 nm. op die betaaldag of by diensbeëindiging indien dit voor die gewone betaaldag val, in kontant betaal word. Die betaaldag

(d) who is a female to work—

(i) between six o'clock p.m. and six o'clock a.m.; or

(ii) after one o'clock p.m. on more than five days in any week.

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

(a) ten hours; or

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

provided that no employer shall require or permit a female employee to work overtime—

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

(b) on more than three consecutive days;

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

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

(i) given notice thereof to such employee before midday; or

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

(iii) paid such employee an allowance of 15 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

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

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

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

8. SHORT-TIME

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

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

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

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

9. PAYMENT OF WAGES AND OVERTIME

(1) Wages and overtime shall be paid in cash weekly between 4.30 p.m. and 5.45 p.m. on the pay-day or on termination of employment if this takes place before the ordinary pay-day.

van elke bedryfsinrigting is Vrydag in elke week, uitgesonderd wanneer Vrydag 'n dag is waarop nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

(2) Geld verskuldig aan werknemers ingevolge die Ooreenkoms moet aan werknemers oorhandig word in verseelde koevertes waarop die naam van die werkgewer, die datum van betaaldag en hoe die bedrag bereken is, verskyn.

(3) Vir die opleiding van 'n werknemer mag die werkgewer geen premie vra of aanneem nie.

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

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

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

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

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

(e) 'n bedrag vir bydraes tot die Fondse van enigeen van die vakverenigings, ooreenkomstig die bepalings van klousule 12 van hierdie Ooreenkoms.

10. OORTYDWERK

(1) Alle tyd gewerk bo die weeklikse of daelike ure voorgeskryf in klousule 7 (1) van dié deel van die Ooreenkoms of buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (5) van dié deel van die Ooreenkoms ten toon gestel moet word, word geag oortyd te wees en daarvoor moet, behoudens die bepalings van subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur gewerk:—

(a) Vir alle tyd gewerk na die gewone ophoutyd en tot 10 nm. op enige dag van Maandag tot Vrydag of tot 6 nm. op Saterdag, teen een en 'n derde maal die uurloon van die betrokke werknemer.

(b) Vir alle tyd gewerk tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag of na 6 nm. op Saterdag, teen twee maal die uurloon van die betrokke werknemer; vir all tyd gewerk op Goeie Vrydag, Paasmaandag, Gelofte-dag, Kersdag, Nuwejaarsdag, Hemelvaartsdag en Republiek-dag, 1971, benewens die dagloon verskuldig ten opsigte van elk van dié dae, teen die gewone besoldiging.

(c) Vir alle ure gewerk bo en behalwe die daelike ure bepaal in klousule 7 (1) van hierdie Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (a) en (b) van hierdie klousule betaalbaar is nie, teen een en 'n derde maal die uurloon.

(d) Vir alle ure bo en behalwe 44 per week, teen een en 'n derde maal die uurloon.

(2) Indien oortyd wat op 'n daelike grondslag bereken is, verskil van oortyd op 'n weeklikse grondslag bereken, moet die grondslag wat vir die betrokke werknemer die gunstigste is, toegepas word.

(3) Ondanks die bepalings van subklousule (1) van dié klousule mag geen oortyd op Sondag gewerk word nie, tensy die betrokke werkgewer vooraf skriftelike toestemming van die Raad verkry het.

(4) Die bepalings van subklousule (1) van dié klousule is nie van toepassing nie op bestuurders van motorvoertuie wie se gewone werkure 44 uur per week is, maar van wie vereis kan word om, indien nodig, elke week vier uur oortyd te werk sonder om vir sodanige oortyd betaal te word nie. Vir tyd gewerk wat 48 te bowe gaan, moet betaal word teen een en 'n derde maal die uurloon van die betrokke werknemer; vir tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag, moet sodanige werknemer, benewens die dag se besoldiging verskuldig ten opsigte van dié dae, teen die gewone skaal van besoldiging besoldig word. Vir enige werk op Sondag gedoen, moet 'n bestuurder van 'n motorvoertuig teen minstens dubbel 'n volle dag se besoldiging betaal word. Vir die toepassing van hierdie subklousule, moet die oortyd ten opsigte waarvan 'n bestuurder van 'n motorvoertuig nie besoldig word nie, gedurende die gewone werkweek van Maandag tot Vrydag verrig word en moet dit slegs as gevolg van die aflewering van goedere ontstaan.

(5) (i) Vir tyd op 'n Sondag gewerk, wat hoogstens vier (4) uur beloop, moet 'n werknemer, uitgesonderd 'n bestuurder van 'n motorvoertuig, minstens die gewone besoldiging betaal

The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

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

(3) No premium for the training of an employee shall be charged or accepted by the employer.

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

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

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

(c) Contributions in terms of clause 17 of Part 1 of this Agreement.

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

(e) Deductions to the Funds of any of the trade unions as provided for in clause 12 of this Agreement.

10. OVERTIME

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) of this Part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (5) of this part of the Agreement shall be regarded as overtime and shall, subject to the provisions of subclause (2), be paid as follows for each hour or part of an hour worked:—

(a) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a third times the hourly rate of the employee concerned.

(b) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays or after 6 p.m. on Saturdays, at double the hourly rate of the employee concerned; for any time worked on Good Friday, Easter Monday, the Day of the Covenant, Christmas Day, New Year's Day, Ascension Day and Republic Day in 1971, in addition to the day's pay due in respect of each of these days, at the ordinary rate of remuneration.

(c) For all hours worked in excess of the daily hours laid down in clause 7 (1) of this Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause at one and a third times the hourly rate.

(d) For all hours in excess of 44 per week at one and a third times the hourly rate.

(2) Where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.

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

(4) The provisions of subclause (1) of this clause shall not apply to drivers of motor vehicles, whose ordinary hours of work shall be 44 hours per week, but may be required, whenever necessary to work four hours overtime each week without remuneration for such overtime. Any time worked in excess of 48 hours shall be paid for at a rate of one and a third times the hourly rate of the employee concerned. For any time worked on Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day such employee shall in addition to the day's pay due in respect of these days be paid at the ordinary rate of remuneration. For any work performed on Sundays, a driver of a motor vehicle shall be paid at least twice a full day's remuneration. For the purpose of this subclause, the overtime in respect of which remuneration will not be payable to a driver of a motor vehicle, must be worked during the ordinary working week from Monday to Friday, and must arise from the delivery of goods only.

(5) (i) For any time worked on a Sunday not exceeding four (4) hours an employee, other than a driver of a motor vehicle, shall be paid at least the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday.

word wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.

(ii) Vir tyd op 'n Sondag gewerk, wat meer as vier (4) uur is, moet 'n werknemer, uitgesonderd 'n bestuurder van 'n motorvoertuig, besoldig word teen minstens twee maal sy gewone uurloon, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldig wat minstens twee maal die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste.

11. WERKNEMERS WAT HOËR LONE AS DIE VOORGE-SKREWE LONE ONTVANG

'n Werknemer wat in een van die klasse genoem in Deel II van die Ooreenkoms ingesluit is en wat op die aanvangsdatum van die Ooreenkoms 'n hoër loon as die minimum loon vir werkgewer bly en dieselfde klas werk verrig, 'n loon betaal word wat minstens gelyk is aan die loon wat hy op dié datum ontvang, behoudens die voorwaarde dat die Raad 'n vermindering van sodanige hoër loon kan magtig na die peil voorgeskryf in hiedie Ooreenkoms vir 'n werknemer van sy klas.

12. VAKVERENIGINGBYDRAES

Elke werkgewer moet weekliks van die loon van elkeen van sy werknemers alle bydraes aftrek wat die werknemers aan die vakvereniging waarvan hulle lede is moet betaal.

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

13. VAKANSIE

Ondervermelde bepalinge moet nagekom word deur alle werkgewers en werknemers vir wie lone in Deel II van die Ooreenkoms voorgeskryf word:—

(1) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag, 1971 is vakansiedae met besoldiging.

(2) Alle fabriek moet gesluit wees van 24 Desember tot 13 Januarie, albei dae ingesluit.

(3) (a) Elke werkgewer moet elke week die bedrag aangetoon in tabel A, in die Sentrale Vakansiefonds van die Kaapse Meubelnywerheid inbetaal ten opsigte van elkeen van sy werknemers, uitgesonderd leerlinge vir wie lone in klousule 2 van Deel II van die Ooreenkoms voorgeskryf word, vakleerlinge, kantoorwerknemers en werknemers wat 'n vasgestelde week- of maandloon ontvang en wat nie aanafrekkings ten opsigte van die werknemer se afwesigheid van die werk onderworpe is nie, ongeag die getal ure wat sodanige werknemer in 'n week gewerk het. Ingeval 'n werknemer van die werk af wegby, mag die werkgewer van die weekloon van die betrokke werknemer 'n bedrag aftrek wat bereken word deur die totale tyd van afwesigheid te vermenigvuldig met die aftrekking wat toelaatbaar is vir elke dienskategorie in tabel B hieronder aangetoon. Wanneer die afwesigheid aan siekte toe te skryf is (en die werknemer op las van die werkgewer 'n doktersertifikaat kan voorleë, of aan korttyd, moet die bedrag wat van die werknemer se loon afgetrek word, bereken word deur die totale tyd van afwesigheid te vermenigvuldig met die aftrekking wat toelaatbaar is vir elke kategorie diens soos aangetoon in tabel C hieronder:—

(i) VIR DIE TYDPERK WAT EINDIG OP 13 JANUARIE 1970

TABEL A

Voorgeskrewe weekloon		Weeklikse bydraes tot Vakansiefonds	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
35.00	31.50	2.80	2.52
28.00	25.20	2.24	2.01
24.00	21.60	1.92	1.73
23.33	21.00	1.86	1.68
22.00	19.80	1.76	1.59
—	19.25	—	1.54
19.25	17.33	1.54	1.39
17.50	15.75	1.40	1.26
14.70	13.23	1.17	1.06
14.19	12.78	1.13	1.02
13.00	11.70	1.04	0.94
12.44	11.20	0.99	0.89
11.88	10.70	0.95	0.86
11.50	10.35	0.92	0.83
10.17	9.16	0.81	0.73
9.06	8.16	0.72	0.65
7.90	7.11	0.63	0.57
6.78	6.11	0.54	0.49
5.64	5.08	0.45	0.41

(ii) For any time worked on a Sunday exceeding four (4) hours, an employee, other than a driver of a motor vehicle, shall be paid remuneration at a rate of not less than double his ordinary hourly rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double his ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day whichever is the greater.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

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

12. TRADE UNION CONTRIBUTIONS

Every employer shall each week deduct from the wages of each of his employees all contributions which are payable by the employees to the trade union of which he is a member.

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

13. HOLIDAYS

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

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day and Republic Day in 1971, shall be paid holidays.

(2) All factories shall close from 24 December to 13 January (both days inclusive).

(3) (a) Every employer shall pay each week into the Cape Furniture Holiday Central Fund in respect of each of his employees, excluding learners for whom wages are prescribed in clause 2 of Part II of the Agreement, apprentices, office employees, and employees in respect of whom a fixed weekly or monthly wage is payable and which wage is not subject to deductions in respect of the employee's absence from work, the amount shown in Table A, regardless of the number of hours worked by such an employee during the week. Should an employee absent himself from work, the employer may deduct from the weekly wage of the employee concerned, an amount calculated by multiplying the total time of absence by the deduction permissible for each category of employment shown in Table B hereunder. Where the absence is due to illness (and the employee can on demand by the employer produce a medical certificate) or short-time, the deduction to be made from the wage of the employee shall be calculated by multiplying the total time of absence by the deduction permissible for each category of employment as shown in Table C hereunder:—

(i) FOR THE PERIOD ENDING 13 JANUARY 1970

TABEL A

Prescribed weekly wage		Weekly contributions to Holiday Fund	
Area A	Area B	Area A	Area B
R	R	R	R
35.00	31.50	2.80	2.52
28.00	25.20	2.24	2.01
24.00	21.60	1.92	1.73
23.33	21.00	1.86	1.68
22.00	19.80	1.76	1.59
—	19.25	—	1.54
19.25	17.33	1.54	1.39
17.50	15.75	1.40	1.26
14.70	13.23	1.17	1.06
14.19	12.78	1.13	1.02
13.00	11.70	1.04	0.94
12.44	11.20	0.99	0.89
11.88	10.70	0.95	0.86
11.50	10.35	0.92	0.83
10.17	9.16	0.81	0.73
9.06	8.16	0.72	0.65
7.90	7.11	0.63	0.57
6.78	6.11	0.54	0.49
5.64	5.08	0.45	0.41

VIR DIE TYDPERK WAT EINDIG OP 13 JANUARIE 1970

TABEL B

Voorgeskrewe weekloon
Bedrag wat afgetrek moet word van die weekloon vir elke uur wat 'n werknemer uit eie beweging wegbly

Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
35.00	31.50	0.86	0.77
28.00	25.20	0.69	0.62
24.00	21.60	0.59	0.53
23.33	21.00	0.57	0.51
22.00	19.80	0.54	0.49
—	19.25	—	0.47
19.25	17.33	0.47	0.43
17.50	15.75	0.43	0.39
14.70	13.23	0.36	0.32
14.19	12.78	0.35	0.31
13.00	11.70	0.32	0.29
12.44	11.20	0.30	0.27
11.88	10.70	0.29	0.26
11.50	10.35	0.28	0.25
10.17	9.16	0.25	0.22
9.06	8.16	0.22	0.20
7.90	7.11	0.19	0.17
6.78	6.11	0.17	0.15
5.64	5.08	0.14	0.13

VIR DIE TYDPERK WAT EINDIG OP 13 JANUARIE 1970

TABEL C

Voorgeskrewe weekloon
Bedrag wat vir elke uur afwesigheid weens korttyd of siekte afgetrek moet word

Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
35.00	31.50	0.80	0.72
28.00	25.20	0.64	0.57
24.00	21.60	0.55	0.50
23.33	21.00	0.53	0.48
22.00	19.80	0.50	0.45
—	19.25	—	0.44
19.25	17.33	0.44	0.40
17.50	15.75	0.40	0.36
14.70	13.23	0.33	0.30
14.19	12.78	0.32	0.29
13.00	11.70	0.30	0.27
12.44	11.20	0.28	0.25
11.88	10.70	0.27	0.24
11.50	10.35	0.26	0.23
10.17	9.16	0.23	0.21
9.06	8.16	0.21	0.19
7.90	7.11	0.18	0.16
6.78	6.11	0.15	0.14
5.64	5.08	0.13	0.12

VIR DIE TYDPERK 14 JANUARIE 1970 TOT 13 JANUARIE 1971

TABEL A

Voorgeskrewe weekloon
Weeklikse bydraes tot die Vakansiefonds

Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
36.00	32.40	2.88	2.59
28.80	25.92	2.30	2.07
24.75	22.28	1.98	1.78
24.00	21.60	1.92	1.73
22.75	20.48	1.82	1.64
—	19.75	—	1.58
19.75	17.78	1.58	1.42
18.20	16.38	1.46	1.31
15.20	13.68	1.22	1.09
14.67	13.21	1.17	1.06
13.50	12.15	1.08	0.97
12.94	11.65	1.03	0.93
12.28	11.06	0.98	0.88
12.00	10.80	0.96	0.86
10.58	9.53	0.85	0.76
9.37	8.43	0.75	0.67
8.22	7.40	0.66	0.59
7.00	6.30	0.56	0.50
5.86	5.27	0.47	0.42

FOR THE PERIOD ENDING 13 JANUARY 1970

TABLE B

Prescribed weekly wage
Hourly deduction from weekly wage if employee stays away of own accord

Area A	Area B	Area A	Area B
R	R	R	R
35.00	31.50	0.86	0.77
28.00	25.20	0.69	0.62
24.00	21.60	0.59	0.53
23.33	21.00	0.57	0.51
22.00	19.80	0.54	0.49
—	19.25	—	0.47
19.25	17.33	0.47	0.43
17.50	15.75	0.43	0.39
14.70	13.23	0.36	0.32
14.19	12.78	0.35	0.31
13.00	11.70	0.32	0.29
12.44	11.20	0.30	0.27
11.88	10.70	0.29	0.26
11.50	10.35	0.28	0.25
10.17	9.16	0.25	0.22
9.06	8.16	0.22	0.20
7.90	7.11	0.19	0.17
6.78	6.11	0.17	0.15
5.64	5.08	0.14	0.13

FOR THE PERIOD ENDING 13 JANUARY 1970

TABLE C

Prescribed weekly wage
Hourly deduction for absence due to short-time or illness

Area A	Area B	Area A	Area B
R	R	R	R
35.00	31.50	0.80	0.72
28.00	25.20	0.64	0.57
24.00	21.60	0.55	0.50
23.33	21.00	0.53	0.48
22.00	19.80	0.50	0.45
—	19.25	—	0.44
19.25	17.33	0.44	0.40
17.50	15.75	0.40	0.36
14.70	13.23	0.33	0.30
14.19	12.78	0.32	0.29
13.00	11.70	0.30	0.27
12.44	11.20	0.28	0.25
11.88	10.70	0.27	0.24
11.50	10.35	0.26	0.23
10.17	9.16	0.23	0.21
9.06	8.16	0.21	0.19
7.90	7.11	0.18	0.16
6.78	6.11	0.15	0.14
5.64	5.08	0.13	0.12

FOR THE PERIOD 14 JANUARY 1970 TO 13 JANUARY 1971

TABLE A

Prescribed weekly wage
Weekly contributions to Holiday Fund

Area A	Area B	Area A	Area B
R	R	R	R
36.00	32.40	2.88	2.59
28.80	25.92	2.30	2.07
24.75	22.28	1.98	1.78
24.00	21.60	1.92	1.73
22.75	20.48	1.82	1.64
—	19.75	—	1.58
19.75	17.78	1.58	1.42
18.20	16.38	1.46	1.31
15.20	13.68	1.22	1.09
14.67	13.21	1.17	1.06
13.50	12.15	1.08	0.97
12.94	11.65	1.03	0.93
12.28	11.06	0.98	0.88
12.00	10.80	0.96	0.86
10.58	9.53	0.85	0.76
9.37	8.43	0.75	0.67
8.22	7.40	0.66	0.59
7.00	6.30	0.56	0.50
5.86	5.27	0.47	0.42

VIR DIE TYDPERK 14 JANUARIE 1970 TOT 13 JANUARIE 1971

TABEL B

Voorgeskrewe weekloon		Bedrag wat afgetrek moet word van die weekloon vir elke uur wat 'n werknemer uit eie beweging wegbly	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
36.00	32.40	0.88	0.80
28.80	25.92	0.70	0.63
24.75	22.28	0.61	0.55
24.00	21.60	0.59	0.53
22.75	20.48	0.56	0.50
—	19.75	—	0.49
19.75	17.78	0.49	0.44
18.20	16.38	0.45	0.40
15.20	13.68	0.38	0.34
14.67	13.21	0.36	0.32
13.50	12.15	0.33	0.30
12.94	11.65	0.32	0.29
12.28	11.06	0.30	0.27
12.00	10.80	0.29	0.26
10.58	9.53	0.26	0.23
9.37	8.43	0.23	0.21
8.22	7.40	0.20	0.18
7.00	6.30	0.17	0.15
5.86	5.27	0.14	0.13

VIR DIE TYDPERK 14 JANUARIE 1970 TOT 13 JANUARIE 1971

TABEL C

Voorgeskrewe weekloon		Bedrag wat vir elke uur afwesigheid weens korttyd of siekte afgetrek moet word	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
36.00	32.40	0.82	0.74
28.80	25.92	0.65	0.59
24.75	22.28	0.56	0.51
24.00	21.60	0.55	0.50
22.75	20.48	0.52	0.47
—	19.75	—	0.45
19.75	17.78	0.45	0.40
18.20	16.38	0.41	0.37
15.20	13.68	0.35	0.31
14.67	13.21	0.33	0.30
13.50	12.15	0.31	0.27
12.94	11.64	0.29	0.26
12.28	11.06	0.28	0.25
12.00	10.80	0.27	0.24
10.58	9.52	0.24	0.22
9.37	8.43	0.21	0.19
8.22	7.40	0.19	0.17
7.00	6.30	0.16	0.14
5.86	5.27	0.13	0.12

VIR DIE TYDPERK 14 JANUARIE 1971 TOT 13 JANUARIE 1972

TABEL A

Voorgeskrewe weekloon		Weeklikse bydraes tot Vakansiefonds	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
37.00	33.30	2.96	2.66
29.60	26.64	2.37	2.13
25.50	22.95	2.04	1.84
24.66	22.20	1.97	1.78
23.50	21.15	1.88	1.69
—	20.50	—	1.64
20.50	18.45	1.64	1.48
18.90	17.01	1.51	1.36
15.70	14.13	1.26	1.13
15.15	13.64	1.21	1.09
14.00	12.60	1.12	1.01
13.44	12.10	1.07	0.97
12.69	11.43	1.01	0.91
12.50	11.25	1.00	0.90
10.99	9.90	0.88	0.79
9.67	8.70	0.77	0.70
8.54	7.69	0.68	0.61
7.23	6.51	0.58	0.52
6.09	5.49	0.49	0.44

FOR THE PERIOD 14 JANUARY 1970 TO 13 JANUARY 1971

TABLE B

Prescribed weekly wage		Hourly deduction from weekly wage if employee stays away of own accord	
Area A	Area B	Area A	Area B
R	R	R	R
36.00	32.40	0.88	0.80
28.80	25.92	0.70	0.63
24.75	22.28	0.61	0.55
24.00	21.60	0.59	0.53
22.75	20.48	0.56	0.50
—	19.75	—	0.49
19.75	17.78	0.49	0.44
18.20	16.38	0.45	0.40
15.20	13.68	0.38	0.34
14.67	13.21	0.36	0.32
13.50	12.15	0.33	0.30
12.94	11.65	0.32	0.29
12.28	11.06	0.30	0.27
12.00	10.80	0.29	0.26
10.58	9.53	0.26	0.23
9.37	8.43	0.23	0.21
8.22	7.40	0.20	0.18
7.00	6.30	0.17	0.15
5.86	5.27	0.14	0.13

FOR THE PERIOD 14 JANUARY 1970 TO 13 JANUARY 1971

TABLE C

Prescribed weekly wage		Hourly deduction for absence due to short-time or illness	
Area A	Area B	Area A	Area B
R	R	R	R
36.00	32.40	0.82	0.74
28.80	25.92	0.65	0.59
24.75	22.28	0.56	0.51
24.00	21.60	0.55	0.50
22.75	20.48	0.52	0.47
—	19.75	—	0.45
19.75	17.78	0.45	0.40
18.20	16.38	0.41	0.37
15.20	13.68	0.35	0.31
14.67	13.21	0.33	0.30
13.50	12.15	0.31	0.27
12.94	11.64	0.29	0.26
12.28	11.06	0.28	0.25
12.00	10.80	0.27	0.24
10.58	9.52	0.24	0.22
9.37	8.43	0.21	0.19
8.22	7.40	0.19	0.17
7.00	6.30	0.16	0.14
5.86	5.27	0.13	0.12

FOR THE PERIOD 14 JANUARY 1971 TO 13 JANUARY 1972

TABLE A

Prescribed weekly wage		Weekly contributions to Holiday Fund	
Area A	Area B	Area A	Area B
R	R	R	R
37.00	33.30	2.96	2.66
29.60	26.64	2.37	2.13
25.50	22.95	2.04	1.84
24.66	22.20	1.97	1.78
23.50	21.15	1.88	1.69
—	20.50	—	1.64
20.50	18.45	1.64	1.48
18.90	17.01	1.51	1.36
15.70	14.13	1.26	1.13
15.15	13.64	1.21	1.09
14.00	12.60	1.12	1.01
13.44	12.10	1.07	0.97
12.69	11.43	1.01	0.91
12.50	11.25	1.00	0.90
10.99	9.90	0.88	0.79
9.67	8.70	0.77	0.70
8.54	7.69	0.68	0.61
7.23	6.51	0.58	0.52
6.09	5.49	0.49	0.44

VIR DIE TYDPERK 14 JANUARIE 1971 TOT 13 JANUARIE 1972

TABEL B

Voorgeskrewe weekloon		Bedrag wat afgetrek moet word van die weekloon vir elke uur wat die werknemer uit eie beweging wegbly	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
37.00	33.30	0.90	0.82
29.60	26.64	0.73	0.65
25.50	22.95	0.63	0.57
24.66	22.20	0.60	0.54
23.50	21.15	0.57	0.52
—	20.50	—	0.50
20.50	18.45	0.50	0.45
18.90	17.01	0.46	0.42
15.70	14.13	0.38	0.35
15.15	13.64	0.37	0.33
14.00	12.60	0.34	0.31
13.44	12.10	0.33	0.30
12.69	11.43	0.31	0.28
12.50	11.25	0.30	0.27
10.99	9.90	0.27	0.24
9.67	8.70	0.24	0.22
8.54	7.69	0.21	0.19
7.23	6.51	0.18	0.17
6.09	5.49	0.15	0.13

VIR DIE TYDPERK 14 JANUARIE 1971 TOT 13 JANUARIE 1972

TABEL C

Voorgeskrewe weekloon		Bedrag wat vir elke uur afwesigheid weens korttyd of siekte afgetrek moet word	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
37.00	33.30	0.84	0.76
29.60	26.64	0.67	0.60
25.50	22.95	0.58	0.52
24.66	22.20	0.56	0.50
23.50	21.15	0.53	0.48
—	20.50	—	0.47
20.50	18.45	0.47	0.42
18.90	17.01	0.43	0.39
15.70	14.13	0.35	0.32
15.15	13.64	0.34	0.31
14.00	12.60	0.32	0.29
13.44	12.10	0.30	0.27
12.69	11.43	0.29	0.26
12.50	11.25	0.28	0.25
10.99	9.90	0.25	0.23
9.67	8.70	0.22	0.20
8.54	7.69	0.19	0.17
7.23	6.51	0.16	0.14
6.09	5.49	0.14	0.12

VIR DIE TYDPERK 14 JANUARIE 1972 TOT 30 JUNIE 1972

TABEL A

Voorgeskrewe weekloon		Weeklikse bydraes tot Vakansiefonds	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
38.00	34.20	3.04	2.74
30.40	27.36	2.43	2.19
26.25	23.63	2.10	1.89
25.33	22.80	2.02	1.82
24.25	21.83	1.94	1.75
—	21.25	—	1.70
21.25	19.13	1.70	1.53
19.60	17.64	1.57	1.42
16.20	14.58	1.30	1.17
15.63	14.07	1.25	1.13
14.50	13.05	1.16	1.05
13.94	12.55	1.12	1.01
13.09	11.79	1.05	0.95
13.00	11.70	1.04	0.94
11.40	10.26	0.91	0.82
9.98	8.99	0.80	0.72
8.85	7.97	0.71	0.64
7.47	6.73	0.60	0.54
6.32	5.69	0.50	0.45

FOR THE PERIOD 14 JANUARY 1971 TO 13 JANUARY 1972

TABLE B

Prescribed weekly wage		Hourly deduction from weekly wage if employee stays away of own accord	
Area A	Area B	Area A	Area B
R	R	R	R
37.00	33.30	0.90	0.82
29.60	26.64	0.73	0.65
25.50	22.95	0.63	0.57
24.66	22.20	0.60	0.54
23.50	21.15	0.57	0.52
—	20.50	—	0.50
20.50	18.45	0.50	0.45
18.90	17.01	0.46	0.42
15.70	14.13	0.38	0.35
15.15	13.64	0.37	0.33
14.00	12.60	0.34	0.31
13.44	12.10	0.33	0.30
12.69	11.43	0.31	0.28
12.50	11.25	0.30	0.27
10.99	9.90	0.27	0.24
9.67	8.70	0.24	0.22
8.54	7.69	0.21	0.19
7.23	6.51	0.18	0.17
6.09	5.49	0.15	0.13

FOR THE PERIOD 14 JANUARY 1971 TO 13 JANUARY 1972

TABLE C

Prescribed weekly wage		Hourly deduction for absence due to short-time or illness	
Area A	Area B	Area A	Area B
R	R	R	R
37.00	33.30	0.84	0.76
29.60	26.64	0.67	0.60
25.50	22.95	0.58	0.52
24.66	22.20	0.56	0.50
23.50	21.15	0.53	0.48
—	20.50	—	0.47
20.50	18.45	0.47	0.42
18.90	17.01	0.43	0.39
15.70	14.13	0.35	0.32
15.15	13.64	0.34	0.31
14.00	12.60	0.32	0.29
13.44	12.10	0.30	0.27
12.69	11.43	0.29	0.26
12.50	11.25	0.28	0.25
10.99	9.90	0.25	0.23
9.67	8.70	0.22	0.20
8.54	7.69	0.19	0.17
7.23	6.51	0.16	0.14
6.09	5.49	0.14	0.12

FOR THE PERIOD 14 JANUARY 1972 TO 30 JUNE 1972

TABLE A

Prescribed weekly wage		Weekly contributions to Holiday Fund	
Area A	Area B	Area A	Area B
R	R	R	R
38.00	34.20	3.04	2.74
30.40	27.36	2.43	2.19
26.25	23.63	2.10	1.89
25.33	22.80	2.02	1.82
24.25	21.83	1.94	1.75
—	21.25	—	1.70
21.25	19.13	1.70	1.53
19.60	17.64	1.57	1.42
16.20	14.58	1.30	1.17
15.63	14.07	1.25	1.13
14.50	13.05	1.16	1.05
13.94	12.55	1.12	1.01
13.09	11.79	1.05	0.95
13.00	11.70	1.04	0.94
11.40	10.26	0.91	0.82
9.98	8.99	0.80	0.72
8.85	7.97	0.71	0.64
7.47	6.73	0.60	0.54
6.32	5.69	0.50	0.45

VIR DIE TYDPERK 14 JANUARIE 1972 TOT 30 JUNIE 1972

TABEL B

Voorgeskrewe weekloon		Bedrag wat afgetrek moet word van die weekloon vir elke uur wat werknemer uit eie beweging wegbly	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
38.00	34.20	0.93	0.84
30.40	27.36	0.74	0.67
26.25	23.63	0.64	0.58
25.33	22.80	0.62	0.56
24.25	21.83	0.59	0.54
—	21.25	—	0.52
21.25	19.13	0.52	0.47
19.60	17.64	0.48	0.44
16.20	14.58	0.40	0.36
15.63	14.07	0.38	0.35
14.50	13.05	0.35	0.32
13.94	12.55	0.34	0.31
13.09	11.79	0.32	0.29
13.00	11.70	0.32	0.29
11.40	10.26	0.28	0.25
9.98	8.99	0.24	0.22
8.85	7.97	0.22	0.20
7.47	6.73	0.18	0.16
6.32	5.69	0.15	0.14

VIR DIE TYDPERK 14 JANUARIE 1972 TOT 30 JUNIE 1972

TABEL C

Voorgeskrewe weekloon		Bedrag wat vir elke uur afwesigheid weens korttyd of siekte afgetrek moet word	
Gebied A	Gebied B	Gebied A	Gebied B
R	R	R	R
38.00	34.20	0.86	0.78
30.40	27.36	0.69	0.63
26.25	23.63	0.59	0.54
25.33	22.80	0.57	0.52
24.25	21.83	0.55	0.50
—	21.25	—	0.48
21.25	19.13	0.48	0.44
19.60	17.64	0.44	0.40
16.20	14.58	0.37	0.34
15.63	14.07	0.35	0.32
14.50	13.05	0.33	0.30
13.94	12.55	0.32	0.29
13.09	11.79	0.29	0.26
13.00	11.70	0.29	0.26
11.40	10.26	0.26	0.23
9.98	8.99	0.23	0.21
8.85	7.97	0.20	0.18
7.47	6.73	0.17	0.15
6.32	5.69	0.14	0.13

(b) Indien 'n werknemer 'n hoër loon ontvang as dié wat in Deel II voorgeskrif word vir die werksaamheid wat hy verrig, moet die bedrag wat afgetrek moet word ten opsigte van afwesigheid weens korttyd of siekte bereken word deur sy weekloon deur 44 te deel. As die werknemer uit eie beweging van die werk wegbly, moet die aftrekking vir afwesigheid bereken word deur agt persent by die weekloon te tel en die totaal deur 44 te deel.

(c) Benewens die bedrag voorgeskrif in paragraaf (a) van hierdie subklousule, moet 'n werknemer wat 'n weekloon betaal word wat hoër is as dié wat in Deel II van die Ooreenkoms voorgeskrif word, wanneer hy sy vakansiebonus betaal word, deur sy werkgever 'n bedrag betaal word wat bereken is teen agt persent op die verskil tussen die voorgeskrewe loon en die hoër loon wat hy ontvang.

(d) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet voor of op die 10de dag van elke maand wat op dié volg ten opsigte waarvan hulle verskuldig is, aan die Sekretaris van die Raad betaal word.

(e) Bedrae betaalbaar ingevolge paragraaf (a) hiervan moet deur die werkgever betaal word benewens die loon of oortyd-betaling wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, en moet nie van die loon of oortydbetaling van sodanige werknemer afgetrek word nie.

(f) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie betalings aan die Sentrale Fonds ingevolge paragraaf (a) hiervan gedoen word, asook van die bedrag wat aan die Sentrale Fonds ten opsigte van hom betaal word.

FOR THE PERIOD 14 JANUARY 1972 TO 30 JUNE 1972

TABLE B

Prescribed weekly wage		Hourly deduction from weekly wage if employee stays away of own accord	
Area A	Area B	Area A	Area B
R	R	R	R
38.00	34.20	0.93	0.84
30.40	27.36	0.74	0.67
26.25	23.63	0.64	0.58
25.33	22.80	0.62	0.56
24.25	21.83	0.59	0.54
—	21.25	—	0.52
21.25	19.13	0.52	0.47
19.60	17.64	0.48	0.44
16.20	14.58	0.40	0.36
15.63	14.07	0.38	0.35
14.50	13.05	0.35	0.32
13.94	12.55	0.34	0.31
13.09	11.79	0.32	0.29
13.00	11.70	0.32	0.29
11.40	10.26	0.28	0.25
9.98	8.99	0.24	0.22
8.85	7.97	0.22	0.20
7.47	6.73	0.18	0.16
6.32	5.69	0.15	0.14

FOR THE PERIOD 14 JANUARY 1972 TO 30 JUNE 1972

TABLE C

Prescribed weekly wage		Hourly deduction for absence due to short-time or illness	
Area A	Area B	Area A	Area B
R	R	R	R
38.00	34.20	0.86	0.78
30.40	27.36	0.69	0.63
26.25	23.63	0.59	0.54
25.33	22.80	0.57	0.52
24.25	21.83	0.55	0.50
—	21.25	—	0.48
21.25	19.13	0.48	0.44
19.60	17.64	0.44	0.40
16.20	14.58	0.37	0.34
15.63	14.07	0.35	0.32
14.50	13.05	0.33	0.30
13.94	12.55	0.32	0.29
13.09	11.79	0.29	0.26
13.00	11.70	0.29	0.26
11.40	10.26	0.26	0.23
9.98	8.99	0.23	0.21
8.85	7.97	0.20	0.18
7.47	6.73	0.17	0.15
6.32	5.69	0.14	0.13

(b) Should any employee receive a wage higher than that prescribed in Part II for the operation performed by him the deduction to be made in respect of any absence due to short-time or illness, shall be determined by dividing his weekly wage by 44. If the employee stays away from work of his own accord the deduction for absence shall be determined by adding eight per cent to the weekly wage and dividing the total by 44.

(c) In addition to the amount prescribed in paragraph (a) of this subclause, an employee who is paid a weekly wage in excess of that prescribed in Part II of this Agreement, shall be paid by his employer at the time he receives his holiday bonus, an amount calculated at the rate of 8 per cent on the difference between the prescribed wage and the higher wage received by him.

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

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

(f) The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (a) hereof in the central fund and the amount paid to the Central Fund in respect of him.

(g) Die Sentrale Fonds moet aangewend word om aan werknemers 'n vakansiebonus op onderstaande grondslag en oor ondergenoemde tydperke uit te keer:—

Tussen 8 en 23 Desember moet elke werknemer 'n vakansiebonus betaal word gelyk aan die bedrag wat ingevolge paragraaf (a) hiervan gedurende die jaar wat eindig op die eerste betaaldag in November ten opsigte van hom in die Sentrale Fonds inbetaal is.

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

(i) Die Raad moet van die geld wat aan die Sentrale Fonds behoort en wat meer is as wat hy nodig het, van tyd tot tyd op vaste deposito of as onmiddellik opeisbaar by 'n bank of geregistreerde bouvereniging belê en rente op sodanige belegging kom die algemene fondse van die Raad toe as vergoeding vir die Raad se bestuur van die fondse.

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

(k) Indien die boedel van 'n werkgewer gesekwestreer word, of indien 'n maatskappy wat 'n werkgewer is, in likwidasie geplaas word, en enige geld deur sodanige werkgewer aan die Raad verskuldig ingevolge paragraaf (a) hiervan ten opsigte van alle dienstdykerke van werknemers van hoogstens 12 maande, nie betaal is nie, word daar geag dat die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasie, geregtig is op een en 'n half dag verlof vir elke maand van sodanige tydperk van hoogstens 12 maande.

(l) Leerlinge vir wie lone in klousule 2 van Deel II van hierdie Ooreenkoms voorgeskryf word, moet vanaf 24 Desember tot en met 13 Januarie teen die voorgeskrewe lone betaal word asof hulle gedurende hierdie tydperk hul gewone werkure gewerk het.

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

(a) Alle geld ontvang—

(i) ingevolge paragraaf (a) hiervan;

(ii) uit enige ander bron; en

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

(n) Ingeval die Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk en 'n daaropvolgende ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na 'n ander Fonds ingestel vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is nie, moet die Fonds gelikwyder word. Gedurende voormelde tydperk van 12 maande of tot tyd en wyl die Fonds oorgedra is na 'n ander fonds waarna hierbo verwys word of voortgesit word deur 'n daaropvolgende ooreenkoms, moet die Fonds deur die Raad geadministreer word.

(o) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel 34 (2) van die Wet, kan die Registrateur 'n komitee aanstel uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante, en die Fonds moet steeds deur sodanige komitee geadministreer word. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of werknemers, na gelang van die geval, sodat daar ewe veel werkgewer- en werknemerverteenwoordigers in die komitee dien. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte te vervul of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds onuitvoerbaar of onwenslik maak, na die mening van die Registrateur, kan hy 'n trustee of trustees aanstel om die pligte van die komitee na te kom en sodanige trustee of trustees beskik dan oor al die bevoegdhede van die komitee vir dié doel. Indien die Raad nie bestaan nie, moet die Fonds by die verstryking van die Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval,

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

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

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

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

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

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

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

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

(a) all moneys received—

(i) in terms of paragraph (a) hereof;

(ii) from any other sources; and

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

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

(o) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence the Fund shall, upon the expiration of the Agreement be liquidated by the committee functioning in terms of this subclause, or the trustee

gelikwiedeer word op die wyse uiteengesit in subklousule (3) (p) van hierdie klousule en indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds afgehandel en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(p) By die likwidasië van die Fonds ooreenkomstig paragraaf (n) van hierdie subklousule moet die geld in die krediet van die Fonds na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

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

(b) Aan kantoorwerknemers moet afwesigheidsverlof met volle betaling van nie minder nie as twee agtereenvolgende weke ten opsigte van elke tydperk van 12 maande diens verleen word. Daar kan van kantoorwerknemers vereis word om hierdie verlof te neem gedurende die tydperk 24 Desember tot 13 Januarie (albei dae ingesluit) of op 'n datum wat deur die werkgewer vastgestel word. Met dien verstande dat hierdie datum nie later nie as vier maande na die beëindiging van die tydperk van 12 maande ten opsigte waarvan die verlof verskuldig is, mag wees nie.

(5) By beëindiging van diens moet 'n kantoorwerknemer ten volle uitbetaal word ten opsigte van verlof wat hom toekom maar wat nie voor die datum van beëindiging van sy diens aan hom toegestaan is nie, en een dag se besoldiging ten opsigte van elke voltooide maand diens na die datum waarop hy laas op verlof geregtig geword het ooreenkomstig die bepalings van subklousule (4).

'n Werknemer, wat nie 'n kantoorwerknemer is nie, en vir wie 'n loonskaal in Deel II van die Ooreenkoms voorgeskryf word, en ten opsigte van wie daar geen bydrae aan die Sentrale Fonds gemaak word nie, moet by beëindiging van diens een en 'n half dag se besoldiging ten opsigte van elke voltooide maand diens vanaf 14 Januarie ontvang.

14. VERSKAFFING VAN GEREEDSKAP

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

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

15. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is; met dien verstande dat die Raad, indien hy dit gerade ag en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ingevolge die bepalings van subklousule (2) van hierdie klousule vasgestel is waarop die vrystelling verleen word;
 - (d) die tydperk waarvoor die vrystelling geldig is; en
 - (e) die rede waarom die vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
 - (c) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

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

(6) Alle aansoeke om vrystelling moet op skrif wees.

or trustees as the case may be, in the manner set forth in subclause (3) (p) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

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

(b) Office employees will be granted leave of absence on full pay of not less than two consecutive weeks in respect of each period of 12 months employment. Office employees may be required to take this leave during the period 24 December to 13 January (both days inclusive), or at a date fixed by the employer provided that this date will not be more than four months after the termination of the period of 12 months in respect of which the leave is due.

(5) An office employee will upon termination of employment, receive his full pay in respect of leave which has accrued to him but was not granted to him before the date of termination of his employment, and one day's remuneration in respect of each completed month of employment after the date on which he last became entitled to leave in terms of subclause (4).

An employee, not an office employee, for whom a wage rate is prescribed in Part II of the Agreement, and in respect of whom no contribution is made to the Central Fund, will upon termination of employment receive one and a half day's remuneration, in respect of each completed month of employment from 14 January.

14. PROVISION OF TOOLS

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

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

15. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

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

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

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

16. BESTAANDE CERTIFIKATE

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

17. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks die bedrag hieronder genoem, van die lone van sy werknemers (uitgesonderd vakleerlinge en kantoorwerknemers) aftrek:—

Van die loon van 'n werknemer vir wie 'n loon van minder as R16 voorgeskryf word, drie sent.

Van die loon van 'n werknemer vir wie 'n loon van R16 of meer voorgeskryf word, agt sent. Geen bedrag mag afgetrek word as die totale weeklikse verdienste nie meer as R4.10 is nie.

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

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

(b) Adres waar die besigheid gedryf word en die woonadresse van die persone genoem in subklousule (1) (a) van hierdie klousule.

(c) Bedryf of bedrywe wat hy in die Nywerheid beoefen.

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

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

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

19. WERKENDE EIENAARS EN VENNOTE

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

20. TENTOONSTELLING VAN OOREENKOMS

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

21. BYHOU VAN REGISTERS

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

22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD

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

23. ADMINISTRASIE VAN OOREENKOMS

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

24. AGENTE

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

Die agent het die reg om—

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

16. EXISTING CERTIFICATE

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

17. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct from the wages of his employees (other than learner-apprentices and office employees) the amount shown hereunder:—

From the wage of an employee for whom a wage of less than R16 is prescribed, three cents.

From the wage of an employee for whom a wage of R16 or more is prescribed, eight cents. No deductions shall be made if the total weekly earnings do not exceed R4.10.

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

18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

(b) Address where the business is carried on and the residential addresses of the persons referred to in subclause (1) (a) of this clause.

(c) Trade or trades carried on by him in the Industry.

(d) Names of his employees and occupation in which they are employed.

(2) Where the employer is a partnership, information in accordance with subclause (1) of this clause 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) of this clause and such notification shall be given within 14 days of such alteration.

19. WORKING PROPRIETORS AND PARTNERS

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

20. EXHIBITION OF AGREEMENT

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

21. KEEPING OF RECORDS

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

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

23. ADMINISTRATION OF AGREEMENT

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

24. AGENTS

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

The Agent shall have the right to—

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

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

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

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

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

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

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

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

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

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

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

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

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

26. LONE

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

27. INDIENSNEMING VAN MINDERJARIGES

Niemand onder 16 jaar mag in die nywerheid in diens geneem word nie.

28. LEERLINGE

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

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

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk, 'n sertifikaat uitreik waarin vermeld word die naam van die werknemer, ouderdom, minimum loon aan hom betaalbaar, die naam van die werkgewer en die tydperk waarvoor die toestemming geldig is; met dien verstande dat die Raad, as hy dit wenslik ag, en as die bepalings van subklousule (7) van hierdie klousule nie meer van toepassing is nie, en nadat aan die werkgewer en die werknemer een week vooraf skriftelik kennis gegee is, enige sertifikaat wat ingevolge hierdie subklousule uitgereik is, mag intrek, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(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 question put;

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

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

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

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

25. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

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

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

26. WAGES

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

27. EMPLOYMENT OF MINORS

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

28. LEARNERS

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

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

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

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

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

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

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

(a) Veerdraadplegwerk;

(b) die maak van matrasse.

(iii) Leerlingenskap in naaiers- of naaisterwerk word toegestaan ten opsigte van onderstaande werksaamhede:—

(a) Glipsteekwerk, stik en/of inmeekaarsit van oortreкке, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar omvat nie die uitsny van oortreкке nie;

(b) die uitsny van matrasslope en -oortreкке en kopkussings.

(7) (i) Die Raad mag op aansoek die indiensneming van leerlinge in die volgende verhoudings magtig:—

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

Die leerlingeskappe by die maak van beddegoed en by die werk van naaiers of naaisters, moet slegs in 'n verhouding toegestaan word van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede genoem in klousules 5 (i) en 7 van Deel II van hierdie Ooreenkoms.

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

(iii) Die Raad het die bevoegdheid, indien hy oortuig is dat behoorlike opleidingsfasiliteite nie verskaf word nie, of op grond van enige ander afdoende rede, om enige sertifikaat, wat kragtens hierdie klousule uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(iv) Die bepalinge van subklousule (7) (i) is nie van toepassing op bedryfsinrigtings wat nie vir 'n ononderbroke tydperk van 12 maande bestaan het nie of bedryfsinrigtings ten opsigte waarvan die Raad afdoende rede het om te glo dat onvoldoende opleidingsfasiliteite bestaan vir enige applikant vir leerlingenskap.

(8) Die leerlingtydperk vir die klasse werk genoem in klousule 1 van Deel II van hierdie Ooreenkoms is vier jaar. Die leerlingtydperk vir die klasse werk wat in klousule 6 en 10 van Deel II genoem word, is twee jaar.

29. VOOR- EN NAMIDDAGPOUSES

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

30. WERKNEMERS WAT MEER AS EEN WERKSAAKHEID VERRIG

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

31. VERMINDERING VAN LONE

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

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

32. DIENSBEEÏNDIGING

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

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

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

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

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

(a) the weaving of spring wire mesh;

(b) the making of mattresses.

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

(a) slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers;

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

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

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

The learnerships in bedding making, seamstresses' or seamstresses' work shall be granted only in a ratio of one learner to each three adult employees engaged in the group of operations referred to in clauses 5 (1) and 7 of Part II of this Agreement.

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

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

(iv) The provision of subclause (7) (i) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has good and sufficient reason to believe have inadequate facilities for training any applicant for learnership.

(8) The period of learnership for the classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnership for the classes of work referred to in clauses 6 and 10 of Part II shall be two years.

29. FORENOON AND AFTERNOON BREAKS

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

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

31. ABATEMENT OF WAGES

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

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

32. TERMINATION OF EMPLOYMENT

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

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

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

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

33. VERBOD VAN INDIENSNEMING

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

34. BASIS VAN BESOLDIGING

Ondanks andersluidende bepalings in hierdie Ooreenkomms, moet daar vir alle werk betaal word teen die skaal voorgeskryf vir die werksaamheid of werksaamhede verrig, en is nie gebaseer op die tegniese bedrewenheid of kwalifikasies van die betrokke werknemer nie.

35. NAGSKOFWERK

Indien 'n werkgewer sy bedryfsinrigting sowel gedurende die dag as die nag wil laat werk, word alle tyd wat tussen 6 nm. en 6 vm. gewerk word, geag nagskofwerk te wees. Alle werknemers vir wie lone in die Ooreenkomms voorgeskryf is en wat verplig of toegelaat word om nagskofwerk te doen, moet benewens die voorgeskrewe loonskaal 'n verdere 10 persent (tien persent) van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

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

36. ONDERHOUDSTOELAE

Wanneer die werk van 'n bestuurder van 'n motorvoertuig hom verhoed om vir die nag terug te keer huis toe, moet hy, benewens die loon voorgeskryf in klousule 10 van Deel II van die Ooreenkomms, 'n onderhoudstoelae van minstens die volgende betaal word:—

	Gebied A R	Gebied B R
(a) As dit vir die werknemer nodig is om aandete en 'n bed te kry.....	1.25	1.12
(b) As dit vir die werknemer nodig is om aandete, bed en ontbyt te kry.....	1.50	1.35
(c) As dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te kry.....	1.75	1.58

37. UURLOON

(a) Ondanks andersluidende bepalings in hierdie Ooreenkomms, moet vir alle werk deur werknemers verrig, uitgesonderd die werk verrig deur opsigters of wagte, of werknemers in diens vir die aflewing van goedere, of werknemers wat 'n vaste weeklikse of maandelikse salaris ontvang, betaal word teen 'n uurloon: Die uurloon moet bereken word deur die voorgeskrewe weekloon deur 44 te deel.

(b) Ten einde die uurloon van opsigters of wagte te bereken, moet die voorgeskrewe weekloon deur 48 gedeel word.

38. VERANDERING VAN WERK

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

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

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

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

33. PROHIBITED EMPLOYMENT

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

34. BASIS OF PAYMENT

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

35. NIGHT SHIFT WORK

Should an employer require to operate his establishment both during the day and night, any time worked after 6 p.m. until 6 a.m. will be regarded as night shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night shift work must in addition to the prescribed wage rate receive an additional 10 per cent (ten per cent) of the prescribed rate for all time worked during the night shift.

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

36. SUBSISTENCE ALLOWANCE

Whenever the work of a driver of a motor vehicle precludes him from returning to his home for his night's rest, he shall be paid in addition to the wage prescribed in clause 10 of Part II of this Agreement, a subsistence allowance of not less than—

	Area A R	Area B R
(a) Where it is necessary for the employee to obtain an evening meal and a bed	1.25	1.12
(b) Where it is necessary for the employee to obtain an evening meal, bed and breakfast.....	1.50	1.35
(c) Where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal.....	1.75	1.58

37. HOURLY RATE

(a) Notwithstanding anything to the contrary in this Agreement, all work performed by employees other than caretakers or watchmen, or employees employed on the delivery of goods, or employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate: The hourly rate to be determined by dividing the prescribed weekly rate by 44.

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

38. CHANGE OF OCCUPATION

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

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

39. MAANDSTAAT

Alle bedrae wat aan die Raad betaal moet word ingevolge klousules 12, 13 en 17 van hierdie Ooreenkoms en klousule 8 van die Voorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing R. 2013 van 11 Julie 1969 en moet vergesel gaan van 'n staat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

40. SIEKTEVERLOF

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

(a) minstens 20 werkdade in die geval van 'n werknemer wat vyf dae per week werk; en

(b) minstens 24 werkdade in die geval van alle ander werknemers,

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

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

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

(2) By die toepassing van hierdie klousule—

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

(i) kragtens klousule 13 met verlof is;

(ii) kragtens subklousule (1) met siekteverlof is;

(iii) op las of op versoek van sy werkgewer van sy werk afwesig is;

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

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

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

(3) Die bepalinge van hierdie klousule is nie ten opsigte van werknemers van toepassing nie wat lede is van die Siektebesoldigingsfonds van die Meubelnywerheid van Wes-Kaapland, ingestel kragtens die ooreenkoms gepubliseer by Goewermentskennisgewing 704 van 26 April 1968.

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

39. MONTHLY STATEMENT

All payments to be made to the Council in terms of clauses 12, 13, and 17 of this Agreement and clause 8 of the Provident Fund Agreement, published under Government Notice R. 2013 of 11 July 1969, and must be accompanied by a statement in the form prescribed in Annexure A to this Agreement.

40. SICK LEAVE

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

(a) in the case of an employee who works a five-day week not less than 20 working days; and

(b) in the case of every other employee, not less than 24 working days,

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

(i) in 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, two working days in respect of each completed period of five weeks of employment and, in the case of every other employee, two working days in respect of each completed month of employment;

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

(2) For the purposes of this clause—

(a) "employment" includes any period during which an employee—

(i) is on leave in terms of clause 13;

(ii) is on sick leave in terms of subclause (1);

(iii) is absent from work on the instructions or at the request of his employer;

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

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

(b) "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 scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) The provisions of this clause shall not apply in respect of employees who are members of the Sick Pay Fund of the Furniture Manufacturing Industry of the Western Cape established in terms of the agreement published under Government Notice R. 704 of 26 April 1968.

(Staat ingedien ingevolge klousule 39 van die Ooreenkoms.)

Tieks moet voor of op die tiende dag van elke maand gestuur word aan die Sekretaris, Posbus 964, Kaapstad.

Maand

[illegible]

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

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

Month.

[illegible]

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

<i>Dag</i>	<i>Begin-tyd</i>	<i>Ophou-tyd</i>	<i>Etensuur</i>
Maandae.....	vm. tot	nm.	nm. tot nm.
Dinsdae.....	vm. tot	nm.	nm. tot nm.
Woensdae.....	vm. tot	nm.	nm. tot nm.
Donderdae.....	vm. tot	nm.	nm. tot nm.
Vrydae.....	vm. tot	nm.	nm. tot nm.
Saterdag.....	vm. tot	nm.	nm. tot nm.
Voormiddagpouse....	vm. tot	vm.	
Namiddagpouse....	nm. tot	nm.	

(Doktersertifikaat ingevolge klousule 28 van die Ooreenkoms vir die Meubelnywerheid)

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

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

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

Plek _____ Datum _____ 19 _____ Mediese Beampte

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

<i>Day</i>	<i>Starting time</i>	<i>Finishing time</i>	<i>Meal hour</i>
Mondays.....	— a.m. to —	— p.m. to —	— p.m. to —
Tuesdays.....	— a.m. to —	— p.m. to —	— p.m. to —
Wednesdays.....	— a.m. to —	— p.m. to —	— p.m. to —
Thursdays.....	— a.m. to —	— p.m. to —	— p.m. to —
Fridays.....	— a.m. to —	— p.m. to —	— p.m. to —
Saturdays.....	— a.m. to —	— p.m. to —	— p.m. to —
Forenoon break....	— a.m. to —	a.m.	
Afternoon break....	— p.m. to —	p.m.	

(Medical Certificate under Clause 28 of the Agreement for Furniture Industry)

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

I am satisfied/I am not satisfied that he/she is in sound health and fit for employment as an apprentice in the trade of _____ or any trade, without danger to himself/herself or others:—

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

Place _____
Date _____ 19____ Medical Officer, _____

DEEL II

Die lone hieronder voorgeskryf, is ooreenkomstig klousule 26 van Deel I van die Ooreenkoms van toepassing op Gebiede A en B vir die tydperk wat op 30 Junie 1972 eindig.

1. (i) Met uitsondering van die werknemers wat in Klousules 1 (ii) tot en met 14 hieronder bedoel word, moet elke werknemer in diens in al die of enigeen van die werksaamhede wat in die Meubelnywerheid verrig word op die datum van publikasie van hierdie Ooreenkoms in die *Staatskoerant*, die minimum loon betaal word wat voorgeskryf word vir die gebied waarin hy in diens is: Met dien verstande dat daar ten opsigte van elke nuwe werksaamheid wat ingestel word en wat nie in Klousules 1 (ii) tot en met 14 genoem word nie, betaal word teen die minimum loon wat in Klousule 1 (i) voorgeskryf word, tot tyd en wyl die Raad die loonskaal vir die werksaamheid vasstel.

	Tydperk wat eindig op 13.1.70	Tydperk 14.1.70 tot 31.1.71	Tydperk 14.1.71 tot 13.1.72	Tydperk 14.1.72 tot 30.6.72
	R	R	R	R
Minimum weekloon, gebied A.....	35.00	36.00	37.00	38.00
Minimum weekloon, gebied B.....	31.50	32.40	33.30	34.20

- (ii) Verbeteraars gedurende die eerste ses maande diens na voltooiing van vakleerlingskap:

	Tydperk wat eindig op 13.1.70	Tydperk 14.1.70 tot 13.1.71	Tydperk 14.1.71 tot 13.1.72	Tydperk 14.1.72 tot 30.6.72
	R	R	R	R
Minimum weekloon, gebied A.....	23.33	24.00	24.66	25.33
Minimum weekloon, gebied B.....	21.00	21.60	22.20	22.80

Verbeteraars gedurende die tweede ses maande van diens na voltooiing van vakleerlingskap:—

	Tydperk wat eindig op 13.1.70	Tydperk 14.1.70 tot 13.1.71	Tydperk 14.1.71 tot 13.1.72	Tydperk 14.1.72 tot 30.6.72
	R	R	R	R
Minimum weekloon, gebied A.....	28.00	28.80	29.60	30.40
Minimum weekloon, gebied B.....	25.20	25.92	26.64	27.36

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

Die loonskaal vir elke jaar van die tydperk van vier jaar leelingskap is dieselfde as dié voorgeskryf vir vakleerlinge in diens in die ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944. Daarna die lone voorgeskryf in Klousule 1.

3. (i) Jeugdige manlike werkers werksaam in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die gemagtigde proeftydperk, dertig persent van die loonskaal voorgeskryf in Klousule 1 (i).
(ii) Alle ander jeugdiges: Die minimum voorgeskrewe loon vir volwasse werknemers in diens in dieselfde klas werk:

	Tydperk wat eindig op 13.1.70		Tydperk 14.1.70 tot 13.1.71		Tydperk 14.1.71 tot 13.1.72		Tydperk 14.1.72 tot 30.6.73	
	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week
4. Werknemers wat—	R	R	R	R	R	R	R	R
(1) gate boor.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(2) kussings met veerbinnewerk en/of veereenhede vul.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(3) klaargemaakte rottangmatte vassit...	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(4) tapgate slegs op tapmasjien boor...	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(5) die uitholmasjien bedien om uithol- lings vir slotte en skarniere te sny...	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(6) eendromskuurder, oopbandskuurder, oopsyfskuurder, tolskuurder en lug- ge vulde skuurder oprig en bedien, met dien verstande dat geen bruining, mengwerk of polering gedoen word nie	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
5. Werknemers wat—								
(1) was aanwend.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(2) soliede hout met die hand of meganiese buig.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(3) meubels bleik.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(4) alle soorte boutwerk doen, uitge- sonderd die aansit van slotte, skar- niere, alle soorte ornamente en hand- vatsels waarvoor daar nie in sub- afdeling (8) voorsiening gemaak word nie.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(5) met die hand of draagbare skuurder en/of fynskuurmasjien bruineer en/of mengwerk doen.....	13.00	11.70	13.50	12.15	14.00	12.60	14.40	13.05
(6) gate, barste en/of grofdradige opper- vlaktes in meubels met houtvulsel, gips of dergelike stowwe vul.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(7) rolwieleltjies, sokke, koepels, skroef- sokke of moere, moederksels, beslag- ringe en gylstukke aansit.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(8) handvatsels deur middel van skroewe, boute en moere, en skroefboute deur vooraafgeboorde gate vasheg, met dien verstande dat dit met die hand vas- gedraai word sonder om gereedskap te gebruik.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05

	Tidperk wat eindig op 13.1.70		Tidperk 14.1.70 tot 13.1.71		Tidperk 14.1.71 tot 13.1.72		Tidperk 14.1.72 tot 30.6.73	
	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week
	R	R	R	R	R	R	R	R
(9) touweefsel en/of plaasvervangers aansit, kronkelvere aan sodanige touweefsel en/of plaasvervangers aansit, maar nie sodanige kronkelvere vaswoel nie. Dié werk sluit die bedekking van vere op watter manier ook al uit.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(10) bedysters, bedarmpies, hangerboute en plate aansit.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(11) heliese vere en/of sigsag- of nie-sigsak-veerwerk inhaak.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(13) houttappenne en penne met die hand en/of masjien maak en/of afspits..	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(14) rande verf en/of vul voor polering of bespuiting.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg).....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(16) politoer of verf van gepoleerde of geverfde meubels verwyder.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(17) met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word, stilstaan of draai....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(18) metaal bespuit.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(19) slegs met die hand beits, olie, en/of hernuwe en oortollige olie en grint uit binnestes verwyder.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(20) die agtergrond van houtsneewerk stipfel.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(21) bome aan gestoffeerde artikels vaspyker.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(22) laaghout aan los sitplekrame vaspyker voor dit gestoffeer word.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(23) klapperhaar of ander materiaal met masjien pluus.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(24) slegs met die hand meubels opknop wat bespuit en afgewerk is met 'n lakvernys wat gepigmenteer maar nie deurskynend is nie.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(25) deur en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word...	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
6. Werknemers wat—								
(1) beddens maak, waarmee bedoel word vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik van alle soorte matrasse gevul met klapperhaar, "hairlock", vlok, katoenvulsel, haarveselwol, vere, gras, kaf, strooi, rubber, of enige ander dergelike stof; of enige kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoelkussings, peule, oortrekke, bedspreie, die aanklop en/of aanhaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar met uitsluiting van ondergenoemde diverse werksaamhede	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(2) Knope aan slegs los stoelkussings werk	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(3) Kussings met veerbinnewerk en/of veereenhede vul.....	22.00	19.80	22.75	20.48	23.50	21.15	25.25	21.83
(4) Vulsel op veereenhede spreit wat in matrasse en kussings gebruik word..	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(5) Topdeurstikmasjien bedien.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(6) Rame en rollers vir die topdeurstikmasjien berei.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(7) Rolkantwerk met die hand of masjien doen.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(8) Matrastoppe, hetsy gestik of nie, in posisie vassit om 'n voorafgeboude binnewerk of binneveermatras te bou	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(9) Deurgevlegde kussinkies met die hand of masjien aan veereenhede vassit, stik of vaskram.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(10) Rande systik.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83

	Tydperk wat eindig op 13.1.70		Tydperk 14.1.70 tot 13.1.71		Tydperk 14.1.71 tot 13.1.72		Tydperk 14.1.72 tot 30.6.73	
	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week
	R	R	R	R	R	R	R	R
(11) Vulsel met die hand of masjien in matrasslope insteek.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(12) Bande aan kante van 'n binneveer- matras stik.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(13) Met die hand of masjien kwassies maak.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(14) Veermaas vleg.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
7. Werknemers wat—								
(1) alle stikwerk doen wat nodig is by die vervaardiging van toppe, rande, ma- trasslope, ateljeerusbankoortrekkers en onderdele.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(2) met die hand of masjien die bek van die matras toewerk.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(3) kopkussings, stoelkussings en peule toewerk.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(4) toppe, rande en oortrekkers vir ma- trasse, bedekte bedvoetstukke en kop- kussings uitsny.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(5) kantlengtes saamvoeg.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(6) 'n randdeurstikmasjien bedien ongeag of die rand met draad of met ogies deurgestik word.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(7) Matrashandvatsels aan kante stik...	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(8) gestikte rande aan matrassenehede stik voor die stik van bande.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
8. Werknemers wat—								
(1) geweefde draadmaas en kettingveer- maas in rame vir beddegoed monteër, daaraan vasslaan of haak, afgesien van die materiaal waarvan die rame ge- maak is.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(2) 'n matrasmaker help om matrassie te vul en/of slope van matrassie en rande tydelik te sluit deur middel van steek- penne en/of spelde.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(3) vereenheide aan bedrame heg.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(4) handvatsels aan matrassie heg, maar nie hoekysters boor en tap nie.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(5) lusse aan knope of kwassies heg....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(6) 'n lusmasjien bedien.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(7) bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(8) kussinkies uitsny en maak, ongeag die materiaal gebruik.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(9) gestikte kante volgens lengte uitsny.	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(10) die deurvlegmasjien voer.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(11) rolwielletjies en sokke aansit, maar nie gate boor nie.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(12) bedysters en/of bedarmpies aansit...	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(13) lusse aan naalde hang by drukmatras- steekwerk.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(14) dockspreimasjien laai, stoot en bedien	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(15) 'n pluismasjien bedien.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(16) latte en dwarsstawe in posisie plaas of touweefsel aan matrassie of bedrame heg.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(17) 'n maas op 'n matrassie in posisie plaas en daaraan heg.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(18) spoel vir 'n randdeurstikmasjien berei	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(19) gate pons in en ventileerders en hand- vatsels heg aan matrassie.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(20) rame vir beddegoed met die hand beits en/of vernis.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
9. Leerlinge in diens om die klasse werk wat in klousule 6 bedoel word, te leer:								
Vir die eerste ses maande diens.....	6.78	6.11	7.00	6.30	7.23	6.51	7.47	6.73
Vir die tweede ses maande diens.....	9.06	8.16	9.37	8.43	9.67	8.78	9.98	8.99
Vir die derde ses maande diens.....	11.88	10.70	12.28	11.06	12.69	11.43	13.09	11.79
Vir die vierde ses maande diens.....	14.19	12.78	14.67	13.21	15.15	13.64	15.63	14.07
Daarna die lone in klousule 6 voor- geskryf.								
10. Werknemers wat uitsluitlik of gedeeltelik in enigeen van die volgende werksaam- hede wat met die hand of 'n meganiese toestel verrig word, werksaam is: glip- steekwerk aan, stik en/of aanmekeer- voeg van oortrekkers, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar nie die uitsny van oortrekkers nie.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64

	Tydperk wat eindig op 13.1.70		Tydperk 14.1.70 tot 13.1.71		Tydperk 14.1.71 tot 13.1.72		Tydperk 14.1.72 tot 30.6.73	
	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week
	R	R	R	R	R	R	R	R
11. Leerlinge in diens om die klas werk in klousule 10 bedoel, te leer:—								
Vir die eerste ses maande diens.....	5.64	5.08	5.86	5.27	6.09	5.49	6.32	5.69
Vir die tweede ses maande diens.....	7.90	7.11	8.22	7.40	8.54	7.69	8.85	7.97
Vir die derde ses maande diens.....	10.17	9.16	10.58	9.53	10.99	9.90	11.40	10.26
Vir die vierde ses maande diens.....	12.44	11.20	12.94	11.65	13.44	12.10	13.94	12.55
Daarna die lone in klousule 10 voorgeskryf.								
12. Werknemers wat—								
(1) lym en lymverhardmiddels met die hand, kwas of masjien aanwend en/of spreid maar uitdruklik met uitsondering van die aannekaarsit of monteer van meubelonderdele.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
Hierdie uitsondering is nie van toepassing op die werknemers wat in subklousule 45 hieronder genoem word nie								
(2) 'n meubelmasjienwerker help om materiale voor en na masjienwerk te hanteer.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(3) 'n stofferder help deur oortreksel vas te hou.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(4) stoomketel, verbrander en/of oond bedien.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(5) toesig hou oor stofsakke en/of siklone van skuurmasjien.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(6) stofpersspringere baal en indompel..	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(7) klapperhaar met die hand uitklop en/of pluus.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(8) metaaldele buig, klink, boor en/of inmeekaarsit.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(9) uitrustings skoonmaak en -blaas....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(10) masjinerie, installasie, gereedskap, spuittoestelle en gerei skoonmaak...	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(11) persele skoonmaak en vee.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(12) metaalstawe skoonmaak.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(13) metaalstawe sny, hingsels, metaalbuise, metaalstrokie, kettings, hoepelyster en alle dergelike materiaal sny	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(14) rubber, eenhede of plaasvervangers sny en vaslym en sodanige rubber, eenhede of plaasvervangers aan kaal rame en sitplekke vasheg, maar dit nie vaswerk, -kram of -ryg nie.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(15) boodskappe doen.....	11.40	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(16) met handvoertuie affewer.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(17) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veereenhede nie.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(18) enige soort gelymde blok vasheg....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(19) skuurpapierskywe lym.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(20) lym meng, weeg en berei.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(21) materiaal hanteer en dra.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(22) rubbereenhede in matrasslope insit..	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(23) skroewe insit voordat dit vasgeskroef word.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(24) tappenne en/of kartelkramme inslaan	12.50	11.25	13.00	11.70	11.50	10.35	12.00	10.80
(25) afwit.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(26) klemtoestelle met materiaal laai en ontlaai ter voorbereiding van masjinerie, met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kram nie.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(27) drooggoonde laai en ontlaai.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(28) voertuie laai en/of aflaai.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(29) enige soort vakuumsak en pers laai en ontlaai.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(30) knope maak.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(31) skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(32) tee of ander dergelike drank maak	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(33) met leipatroon, patroon en/of setmaat afmerk ter voorbereiding van masjinerie.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(34) masjiene en/of voertuie olie en smeer	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(35) tapplatdrukmasjiene bedien.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(36) fineerperse bedien, maar nie gemasjineerde of gefineerde dele saampers nie	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70

	Tydperk wat eindig op 13.1.70		Tydperk 14.1.70 tot 13.1.71		Tydperk 14.1.71 tot 13.1.72		Tydperk 14.1.72 tot 30.6.73	
	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week
	R	R	R	R	R	R	R	R
(37) artikels in kartonne en/of kartonhouers verpak en daarna dié kartonne en kartonhouers vul en sluit.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(38) 'n voertuig of handkar stoot of trek	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(39) meubelonderdele wat vasgekramp of geklamp moet word, inmekaar sit of monteer, met dien verstande dat die verhouding van werknemers wat hierdie werksaamheid verrig tot werknemers wat die loon ontvang wat voorgeskryf word in klousule I van hierdie deel en wat kramp- of klampwerk verrig, nie meer as twee tot een moet wees nie.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(40) lym van m.u.b. is v.rwyder.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(41) fineerrande verwyder.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(42) lym en papier van geperste fineerhout, gom of ander bande verwyder, afwas en/of skoonmaak.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(43) ysterboute en -stawe klink of draad daarvoor aansny.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(44) onderdele na perswerk opstapel.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(45) hoepelyster vir touweefwerk gebruik, reguit maak en/of sny.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(46) materiaal deursy.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(47) stoffeersel en beddegoed uitmekaar haal.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(48) fineerhout toedraai en fineerpers bedien.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(49) fineerstukke, laaghout en hardbord met bande, kramme en/of spykers vir perswerk aan rame of kernmateriaal vassit.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(50) bandlose laswerk met 'n masjien doen	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(51) klapperhaar of 'n ander materiaal met die hand pluus.....	11.50	10.35	12.00	10.80	12.50	11.35	13.00	11.70
(52) hout vir preserving behandel.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(53) grondstowwe uitpak, baal en uit bale haal.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(54) rande fineer.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(55) lym afwas en/of afvee.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(56) kopkussings, peule, spreie en stoelkussings weeg.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(57) artikels in papier of karton toedraai	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
13. Werknemers in diens—								
(1) vir sweiswerk, uitgesonderd punt-sweiswerk.....	35.00	31.50	36.00	32.40	37.00	33.30	38.00	34.20
(2) vir puntswaiswerk.....	19.25	19.25	19.75	19.75	20.50	20.50	21.25	21.25
(3) vir onderhoud van masjinerie.....	35.00	31.50	36.00	32.40	37.00	33.30	38.00	34.20
(4) as 'n versendingsklerk, pakhuisman, tydonnemer.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(5) as opsigter, wag.....	14.70	13.23	15.20	13.68	15.70	14.13	16.20	14.58
(6) as verpakker.....	14.70	13.23	15.20	13.68	15.70	14.13	16.20	14.58
(7) As leerlingverpakker.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(8) as bestuurder van 'n motorvoertuig waarvan die onbelaste gewig volgens lisensie meer as 10,000 lb. is.....	24.00	21.60	24.75	22.28	25.50	22.95	26.25	23.63
(9) as bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 10,000 lb. is	19.25	17.33	19.75	17.78	20.50	18.45	21.25	19.13
(10) as bestuurder van 'n vruckhyswa....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
14. Kantoorwerknemers: Ondanks andersluidende bepalings in dié Ooreenkoms, is die volgende lone betaalbaar aan manlike en vroulike werknemers wat skryf-, liasseer- of 'n ander soort klerklike werk verrig, en omvat kantoorwerknemers ook 'n kassier en 'n telefonis:								
Mans:								
	Per maand	Per maand	Per maand	Per maand	Per maand	Per maand	Per maand	Per maand
	R	R	R	R	R	R	R	R
Eerste jaar diens.....	40.00	36.00	40.00	36.00	40.00	36.00	40.00	36.00
Tweede jaar diens.....	50.00	45.00	50.00	45.00	50.00	45.00	50.00	45.00
Derde jaar diens.....	60.00	54.00	60.00	54.00	60.00	54.00	60.00	54.00
Vierde jaar diens.....	70.00	63.00	70.00	63.00	70.00	63.00	70.00	63.00
Vyfde jaar diens.....	80.00	72.00	80.00	72.00	80.00	72.00	80.00	72.00
Daarna.....	90.00	81.00	90.00	81.00	90.00	81.00	90.00	81.00

	Tydperk wat eindig op 13.1.70		Tydperk 14.1.70 tot 13.1.71		Tydperk 14.1.71 tot 13.1.72		Tydperk 14.1.72 tot 30.6.73	
	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week	Gebied A per week	Gebied B per week
	R	R	R	R	R	R	R	R
Vrouens:								
Eerste jaar diens.....	40.00	36.00	40.00	36.00	40.00	36.00	40.00	36.00
Tweede jaar diens.....	50.00	45.00	50.00	45.00	50.00	45.00	50.00	45.00
Derde jaar diens.....	60.00	54.00	60.00	54.00	60.00	54.00	60.00	54.00
Vierde jaar diens.....	70.00	63.00	70.00	63.00	70.00	63.00	70.00	63.00
Daarna.....	80.00	72.00	80.00	72.00	80.00	72.00	80.00	72.00
15. Werknemers in diens—								
(1) as voormanne verantwoordelik vir alle of enigeen van die werknemers vir wie lone in dié Ooreenkoms voor- geskryf word.....	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
	35.00	31.50	36.00	32.40	37.00	33.30	38.00	34.20
(2) as voormanne verantwoordelik vir werknemers vir wie 'n loon van mins- tens R22 in Gebied A en R19.80 in gebied B voorgeskryf word.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(3) as voormanne verantwoordelik vir werknemers vir wie 'n loon van mins- tens R17.50 in gebied A en R15.75 in gebied B voorgeskryf word.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(4) as voormanne verantwoordelik vir werknemers vir wie 'n loon van mins- tens R13.00 in gebied A en R11.70 in gebied B voorgeskryf word.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05

PART II

The wages prescribed hereunder shall in accordance with Clause 26 of Part I of the Agreement apply to Areas A and B for the period ending 30 June 1972.

1. (i) With the exception of the employees referred to in Clauses 1 (ii) to 14 inclusive hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Industry at the date of gazettal of this Agreement shall be paid the minimum wage prescribed for the area in which he is employed, provided that any new operation introduced and not specified in Clauses 1 (ii) to 14 inclusive, shall be paid at the minimum wage prescribed in Clause 1 (i) until such time as the Council determine the wage rate for the operation.

	Period ending 13.1.70	Period 14.1.70 to 13.1.71	Period 14.1.71 to 13.1.72	Period 14.1.72 to 30.6.72
Minimum wage per week, Area A.....	R 35.00	R 36.00	R 37.00	R 38.00
Minimum wage per week, Area B.....	31.50	32.40	33.30	34.20
(ii) Improvers during the first six months of employment after completion of apprenticeship:—				
	Period ending 13.1.70	Period 14.1.70 to 13.1.71	Period 14.1.71 to 13.1.72	Period 14.1.72 to 30.6.72
Minimum wage per week, Area A.....	R 23.33	R 24.00	R 24.66	R 25.33
Minimum wage per week, Area B.....	21.00	21.60	22.20	22.80
Improvers during the second six months of employment after completion of apprenticeship:—				
	Period ending 13.1.70	Period 14.1.70 to 13.1.71	Period 14.1.71 to 13.1.72	Period 14.1.72 to 30.6.72
Minimum wage per week, Area A.....	R 28.00	R 28.80	R 29.60	R 30.40
Minimum wage per week, Area B.....	25.20	25.92	26.64	27.36

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

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

3. (i) Juvenile male employees engaged in a trade or branch of trade designated under the Apprenticeship Act, 1944 during the authorized probation period 30 per cent of the wage rate prescribed in Clause 1 (i).
(ii) All other juveniles—The minimum wage prescribed for adult employees employed on the same class of work:—

	Period ending 31.1.70		Period 14.1.70 to 13.1.71		Period 14.1.71 to 13.1.72		Period 14.1.72 to 30.6.72	
	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R
4. Employees engaged in:—								
(1) Boring holes.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(2) Filling of cushions with spring in- teriors and for spring units.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(3) Fixing of ready-made cane mats....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(4) Morticing on the mortice machine only	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(5) Operating the hinge recessing machine to cut recesses for locks and hinges	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83

	Period ending 31.1.70		Period 14.1.70 to 13.1.71		Period 14.1.71 to 13.1.72		Period 14.1.72 to 30.6.72	
	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R
(6) Setting up and operating single drum sander, open belt sander, open disc sander, bobbin sander, air filled sander provided no burnishing, compounding or polishing is performed.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
5. Employees engaged in:—								
(1) Applying wax.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(2) Bending of solid timber by hand or mechanical process.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(3) Bleaching of furniture.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(4) Bolting of all types excluding the attachment of locks, hinges, all types of ornaments, and handles not provided for in subsection (8).....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(5) Burnishing and/or compounding by hand, or portable sander and/or buffer.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(6) Filling of holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of paris or similar substances.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(7) Fitting castors, sockets, domes, threaded sockets or nuts, nut-covers, ferrules and glides.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(8) Fixing of handles by screws, bolts and nuts, screwbolts, through pre-bored holes provided these are tightened by hand without tools being used	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(9) Fixing of webbing and/or substitutes, the attaching of coil springs to such webbing and/or substitutes, but excluding the lashing of such coil springs. This operation shall exclude the covering of any springs in any manner whatsoever.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(10) Fixing of bed irons, bed brackets, hanger-bolts and plates.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(11) Hooking on of helical springs and/or zig-zag or no-sag type of springing..	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(12) Inserting ornamental plastic or metal beading into prepared grooves.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(13) Making and/or pointing of wooden dowels and pins by hand and/or machine	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(14) Painting and/or filling of edges prior to polishing or spraying.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(15) Riemple work (the attachment of riempies to chairs, stools and couches)	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(16) Removing of polish or paint from polished or painted furniture.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(17) Sandpapering by hand and/or portable sander regardless of whether the article papered is stationary or rotating...	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(18) Spraying of metal.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(19) Staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(20) Stippling the background of carving	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(21) Tacking on of bottoms to upholstered articles.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(22) Tacking of plywood on to loose seat frames prior to upholstery.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(23) Teasing coir or other materials by machine.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(24) Touching up by hand only, furniture sprayed and finished with a pigmented but not translucent lacquer.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(25) Unscrewing doors and fittings from furniture so that such doors and furniture can be waxed or polished.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
6. Employees engaged in:—								
(1) Bedding making, which means the manufacture by hand or mechanical appliance, either in whole or in part of all types of mattresses filled with coir, hairlock, flock, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber or any other similar materials; or any combination of spring interior, all types of wire								

	Period ending 31.1.70		Period 14.1.70 to 13.1.71		Period 14.1.71 to 13.1.72		Period 14.1.72 to 30.6.72	
	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R
springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushion bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, helical springs to frames for bedding but excluding the under-mentioned sundry operations.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(2) Buttoning of loose cushions only...	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(3) Filling of cushions with spring interiors and/or spring units.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(4) Laying out filling material upon a spring unit used in mattresses and cushions.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(5) Operating a top quilting machine...	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(6) Preparing frames and rollers for the top quilting machine.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(7) Roll edging by hand or machine...	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(8) Securing mattress tops whether quilted or not, in position for building a pre-built interior or spring mattress.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(9) Securing sewing or stapling interlaced pads to spring units whether by hand or machine.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(10) Side stitching borders.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(11) Stuffing filling into mattress cases whether by hand or machine.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(12) Tape edging a spring interior mattress	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(13) Tufting by hand or machine.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(14) Weaving of spring mesh.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
7. Employees engaged in:—								
(1) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(2) Closing up, by hand or machine, the mouth of a mattress.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(3) Closing pillows, cushions, and bolsters	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(4) Cutting tops, borders and cases for mattresses, covered bed bases and bed pillows.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(5) Joining border lengths.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(6) Operating a border quilting machine irrespective of whether the quilting of the border is produced by thread or eyelets.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(7) Sewing mattress handles to borders.	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(8) Sewing of quilted borders on to mattress units prior to tape edging.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
8. Employees engaged in:—								
(1) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding irrespective of the materials of which such frames are made.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(2) Assisting the mattress-maker in the filling of a mattress and/or the temporary closing of covers of mattresses and borders by means of skewers and/or pins.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(3) Attaching spring units to bed frames.	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(4) Affixing lugs to mattress frames excluding boring and morticing of the rails.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(5) Attaching loops to buttons or tufts...	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(6) Attending a loop making machine...	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(7) Bolting by hand of bed mattress frames, studio couch frames and cots	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(8) Cutting and making pads irrespective of materials used.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(9) Cutting quilted borders to length...	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(10) Feeding the interlacing machine.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(11) Fitting castors and sockets but excluding the boring of holes.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(12) Fixing bed irons and/or bed brackets	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(13) Hanging loops on needles in compression tufting.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(14) Loading wheeling and operating a cloth spreading machine.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05

	Period ending 31.1.70		Period 14.1.70 to 13.1.71		Period 14.1.71 to 13.1.72		Period 14.1.72 to 30.6.72	
	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R
(15) Operating a teasing machine.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(16) Positioning of laths, cross bars or fixing webbing to mattress or bed frames.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(17) Positioning and securing a mesh to a mattress frame.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(18) Preparing spools for border quilting machine.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(19) Punching holes and fitting ventilators and handles to mattress borders....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
(20) Staining and/or varnishing by hand, frames for bedding.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
9. Learners employed in learning the classes of work referred to in Clause 6:—								
For the first six months of employment	6.78	6.11	7.00	6.30	7.23	6.51	7.47	6.73
For the second six months of employ- ment.....	9.06	8.16	9.37	8.43	9.67	8.78	9.98	8.99
For the third six months of employment	11.88	10.70	12.28	11.06	12.69	11.43	13.09	11.79
For the fourth six months of employ- ment.....	14.19	12.78	14.67	13.21	15.15	13.64	15.63	14.07
Thereafter the wages prescribed in Clause 6.								
10. Employees engaged in any operation or process either in whole or in part, per- formed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters, or curtains, but shall exclude the cutting of covers.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
11. Learners employed in learning the class of work referred to in Clause 10:—								
For the first six months of employment	5.64	5.08	5.86	5.27	6.09	5.49	6.32	5.69
For the second six months of employ- ment.....	7.90	7.11	8.22	7.40	8.54	7.69	8.85	7.97
For the third six months of employment	10.17	9.16	10.58	9.53	10.99	9.90	11.40	10.26
For the fourth six months of employ- ment.....	12.44	11.20	12.94	11.65	13.44	12.10	13.94	12.55
Thereafter the wages prescribed in Clause 10.								
12. Employees engaged in:—								
(1) The application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly ex- cluding the putting together or assem- bling of furniture parts.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
This exclusion not to apply to the employees referred to in subclause 45 hereunder.								
(2) Assisting a furniture machinist in handling materials before and after machining.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(3) Assisting upholsterer in holding cover	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(4) Attending boiler, incinerator and/or oven.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(5) Attending to dust bags and/or cy- clones from sanding machines.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(6) Baling and dipping of upholstery springs.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(7) Beating and/or teasing coir by hand	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(8) Bending, riveting, drilling and/or assembling metal parts.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(9) Cleaning and blowing down of equip- ment.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(10) Cleaning machinery, plant, tools, spray guns and utensils.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(11) Cleaning and sweeping of premises..	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(12) Cleaning metal rods.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(13) Cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire hoop and all similar materials.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(14) Cutting and glueing together of rubber, units or substitutes and the fixing of such rubber, units and substitutes on to bare frames and seats, but shall exclude the sewing, stapling or tacking thereof.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(15) The delivery of messages.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(16) Delivery by manually propelled ve- hicles.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70

	Period ending 31.1.70		Period 14.1.70 to 13.1.71		Period 14.1.71 to 13.1.72		Period 14.1.72 to 30.6.72	
	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R
(17) Filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(18) The fixing of any kind of glue block	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(19) Glueing sandpaper discs.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(20) Glue mixing, weighing and preparing	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(21) Handling and carrying materials....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(22) Insertion of rubber units into mattress cases.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(23) Insertion of screws preparatory to screwing.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(24) Knocking in of dowels and/or corrugated fasteners.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(25) Lime washing.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(26) The loading and unloading of jigs with material in preparation for machining provided that such jigs are not used for cramping of furniture parts.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(27) Loading and unloading of kilns....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(28) Loading and/or unloading of vehicles	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(29) Loading and unloading vacuum bag and press of any kind.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(30) Making buttons.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(31) Making and jointing sandpaper or discs and belts for open belt sander	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(32) Making tea or other similar beverages	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(33) Marking by template pattern and/or jig in preparation for machining....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(34) Oiling and greasing machines and/or vehicles.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(35) Operating the tenon squashing machine.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(36) Operating veneer presses but excluding the pressing together of machined and/or veneered parts.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(37) Packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(38) Pushing or pulling a vehicle or handcart.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(39) The putting together or assembling of furniture parts which are to be cramped or clamped provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this part who are engaged in cramping or clamping shall not exceed two to one	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(40) Removing of glue from furniture...	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(41) Removing of veneer edges.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(42) Removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(43) Riveting or making threads on iron bolts and rods.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(44) Stacking parts after pressing.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(45) Straightening and/or cutting hoop iron used for webbing.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(46) Straining of materials.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(47) Stripping upholstery and bedding...	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(48) Taping of veneers and attending veneer press.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(49) Taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(50) Tapeless jointing by machine.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(51) Teasing coir or any other materials by hand.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(52) Treating timber for preservation...	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(53) Unpacking, baling and unbalancing raw materials.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(54) Veneering of edges.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(55) Washing and/or wiping off glue....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(56) Weighing pillows, bolsters, quilts and cushions.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(57) Wrapping in paper or cardboard...	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70

	Period ending 31.1.70		Period 14.1.70 to 13.1.71		Period 14.1.71 to 13.1.72		Period 14.1.72 to 30.6.72	
	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R	Area A per week R	Area B per week R
13. Employees employed:—								
(1) In welding other than spot welding.	35.00	31.50	36.00	32.40	37.00	33.30	38.00	34.20
(2) In spot welding.....	19.25	19.25	19.75	19.75	20.50	20.50	21.25	21.25
(3) In maintenance of machinery.....	35.00	31.50	36.00	32.40	37.00	33.30	38.00	34.20
(4) As despatch clerk, storeman, time-keeper.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(5) As caretaker, watchman.....	14.70	13.23	15.20	13.68	15.70	14.13	16.20	14.58
(6) As packer.....	14.70	13.23	15.20	13.68	15.70	14.13	16.20	14.58
(7) As learner packer.....	11.50	10.35	12.00	10.80	12.50	11.25	13.00	11.70
(8) As driver of a motor vehicle of which the unladen weight is over 10,000 lb according to licence.....	24.00	21.60	24.75	22.28	25.50	22.95	26.25	23.63
(9) As driver of a motor vehicle of which the unladen weight together with any trailer or trailers does not exceed 10,000 lb according to licence.....	19.25	17.33	19.75	17.78	20.50	18.45	21.25	19.13
(10) As driver of a fork lift vehicle.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05
14. Office employees: Notwithstanding anything to the contrary in this Agreement, the following will be the wages payable to male and female employees engaged in writing, filing or any form of clerical work, and includes a cashier and a telephone operator:—								
Males:—	Per month R	Per month R	Per month R	Per month R	Per month R	Per month R	Per month R	Per month R
First year employment.....	40.00	36.00	40.00	36.00	40.00	36.00	40.00	36.00
Second year employment.....	50.00	45.00	50.00	45.00	50.00	45.00	50.00	45.00
Third year employment.....	60.00	54.00	60.00	54.00	60.00	54.00	60.00	54.00
Fourth year employment.....	70.00	63.00	70.00	63.00	70.00	63.00	70.00	63.00
Fifth year employment.....	80.00	72.00	80.00	72.00	80.00	72.00	80.00	72.00
Thereafter.....	90.00	81.00	90.00	81.00	90.00	81.00	90.00	81.00
Females:—								
First year employment.....	40.00	36.00	40.00	36.00	40.00	36.00	40.00	36.00
Second year employment.....	50.00	45.00	50.00	45.00	50.00	45.00	50.00	45.00
Third year employment.....	60.00	54.00	60.00	54.00	60.00	54.00	60.00	54.00
Fourth year employment.....	70.00	63.00	70.00	63.00	70.00	63.00	70.00	63.00
Thereafter.....	80.00	72.00	80.00	72.00	80.00	72.00	80.00	72.00
15. Employees employed:—	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
(1) as foreman in charge of all or any employees for whom wages are prescribed in this Agreement.....	35.00	31.50	36.00	32.40	37.00	33.30	38.00	34.20
(2) as foreman in charge of employees for whom a wage of not less than R22.00 in Area A and R19.80 in Area B is prescribed.....	22.00	19.80	22.75	20.48	23.50	21.15	24.25	21.83
(3) as foreman in charge of employees for whom a wage of not less than R17.50 in Area A and R15.75 in Area B is prescribed.....	17.50	15.75	18.20	16.38	18.90	17.01	19.60	17.64
(4) as foreman in charge of employees for whom a wage of not less than R13.00 in Area A and R11.70 in Area B is prescribed.....	13.00	11.70	13.50	12.15	14.00	12.60	14.50	13.05

Hierdie Ooreenkoms namens die partye op die 14de dag van Februarie 1969 onderteken.

ISAAC OSPOVAT, Voorsitter.
EDGAR ARTHUR DEANE, Ondervoorsitter.
RUFUS URBANE KENNY, Sekretaris.

This Agreement signed on behalf of the parties on the 14th day of February 1969.

ISAAC OSPOVAT, Chairman.
EDGAR ARTHUR DEANE, Vice-Chairman.
RUFUS URBANE KENNEY, Secretary.

No. R. 2012

11 Julie 1969

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

MEUBELNYWERHEID, WES-KAAPLAND

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Wes-Kaapland, gepubliseer by Goewermentskennisgewing R. 2011 van 11 Julie

No. R. 2012

11 July 1969

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, Western Cape, published under Government Notice R. 2011 of 11 July 1969, to be,

1969, oor die algemeen vir werknemers wie se werksure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 2013

11 Julie 1969

**WET OP NYWERHEIDSVERSOENING, 1956
MEUBELNYWERHEID, WES-KAAPLAND
VOORSORGFONDSOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 6, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 6, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daar-

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.

M. VILJOEN, Minister of Labour.

No. R. 2013

11 July 1969

**INDUSTRIAL CONCILIATION ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE**

PROVIDENT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 6, shall be binding from the second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, and from the

die gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennigswing 1314 van van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

VOORSORGFONDSOOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa en die

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland (hieronder die "Raad" genoem).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennigswing 1314 van 28 Augustus 1964 in die landdrosdistrik Postmasburg geval het, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en wat in daardie Nywerheid werk-saam is.

(b) Ondanks die bepalings van subklousule (a) van hierdie klousule, is die bepalings van hierdie Ooreenkoms—

(i) van toepassing op slegs dié werknemers vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(ii) nie van toepassing nie ten opsigte van vakleerlinge of kantoorwerknemers (d.w.s. werknemers bedoel in paragraaf 14 van Deel II van die Hoofdooreenkoms), of leerlinge (d.w.s. werknemers bedoel in paragrafe 2, 9 en 11 van Deel II van die Hoofdooreenkoms).

(c) Ondanks die bepalings van subklousule (a) en (b) van hierdie klousule, is lidmaatskap van die Fonds soos bedoel in klousule 4, nie ten opsigte van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer aan of lid van 'n ander fonds is wat vir pensioen- of voorsorgvoordele voorsiening maak, wat op genoemde datum bestaan en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of ten opsigte van die werkgewer van daardie werknemer gedurende dié tydperk wat sodanige ander fonds in werking is en beide werkgewer en werknemer daaraan deelneem, van toepassing nie as die voordele van sodanige ander fonds na die mening van die Raad oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens subartikel (1) van artikel *ag-en-veertig* van die Wet moet vasstel en bly van krag vir 'n tydperk van 10 jaar of vir dié tydperk wat hy mag bepaal.

second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 6, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

PROVIDENT FUND AGREEMENT

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

Cape Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape (hereinafter referred to as the "Council").

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort-West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice, No. 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, by all employers who are members of the employers' organisation and are engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and are employed in that Industry.

(b) Notwithstanding the provisions of subclause (a) of this clause the terms of this Agreement shall—

(i) apply only to employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;

(ii) not apply in respect of apprentices, office employees (i.e. employees referred to in paragraph 14 of Part 11 of the Main Agreement), or learners (i.e. employees referred to in paragraphs 2, 9 and 11 of Part 11 of the Main Agreement).

(c) Notwithstanding the provisions of subclauses (a) and (b) of this clause, membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

2. PERIOD OF OPERATION OF AGREEMENT

This agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of subsection (1) of section 48 of the Act, and shall continue in force for a period of 10 years or for such period as may be determined by him.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Ooreenkoms vir die Meubelnywerheid, gepubliseer in Goewermentskennisgewing R. 2011 van 11 Julie 1969, omskryf word, het dieselfde betekenis as in daardie Wet of daardie Ooreenkoms (soos verwys in hierdie Ooreenkoms en hieronder die "Hofooreenkoms" genoem); waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel en word daar met woorde wat die enkelvoud aandui, ook die meervoud bedoel, en omgekeerd; voorts, tensy onbestaanbaar met die sinsverband, het onderstaande uitdrukkings die volgende betekenisse:—

"Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig;

"Maatskappy" beteken die "Provident Fund of the Furniture Industry (Proprietary) Limited", wat ingevolge die Maatskappywet, No. 46 van 1926, geregistreer moet word;

"Raad" beteken die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland wat ingevolge artikel *negentien* van die Wet geregistreer is;

"bydraes" beteken, met betrekking tot 'n lid, die bedrae deur hom aan die Fonds betaal of betaalbaar, uitgesonderd rente;

"afhanklike" beteken, met betrekking tot enige persoon—

(a) die weduwee of minderjarige kinders of minderjarige stiefkinders van sodanige persoon; of

(b) enige ander persoon of persone wat geheel en al of hoofsaaklik van sodanige persoon afhanklik is vir sy of hul lewensbehoefes en wat die Maatskappy daarvan oortuig dat hy of hulle aldus afhanklik is;

"verdiens" beteken, met betrekking tot 'n lid, die loon wat hy ontvang, maar uitgesonderd besoldiging vir oortydwerk;

"bevoegde werknemer" beteken 'n persoon wat in die Meubelnywerheid werksaam is, wie se loon in die Hofooreenkoms voorgeskryf word, wat die leeftyd van 20 jaar bereik het en wat minstens ses maande diens in die Meubelnywerheid het maar wat nie die maksimum leeftyd bereik het nie; met dien verstande dat die werknemers wat in paragraaf 9 van Deel II van die Hofooreenkoms, bedoel word, minstens een jaar diens in die Meubelnywerheid moet hê;

"boekjaar" beteken die tydperk van 12 kalendermaande wat eindig op 31 Desember elke jaar;

"volle voordeel" beteken, met betrekking tot 'n lid wat die maksimum leeftyd bereik het, die bedrag genoem in subklousule (a) van klousule 10 van hierdie Ooreenkoms;

"Fonds" beteken die Voorsorgfonds van die Meubelnywerheid van Wes-Kaapland;

"Meubelnywerheid" of "Nywerheid" beteken, sonder om die gewone betekenis van die woord enigerwyse te beperk, die vervaardiging, of in hul geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat onder andere ook die volgende werksaamhede:—

Hestel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van raamveermatasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer- 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, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging of prosesse in die vervaardiging van beddegoed, wat so omskryf en uitgêl moet word dat dit alle soorte matrasse, veermatrasse, belegsele, kussings, peule en stoelkussings insluit en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of in dele uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"maksimum leeftyd" beteken die leeftyd van 60 jaar in die geval van 'n manlike lid en die leeftyd van 55 jaar in die geval van 'n vroulike lid;

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, or in the Agreement for the Furniture Manufacturing Industry published in Government Notice R. 2011 of 11 July 1969, shall have the same meaning as in such Act or such Agreement (referred to in this Agreement as the "Main Agreement"); any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; words importing the singular shall include the plural and vice versa; further, unless inconsistent with the context the following expressions shall have the following meanings:—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"Company" means the Provident Fund of the Furniture Industry (Proprietary), Limited, registered in terms of the Companies Act, No. 46 of 1926;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section *nineteen* of the Act;

"contributions" means in relation to a member, the amounts paid or payable by him to the Fund, exclusive of interest;

"dependant" means in relation to any person—

(a) the widow or minor children or minor step-children of such person; or

(b) any other person/s wholly or mainly dependent upon such person for the necessities of life who satisfy the Company that they are so dependent;

"earnings" means in relation to any member, the wage he is receiving, but shall not include payment in respect of overtime;

"eligible employee" means a person employed in the Furniture Industry, whose wages are prescribed in the Main Agreement, who has attained the age of 20 years and who has had at least six months' employment in the Furniture Industry but who has not attained the maximum age provided that employees referred to in paragraph 9 of Part 11 of the Main Agreement shall have at least one year's employment in the Furniture Industry.

"financial year" means the period of 12 calendar months ending on 31 December in each and every year.

"full benefit" means in relation to a member who has attained the maximum age, the amount specified in subclause (a) of clause 10 of this Agreement;

"Fund" means the Provident Fund of the Furniture Industry of the Western Cape;

"Furniture Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression—the manufacture either in whole or 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 and cabinets of musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring mattresses, overlays, pillows, bolsters and cushions, and include the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts or 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;

"maximum age" means the age of 60 years in the case of a male member, and the age of 55 years in the case of a female member;

"lid" beteken 'n bevoegde werknemer wat lid van die Fonds word ooreenkomstig die bepalings van subklousule (a) van klousule 7 van hierdie Ooreenkoms en wat ingevolge die bepalings van hierdie Ooreenkoms lid bly;

"reëls" beteken die bepalings en voorwaardes van hierdie Ooreenkoms.

4. VOORSORGFONDS

(1) Die Fonds bekend as die Voorsorgfonds van die Meubelnywerheid, Wes-Kaapland (hieronder die "Fonds" bedoel), ingestel by Goewermentskennissgewing 1027 van 12 Julie 1963, word hierby voortgesit. Doel van die Fonds is die voorsiening van voordele aan lede soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge klousule 8 van hierdie Ooreenkoms of vorige ooreenkomste, aan die Fonds betaal word;

(b) die rente verkry uit die belegging van gelde van die Fonds;

(c) alle ander gelde waarop die Fonds geregtig mag word kragtens hierdie Ooreenkoms of om 'n ander rede of wat aan die Fonds geskenk word.

5. ADMINISTRASIE

(a) Die beheer oor die bates en die bestuur en administrasie van die Fonds berus by die Provident Fund of the Furniture Industry (Proprietary), Limited, 'n maatskappy (hieronder die "Maatskappy" genoem) ingevolge die Maatskappywet, No. 46 van 1926, geregistreer.

(b) Die Maatskappy tree op as trustee van die Fonds.

(c) Daar word nie van die Maatskappy vereis om sekerheid ten opsigte van sy administrasie te stel nie, en enige Meester van die Hooggeregshof wat met jurisdiksie bekleed is, word hierby opdrag gegee om af te sien van sodanige sekerheidsstelling, afgesien daarvan of dit ooreenkomstig die Trustgelde Beskermings Wet van 1934 of 'n ander regsbeplanning wat nou of later van krag mag wees, vereis word.

(d) Die Maatskappy moet die Fonds bestuur en administreer ooreenkomstig die bepalings van hierdie Ooreenkoms en mag, behoudens die goedkeuring van die Raad, verordeninge vir die administrasie daarvan opstel wat nie hiermee onbestaanbaar is nie.

(e) (i) Die Fonds moet die Maatskappy vrywaar teen alle eise, koste, skade en uitgawes wat aangegaan is in verband met die Fonds en wat nie die gevolg van growwe nalatigheid of bedrog van die kant van die Maatskappy is nie.

(ii) Die Maatskappy moet die Fonds vir dié bedrae wat die Maatskappy van tyd tot tyd mag bepaal, verseker teen verlies as gevolg van bedrog en/of oneerlikheid ten opsigte van die ontvangs van en beheer oor die gelde van die Fonds.

(iii) Die Fonds dra alle administrasiekoste.

(f) Die Maatskappy moet op 'n volledige en juiste manier laat boekhou van die Fonds en moet elke jaar 'n jaarrekening, soos op 31 Desember, van al die inkomste en uitgawes van die Fonds en 'n staat wat die bates en laste daarvan toon, opstel. Elke sodanige rekening moet gesertifiseer word deur die Maatskappy se outiteur, wat 'n openbare rekenmeester moet wees, en sodanige rekening moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word saam met 'n verslag daaroor deur genoemde outiteur. 'n Kopie van die jaarrekenings en balansstaat moet aan die Raad gestuur word en 'n ander kopie daarvan moet beskikbaar wees vir insae deur lede.

(g) Alle gelde wat ten behoeve van die Fonds ontvang word, moet gestort word in 'n bankrekening of depositorekening wat op naam van die Fonds geopen moet word by dié bank of bouvereniging wat die Maatskappy mag bepaal, en alle transaksies in verband met sodanige rekening moet geskied deur middel van tjeks of ander skriftelike dokumente wat namens die Maatskappy onderteken is deur dié persoon of persone wat die Maatskappy behoorlik daartoe gemagtig het.

(h) Gelde wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word in—

(a) effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture;

(b) Nasionale Spaarsertifikate;

(c) Opspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander manier deur die Registrateur goedgekeur.

6. AGENTE

(1) Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) enige perseel of plek waarin die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat ontegenwoordig daarin werksaam is;

"member" means an eligible employee who becomes a member of the fund in terms of subclause (a) of clause 7 of this Agreement and who remains a member under the provisions of this Agreement;

"rules" mean the terms and conditions of this Agreement.

4. PROVIDENT FUND

(1) The Fund known as the Provident Fund of the Furniture Industry, Western Cape (hereinafter referred to as "the Fund"), established by Government Notice, No. 1047 of 12 July 1963, is hereby continued. The purpose of the Fund shall be the provision of benefits to members as provided for in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in terms of clause 8 of this Agreement, or previous agreements;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

5. ADMINISTRATION

(a) The control of the assets, management and administration of the Fund shall be vested in the Provident Fund of the Furniture Industry (Proprietary) Limited, a company registered in terms of the Companies Act, No. 46 of 1926 (hereinafter referred to as the Company).

(b) The Company shall act as Trustees to the Fund.

(c) The Company shall not be required to furnish any security in respect of its administration and any Master of the Supreme Court having jurisdiction is directed to dispense with such security whether under the Trust Moneys Protection Act of 1934 or under any other law now or hereinafter in force.

(d) The Company shall manage and administer the Fund in accordance with the terms of this Agreement, and may, subject to the approval of the Council, make by-laws for its administration not inconsistent therewith.

(e) (i) The Fund shall indemnify the Company against all claims, costs, damages and expenses incurred in connection with the Fund not arising from the Company's gross negligence or fraud.

(ii) The Company shall insure the Fund against loss resulting from fraud and/or dishonesty in respect of the receipt and control of the moneys of the Fund for such amounts as the Company may from time to time decide.

(iii) The Fund shall bear all administrative costs.

(f) The Company shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account as at 31 December of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account shall be certified by the auditor of the Company who shall be a public accountant and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour, together with any report made thereon by the said auditor. A copy of the annual accounts and balance sheet shall be forwarded to the Council and a further copy thereof shall be available for inspection by members.

(g) All moneys received on account of the Fund shall be paid into a banking account or deposit account opened in the name of the Fund with such bank or building society as the Company may determine and all operations on such account shall be by means of cheques or other written instruments, signed on behalf of the Company by such cheques or other written instruments, signed on behalf of the Company by such person or persons as are duly authorized thereto by the Company.

(h) Moneys not required to meet current payments and expenses shall be invested in—

(a) Stock of the Government of the Republic of South Africa or local Government Stock;

(b) National Saving Certificates;

(c) Post Office savings accounts or certificates;

(d) Savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar.

6. AGENTS

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

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

(b) elke werknemer wat hy in of op die perseel of, plek vind, mondelings te ondervra, hetsy alleen of in die teenwoordigheid van 'n ander persoon as hy dit dienstig ag, in verband met sake wat op hierdie Ooreenkoms betrekking het, en hy kan van sodanige werknemer vereis om te antwoord op die vrae wat aan hom gestel word;

(c) te vereis dat alle kennisgewings, boeke, lyste of dokumente wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, aan hom voorgelê word en om dit te inspekteer en afskrifte daarvan te maak;

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

(2) Die Agent kan 'n tolk met hom saamneem wanneer hy sodanige plek betree, inspekteer of ondersoek.

(3) Elke vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo bedoel word.

7. LIDMAATSKAP

(a) Elke wat 'n bevoegde werknemer is, is lid van die Fonds.

(b) Elke lid moet aan die Maatskappy 'n geboortesertifikaat of ander bewys van sy leeftyd, wat vir die Maatskappy aanneemlik is, verstrek en moet ook dié ander inligting gee wat die Maatskappy mag vereis.

(c) Indien 'n lid in gebreke bly om die bepalinge van subklousule (b) van hierdie klousule na te kom, het die Maatskappy die reg om, na sy goedvinde, die betaling van enige voordeel aan sodanige lid op te skort en om sodanige voordeel nie te betaal nie totdat daar aan sodanige bepalinge voldoen is.

(d) 'n Lid hou op om lid te wees as—

(i) hy permanent ongeskik raak;

(ii) hy die maksimum leeftyd bereik het, maar in so 'n geval kan sy lidmaatskap geheel en al na goedvinde van die Maatskappy en op sy aansoek verleng word as hy aanhou om in die Meubelnywerheid te werk en as sy werkgever daarmee instem;

(iii) sy, in die geval van 'n vrou, in die huwelik getree en die Meubelnywerheid verlaat het; of

(iv) hy vir 24 agtereenvolgende kalendermaande nie 'n werknemer in die Meubelnywerheid was nie; met dien verstande dat die Maatskappy in 'n bepaalde geval wat ontstaan het uit siekte, permanente ongeskiktheid of verblyf buite die Republiek van Suid-Afrika, genoemde tydperk van 24 maande kan verkort of verleng.

8. BYDRAES

(a) Elke lid moet, terwyl hy 'n werknemer in die Meubelnywerheid is, ten opsigte van elke week van sy diens 'n bedrag soos voorgeskryf in Aanhangel A van hierdie Ooreenkoms, tot die Fonds bydra. Geen bedrag word ten opsigte van 'n week bygedra nie indien die verdienste van 'n lid vir sodanige week minder as een vyfde van sy voorgeskrewe weeklikse verdienste is. Die bedrag wat ingevolge hierdie paragraaf bygedra moet word, moet deur die werkgever van die loon van die lid afgetrek word.

(b) Elke werkgever moet ten opsigte van elke week 'n bedrag tot die Fonds bydra wat gelyk is aan die bydraes van sy werkgewers ten opsigte van sodanige week.

(c) Die werkgewers moet die bydraes wat ingevolge subklousule (a) en (b) van hierdie klousule betaalbaar is, ten behoeve van die Fonds aan die Raad betaal en wel voor of op die 10de dag van die maand wat volg op die maand ten opsigte waarvan sodanige bydraes verskuldig is. Die Raad moet die bedrae wat aldus ontvang word, dadelik aan die Maatskappy betaal.

9. REKENINGS

Die Maatskappy moet in die boeke van die Fonds drie rekenings hou wat bekend staan as Rekening A, Rekening B en Rekening C:—

Rekening A moet gekrediteer word met alle gelde wat deur die lede van die Fonds bygedra word.

Rekening B moet gekrediteer word met alle gelde wat deur die werkgewers tot die Fonds bygedra word.

Rekening C moet gekrediteer word met dié winste wat die Fondse mag verkry, plus alle onopgeëiste voordele.

10. VOORDELE

(a) 'n "Volle voordeel" bestaan uit—

(i) die totale bydraes deur 'n lid in die Fonds inbetaal; plus

(ii) 'n ekwivalente bedrag uit Rekening B; plus

(iii) dié addisionele bedrag uit Rekening C wat die Maatskappy na sy goedvinde as redelik onder alle omstandighede mag bepaal met behoorlik inagneming van die lengte van 'n

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

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

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

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

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

7. MEMBERSHIP

(a) Every person who is an eligible employee shall be a member of the Fund.

(b) Every member shall produce to the Company a birth certificate or other evidence of age satisfactory to the Company and shall also give such other information as the Company may require.

(c) If a member shall make default in complying with the provisions of subclause (b) of this clause the Company shall have the right in its discretion to suspend the payment of any benefit of such member and not to pay such benefit until such provisions are complied with.

(d) A member shall cease to be a member if—

(i) he becomes permanently incapacitated;

(ii) he has attained the maximum age but in such event his membership may in the entire discretion of the Company be extended on application by him if he continues to be employed in the Furniture Industry, and subject to the consent of his employer;

(iii) being a female, she has married and left the Furniture Industry; or

(iv) he has not been an employment in the Furniture Industry for 24 consecutive calendar months, provided that in any particular case arising from illness, permanent incapacity or residence outside the Republic of South Africa, the Company may reduce or extend the said period of 24 months,

8. CONTRIBUTIONS

(a) Every member shall, while he is an employee in the Furniture Industry, contribute to the Fund in respect of each week of his employment an amount as prescribed in Annexure A to this Agreement. No contribution shall be made in respect of any week if the earnings of the member for such week are less than one-fifth of his prescribed weekly earnings. The contribution to be made in terms of this paragraph shall be deducted by the employer from the member's wage.

(b) Every employer shall contribute to the Fund in respect of each week a sum equal to the contributions made by his employees in respect of such week.

(c) The contributions payable in terms of sub-clauses (a) and (b) of this clause shall be paid by the employers to the Council on behalf of the Fund not later than the 10th day of the month following that in respect of which it was due. The Council shall forthwith pay the amounts so received to the Company.

9. ACCOUNTS

The Company shall in the books of the Fund keep three accounts to be known as accounts A, B and C:—

To Account A shall be credited all moneys contributed by members of the Fund.

To Account B shall be credited all moneys contributed to the Fund by the employers.

To Account C shall be credited such profits as may be earned by the Fund plus any unclaimed benefits.

10. BENEFITS

(a) A "full benefit" shall consist of—

(i) the total of the contributions paid into the Fund by a member; plus

(ii) an equivalent amount from Account B; plus

(iii) such additional amount from Account C which the Company may in its discretion determine as being reasonable in all the circumstances, due regard being had to the length

lid se diens in die Meubelnywerheid, die bedrag van sy bydraes, die bedrag waarmee Rekening C as dan gekrediteer is en alle ander faktore wat die Maatskappy ag relevant te wees.

(b) 'n Lid wat die maksimum leeftyd bereik het, is op 'n volle voordeel geregtig, maar ingeval sy lidmaatskap ooreenkomstig klousule 7 (d) (ii) hiervan verleng word, word sy volle voordeel aan hom betaal wanneer hy ophou om in die Nywerheid werksaam te wees.

(c) 'n Lid wat permanent ongeskik raak voordat hy die maksimum leeftyd bereik, is op 'n volle voordeel geregtig. Ten einde te bepaal of 'n lid permanent ongeskik geraak het, kan die Maatskappy van sodanige lid vereis om mediese ondersoek te word deur 'n mediese beampte wat die Maatskappy benoem het, en die koste van sodanige mediese ondersoek moet deur die Fonds gedra word.

(d) (i) By die afsterwe van 'n lid, moet 'n volle voordeel aan sy afhanklikes toegestaan word.

(ii) As 'n lid te sterwe kom sonder om afhanklikes na te laat, word die bedrag waarmee sodanige lid in Rekening A gekrediteer is, aan sy boedel betaal.

(e) Indien 'n vroulike lid die Meubelnywerheid verlaat met die doel om in die huwelik te tree, is sy, by voorlegging aan die Maatskappy, van haar huweliksertifikaat of ander bevredigende bewys van haar huwelik daarop geregtig om haar eie bydraes tot die Fonds te ontvang.

(f) As 'n lid om enige rede ophou om lid te wees en geen voordeel ooreenkomstig die voorafgaande bepalings aan hom betaalbaar is nie, moet die bedrag wat hy tot die Fonds bygedra het, aan hom terugbetaal word, met dien verstande dat 'n lid wat langer as 10 jaar in die Meubelnywerheid in diens was, benewens sy eie bydraes, 'n deel sal ontvang van die bedrag wat die werkgever ten opsigte van hom in Rekening B bygedra het, en wel op onderstaande grondslag:—

Na 10 jaar diens 10 persent van die werkgever se bydraes.

Na 12 jaar diens 15 persent van die werkgever se bydraes.

Na 14 jaar diens 20 persent van die werkgever se bydraes.

Na 16 jaar diens 25 persent van die werkgever se bydraes.

(g) Ondanks andersluidende bepalings hieronder in hierdie Ooreenkoms vervat, kan die Maatskappy, geheel en al na sy eie goedvinde, 'n groter of 'n addisionele voordeel toestaan aan lede wat weens siekte of permanente ongeskiktheid nie daartoe in staat is om lede van die Fonds te bly nie. Die Maatskappy kan ook 'n addisionele voordeel toestaan aan lede wat, na die mening van die Raad, die Nywerheid geirou gedien het.

(h) (i) Ingeval 'n persoon wat kragtens hierdie Ooreenkoms op voordele geregtig geword het, versuim om binne 24 maande vanaf die datum waarop hy op sodanige voordele geregtig geword het, aansoek daarom te doen, moet die Maatskappy 'n advertensie in drie agtereenvolgende uitgawes van beide 'n Afrikaanstalige en 'n Engelstalige dagblad wat in die Republiek gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die gebied waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, laat publiseer waarin die naam en die laaste werkplek van die lid en die feit dat sekere voordele verskuldig is, gemeld word en sodanige lid of sy afhanklikes versoek word om eise vir sodanige voordele in te dien binne 'n tydperk van drie maande vanaf die datum waarop die advertensie vir die laaste maal verskyn het en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Maatskappy moet, na die laaste datum waarop eise ingedien mag word, al sodanige eise oorweeg en aan 'n lid of, indien geen eis van 'n lid ontvang is nie, aan sy afhanklikes wat eise ingedien het op die manier hierin voorgekryf, dié gelde betaal wat aan die lid verskuldig mag wees, min die advertensiekoste, as hy dit dienstig ag.

(ii) Indien geen eis binne sodanige tydperk van drie maande van 'n lid of sy afhanklikes ontvang word nie, word die voordele aan die Fonds verbeur; met dien verstande dat die Maatskappy enige eis wat na verloop van genoemde tydperk ontvang word, moet oorweeg en na sy goedvinde 'n *ex gratia* toekenning van hoogstens die bedrag van sodanige voordele aan sodanige persoon of, ingeval van sy dood, aan sy afhanklikes of sy boedel kan betaal.

11. ALGEMEEN

(a) Geen persoon, hetsy hy 'n lid is of nie, het enige eis, reg of belang op, in of ten opsigte van die Fonds of bydraes daartoe of enige eis teen die Maatskappy nie behalwe kragtens en ooreenkomstig die bepalings van hierdie Ooreenkoms.

(b) Tensy uitdruklik anders in hierdie Ooreenkoms bepaal—

(i) mag die regte, voordele of belang in of op die Fonds (in hierdie klousule "regte" genoem) wat in hierdie Ooreenkoms aan 'n persoon verleen word, nie deur enigiemand

of the member's service in the Furniture Industry, the amount of his contributions, the amount then to the credit of Account C, and any other factors deemed by the Company to be relevant.

(b) A member who has attained the maximum age shall be entitled to a full benefit, but in the event of the extension of his membership in terms of clause 7 (d) (ii) hereof his full benefit shall be paid to him when he ceases to be employed in the Industry.

(c) A member who becomes permanently incapacitated before attaining the maximum age shall be entitled to a full benefit. In order to determine whether a member has become permanently incapacitated the Company may require such member to be medically examined by a medical officer nominated by it, the cost of which shall be borne by the Fund.

(d) (i) On the death of a member, his dependants shall be granted a full benefit.

(ii) If a member dies without leaving dependants his estate shall be paid the amount standing to such member's credit in Account A.

(e) Should a female member leave the Furniture Industry to be married, she shall be entitled on production to the Company of her marriage certificate or other satisfactory evidence of marriage to receive her own contributions to the Fund.

(f) If a member ceases to be a member for any reason and no benefit is payable to him in terms of the foregoing provisions he shall be refunded the amount contributed by him to the Fund, provided that a member who has been employed for longer than 10 years in the Furniture Industry will receive in addition to his own contributions, a portion of the amount contributed by the employer in respect of him to Account B, on the following bases:—

After 10 years employment 10 per cent of the employer's contributions.

After 12 years employment 15 per cent of the employer's contributions.

After 14 years employment 20 per cent of the employer's contributions.

After 16 years employment 25 per cent of the employer's contributions.

(g) Notwithstanding anything to the contrary hereinafter contained the Company may in its entire discretion grant larger or additional benefits to members who because of illness or permanent incapacity are unable to continue their membership of the Fund. The Company may also grant additional benefits to members who, in the opinion of the Council, have served the Industry faithfully.

(h) (i) In the event of a person who has become entitled to benefits in terms of this Agreement failing to apply for such benefit within 24 months of the date on which he became entitled to such benefits the Company shall insert an advertisement, in three successive issues of an English language and an Afrikaans language daily newspaper circulating in the Republic, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due was normally resident at the time such benefit became due, stating the name and last known place of work of the member, the fact that certain benefits are due and calling upon such member or his dependants to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Company shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or if no claim is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such moneys as maybe due to the member, less the cost of advertising, as it may deem fit.

(ii) Should no claim have been received from a member or his dependants within such period of three months, the benefits shall be forfeited to the Fund: Provided that the Company shall consider any claim received after the expiry of the said period and may in its discretion make an *ex gratia* grant not exceeding the amount of such benefits to such person or in the event of his death to his dependants or estate.

11. GENERAL

(a) No person, whether a member or otherwise, shall have any claim, rights or interest upon, to or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Company, except under and in accordance with the provisions of this Agreement.

(b) Unless otherwise in this Agreement expressly provided—

(i) the rights, benefits or interest in the Fund (in this clause referred to as rights) conferred on any person in this Agreement shall not be capable of being exercised or claimed

anders as sodanige persoon uitgeoefen of geëis word nie, en dit is sy bloot persoonlike reg en mag nie deur hom gesedeer, afgestaan, oorgedra, verpand of verhypotekeer of op enige manier vervreem word nie (behalwe aan die Maatskappy) en 'n krediteur mag ook nie beslag daarop lê nie en dit mag ook nie op 'n ander persoon, in watter hoedanigheid ook al, oorgaan nie;

(ii) word sodanige regte absoluut beëindig en in hul geheel ten voordele van die Fonds verbeur as engeen van die volgende gebeurtenisse plaasvind:—

(A) As die betrokke persoon finaal insolvent verklaar word of sy boedel op enige manier oorgee of afstaan ten voordele van sy krediteure of voorgee dat hy al sy regte, of 'n deel daarvan, wat hy kragtens hierdie Ooreenkoms besit, sedeer, afstaan, oordra, verpand, verhypotekeer of op 'n ander manier vervreem (behalwe aan die Maatskappy);

(B) as 'n skuldeiser van die betrokke persoon op alle regte of op 'n deel daarvan wat sodanige persoon kragtens hierdie Ooreenkoms besit, beslag lê ooreenkomstig 'n lasbrief vir eksekusie of op 'n ander manier of op sodanige regte aldus beslag laat lê;

(iii) kan die Maatskappy (ingeval 'n persoon sy regte verbeur soos voornoem), as hy dit verkies en in alle opsigte na sy goedvinde, van tyd tot tyd die volgende uit die Fonds betaal (of sonder kennisgewing ophou om dit te betaal):—

(A) Aan sodanige persoon, dié bedrag of bedrae wat die Maatskappy nodig mag ag vir die onderhoud van sodanige persoon, en/of

(B) aan die afhanklikes van sodanige persoon, dié bedrag of bedrae wat die Maatskappy nodig mag ag vir die onderhoud van sodanige afhanklikes;

Met dien verstande dat die totale betalings aan sodanige persoon (en/of afhanklikes) kragtens hierdie subklousule, nie groter mag wees nie as die bedrag wat ten opsigte van sy regte betaalbaar sou gewees het as sodanige regte nie, soos voornoem, beëindig en verbeur is nie;

(iv) word die datum van engeen van genoemde gebeurtenisse vir die toepassing van subklousule (c) (ii) hiervan geag die volgende te wees:—

(A) In die geval van insolvensie, die datum van aanname van die oorgawe of van die finale sekwestrasiëbevel, na gelang van die geval;

(B) in die geval van beslaglegging, die datum van die lasbrief of ander prosesstukke;

(C) in die geval van die ander voornoemde gebeurtenisse, die datum van die dokument of ander ooreenkoms:

Met dien verstande dat, indien daar meer as een datum is wat voorgee word die datum te wees waarop sodanige dokument of ander ooreenkoms geteken of aangegaan is, die datum vir die toepassing van hierdie subklousule geag moet word die vroegste van sodanige datums te wees;

(v) geen regte kragtens hierdie Ooreenkoms 'n bate in die bestorwe boedel van 'n persoon is of word nie behalwe soos uitdruklik in hierdie Ooreenkoms bepaal.

(c) (i) Indien die Maatskappy, absoluut na sy goedvinde, besluit dat dit onwenslik is om op die manier soos elders in hierdie Ooreenkoms bepaal, 'n voordeel te betaal aan 'n lid wat fisies of geestelik siek is, kan die Maatskappy na sy goedvinde die voordeel—

(A) in paaiemente aan genoemde lid betaal; en/of

(B) in sy geheel of gedeeltelik aan sy afhanklikes betaal; en/of

(C) aan trustees betaal ten voordele van die lid of van sy afhanklikes of van beide; en/of

(D) op dié ander manier ten voordele van sodanige lid en/of sy afhanklikes betaal wat die Maatskappy mag bepaal.

(ii) As die lid of afhanklike 'n minderjarige is, kan die Maatskappy die voordeel ten behoeve van sodanige minderjarige aan enige persoon betaal wat hy geskik ag.

(iii) Die Maatskappy kan enige besluit wat hy kragtens subklousules (i) en (ii) hierbo geneem het, absoluut na sy eie goedvinde van tyd tot tyd wysig.

(d) (i) Die Fonds het ten opsigte van enige geld wat 'n lid aan die Fonds verskuldig is, 'n algemene retensiereg op enige voordeel wat aan 'n lid of afhanklike of regsvertegenwoordiger of ander begunstigde betaalbaar is.

(ii) Die Maatskappy het die reg, en word hierby die bevoegdheid verleen, om van 'n voordeel wat betaalbaar is aan ten opsigte van 'n lid of 'n persoon wat 'n lid was, enige bedrag af te trek wat deur sodanige lid of gewese lid aan die Fonds verskuldig of betaalbaar is en om sodanige bedrag aan die Fonds te betaal, wie se ontvangsbewys daarvoor 'n regsgeldige kwitansie en kwitering vir sodanige betaling is.

in any way by anybody other than such person and shall be purely personal to him, and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him (other than to the Company, or of being attached by any creditor, or of vesting in any other person whomsoever in any capacity;

(ii) such rights shall be determined absolutely and be wholly forfeited for the benefit of the Fund on the happening of any of the following events:—

(A) If the person concerned is finally declared insolvent or surrenders his estate or assigns his estate in any way for benefit of his creditors or purports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of his rights in this Agreement (other than to the Company);

(B) If a creditor of the person concerned attaches under any writ of execution or otherwise or causes to be so attached all or any rights in this Agreement;

(iii) in the event of any person forfeiting his rights as aforesaid, the Company, may, if it so chooses, and at its absolute discretion in all respects, from time to time pay out of the Fund (or without notice cease to pay)—

(A) to such person such amount or amounts as the Company may consider necessary for the support of such person, and/or

(B) to the dependants of such person such amount or amounts as the Company may consider necessary for the support of such dependants;

Provided that the total payments to any such person (and/or dependants) under this subclause shall not exceed the amount which would have been payable in respect of his rights if such rights had not been determined and forfeited as aforesaid;

(iv) the date of the happening of any of the said events for the purpose of subclause (c) (ii) hereof shall be deemed to be—

(A) in the event of insolvency, the date of the acceptance of the surrender or of the final order of sequestration as the case may be;

(B) in the event of attachment, the date of the writ or other proceedings;

(C) in any of the other events aforesaid, the date of the instrument or other agreement;

Provided that if there shall be more than one date purporting to be the dates upon which any such instrument or other agreement was signed or entered into, the date for the purposes of this subclause shall be deemed to be the earliest of such dates.

(v) No rights in terms of this Agreement shall be or become an asset in the deceased estate of any person, save as is expressly provided in this Agreement.

(c) (i) If the Company, in its absolute discretion, decides that it is not desirable to make payment of a benefit in the manner elsewhere provided for in this Agreement, to a member who is physically or mentally ill, the Company may, in its discretion, pay the benefit—

(A) to the said member in instalments; and/or

(B) wholly or partly to his dependants; and/or

(C) to Trustees either for the benefit of the member or of his dependants, or of both; and/or

(D) in such other manner for the benefit of such member and or his dependants, as the Company may determine.

(ii) If the member of dependant is a minor, the Company may pay the benefit to any person it may deem fit on behalf of such minor.

(iii) Any decision of the Company in terms of subclauses (i) and (ii) above may be varied by it from time to time in its sole and absolute discretion.

(d) (i) The Fund shall have a general lien on any benefit payable to any member or dependant or legal representative or other beneficiary in respect of any money due by such member to the Fund.

(ii) The Company shall have the right and is hereby empowered to deduct from any benefit payable to or in respect of any member or any person who was a member, any amount due or owing by such member or ex-member to the Fund and to pay such amount over to the Fund whose receipt therefor shall constitute a good and valid receipt and discharge for the same.

(e) Indien daar te eniger tyd tot die tevredenheid van die Maatskappy bewys word dat die ouderdom van 'n lid verkeerd opgegee is, het die Maatskappy die bevoegdheid om dié aanpassings of veranderinge in die voordele te maak wat hy absoluut na sy goedvinde dienstig ag.

(f) Enige vraagstuk wat mag ontstaan in verband met 'n eis deur 'n lid of gewese lid of sy afhanklikes of regsverteenwoordiger, moet na die Maatskappy vir sy beslissing verwys word, met dien verstande dat iedere sodanige lid die reg het om na die Raad te appelleer in verband met enige saak betreffende die betaling van voordele.

(g) Waar daar oor 'n feitevraag beslis word, kan die Maatskappy, behoudens andersluidende bepalings in hierdie Ooreenkoms, handel volgens dié getuienis wat hy toereikend ag, afgesien daarvan of dit wettige bewyslewing is of nie.

(h) Alle prokurasies, ooreenkomste en ander dokumente wat namens die Fonds onderteken moet word, word geag behoorlik onderteken te wees indien dit namens die Maatskappy onderteken is deur een van sy direkteure wat behoorlik daartoe gemagtig is by 'n besluit van die Raad aan Direkteure van die Maatskappy.

(i) (i) Die Raad kan, behoudens die bepalings van artikel 48 van die Wet, enige nuwe reël of reëls maak wat hy raadsaam ag.

(ii) Die Kommissaris van Binnelandse Inkomste van die Republiek van Suid-Afrika moet onmiddellik in kennis gestel word van alle wysigings en veranderinge van die Reëls en Regulasies van die Fonds.

(iii) Geen wysigings hoegenaamd wat die uitwerking het dat dit die hoofdoel van die Fonds, naamlik die verskaffing van geldelike voordele vir lede by bereiking van die aftreeleeftyd of ingeval van siekte, verander, mag in die reëls aangebring word nie.

(j) Indien die Kommissaris van Binnelandse Inkomste te eniger tyd weer om die Fonds of 'n deel daarvan goed te keur met die doel om die werkgewers of die lede in staat te stel om die voordeel van vrystelling of toegewing ten opsigte van inkomste- of ander belasting te verkry, of indien die Maatskappy, met inagneming van 'n beslissing van sodanige Kommissaris in verband met inkomste- of ander belasting, dit dienstig ag, kan die Maatskappy, behoudens die goedkeuring van die Raad, dié veranderinge in die reëls aanbring wat nodig mag wees om sodanige goedkeuring te verkry of om aan sodanige beslissing te voldoen.

(k) Indien daar iets gebeur waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie, is die beslissing van die Maatskappy in verband daarmee finaal indien dit nie met die bepalings van hierdie Ooreenkoms onbestaanbaar is nie.

(l) Die Fonds het die reg om by wyse van subrogasie enige bedrag wat verskuldig is deur derde partye wat regtens vir skadevergoeding aanspreeklik is as gevolg van die dood of besering van 'n lid, op sodanige derde partye te verhaal.

(m) Die Fonds is bevoeg om in sy eie naam te dagvaar of gedagvaar te word en om eiendom, roerend en onroerend, aan te koop, of dit op enige ander wyse te verkry, met dien verstande dat onroerende eiendom nie sonder toestemming van die Registrateur kragtens klousule 5 (h) verkry mag word nie.

12. VRYSTELLING

(a) Die Raad kan na sy goedvinde vrystelling van enigeen van of al die bepalings van hierdie Ooreenkoms om 'n afdoende rede verleen.

(b) By die verlening van vrystelling, moet die Raad die voorwaardes bepaal waarop sodanige vrystelling van krag is. Ondanks die voorgaande bepaling, kan die Raad, indien hy dit dienstig ag, na een (1) week skriftelike kennisgewing aan die betrokke persoon of persone enige vrystelling intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

13. LIKWIDASIE

(a) Ingeval hierdie Ooreenkoms weens tydverloop verstryk of om 'n ander oorsaak gestaak word, moet die Fonds nog deur die Maatskappy geadminestreer word totdat dit gelikwider of oorgedra is aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds gestig is of totdat dit in 'n latere ooreenkoms voortgesit word, met dien verstande dat as die Fonds nie na enige ander sodanige Fonds oorgedra word nie, of as geen nuwe Fonds wat voorsiening maak vir die voortsetting van die Fonds, aangegaan word binne twee jaar na die vervaldatum van hierdie Ooreenkoms, die Fonds gelikwider moet word. In dié geval moet die Fonds gelikwider word deur die Maatskappy of 'n persoon wat die Maatskappy kan aanstel.

(e) If at any time it is proved to the satisfaction of the Company that the age of a member has been incorrectly given, then the Company shall have the power to make such adjustments or alterations to any benefits as in its absolute discretion it thinks fit.

(f) Any question which may arise with regard to a claim by a member or ex-member or his dependants or legal representative shall be referred to the Company for decision, provided that every such member shall have a right of appeal to the Council in connection with any matter relating to the payment of benefits.

(g) In deciding any question of fact, the Company may, save as is otherwise provided in this Agreement, act upon such evidence as it shall deem adequate, whether amounting to legal proof or not.

(h) All powers of attorney, agreements and other documents required to be signed on behalf of the Fund shall be deemed to have been properly signed if signed by the Company on its behalf by one of its Directors duly authorised thereto by a resolution of the Board of Directors of the Company.

(i) (i) The Council may, subject to the provisions of section 48 of the Act, make such new rules as it may consider advisable.

(ii) The Commissioner for Inland Revenue of the Republic of South Africa shall be notified forthwith of any alterations and amendments of the Rules and Regulations of the Fund.

(iii) No amendments whatsoever may be made to the rules which have the effect of altering the main purpose of the Fund, namely the provision of monetary benefits for members at retiring age or in the event of sickness.

(j) If the Commissioner for Inland Revenue shall at any time refuse to approve the Fund or any part thereof for the purpose of enabling the employers or the members to obtain the benefit of exemption of allowance in respect of Income or other tax, or if the Company shall consider it expedient having regard to any ruling of such Commissioner with regard to Income or other tax, the Company may, subject to the prior approval of the Council, make such alterations in the rules as may be necessary to enable such approval to be obtained or to conform to such ruling.

(k) In the event of a contingency arising which has not been provided for in this Agreement, the decision of the Company thereon, if not inconsistent with the provisions of this Agreement, shall be final and conclusive.

(l) The Fund shall have the right to recover by way of subrogation any amounts due from Third Parties legally liable for damages as a result of the death of or injury to any member.

(m) The Fund shall be capable in its own name of suing or being sued or purchasing or otherwise acquiring movable or immovable property, provided that immovable property shall not be acquired without the permission of the Registrar in terms of clause 5 (h).

12. EXEMPTIONS

(a) The Council may in its discretion grant exemptions from any or all of the provisions of this Agreement for any good and sufficient reason.

(b) The Council shall in granting any exemption fix the conditions upon which such exemption shall operate. Notwithstanding the foregoing the Council may if it so deems fit, after one (1) week's notice, in writing, has been given to the person or persons concerned, withdraw any exemption whether or not the period for which such exemption was granted has expired.

13. LIQUIDATION

(a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Company until it is liquidated or transferred to any other fund constituted for the same purpose as that for which the original fund was created or continued in a subsequent agreement, provided that if the fund is not transferred to any such other fund or if no new agreement providing for the continuation of the fund is entered into within two years after the date of expiry of this agreement, the fund shall be liquidated. In such event the fund shall be liquidated by the Company or such person as the Council may appoint.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fonds steeds deur die Maatskappy geadminestreer word. Ingeval die Maatskappy nie in staat is nie, of onwillig, om sy pligte na te kom, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Maatskappy te volvoer, en sodanige trustee of trustees het dan al die bevoegdhede van die Maatskappy vir dié doel. As daar geen Raad bestaan nie, moet die Fonds, by verstryking van die Ooreenkoms, deur die Maatskappy of die trustee of trustees, na gelang van die geval, gelikwdeer word.

(c) By die likwidasië van die Fonds moet alle beleggings in kontant omgesit en soos volg behandel word:—

(i) Die fondse in Rekenings A, B en C moet saamgevoeg word, en na betaling van alle uitgawes wat met die likwidasië van die Fonds en die distribusie daarvan in verband staan, moet die saldo aan die lede van die Fonds betaal word op 'n pro rata-grondslag volgens hul onderskeie bydraes tot Rekening A.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, val alle voordele, indien sodanige voordele waarop lede kragtens hierdie subklousule geregtig geword het, nie opgeëis word nie binne 12 maande vanaf die datum waarop dit verskuldig en betaalbaar geword het aan die algemene fondse van die Raad toe. Ingeval daar geen Raad bestaan nie, word met die onopgeëiste geld gehandel soos in artikel 34 (4) (c) van die Wet bepaal.

(ii) Die likwidateurs van die Fonds is die direkteure van die Maatskappy op die datum van likwidasië, in hul persoonlike hoedanigheid, en hulle is geregtig op dieselfde gelde as dié betaalbaar aan likwidateurs van maatskappye.

Hierdie Ooreenkoms is namens die partye onderteken op die 10de dag van Junie 1962.

ISAAC OSPOVAT, Voorsitter.
EDGAR ARTHUR DEANE, Ondervoorsitter.
RUFUS URBANE KENNEY, Sekretaris.

AANHANGSEL A

Gebied A	Loonklas	Totale weeklikse bydraes deur werknemer en werkgever		
		Gebied B	Gebied A	Gebied B
R		R	R	R
35.00		31.50	1.40	1.30
28.00		25.20	1.16	1.06
24.00		21.60	1.16	1.06
22.00		19.80	0.94	0.94
23.33		21.00	0.94	0.94
19.25	(Puntswisers).....	19.25	0.90	0.86
19.25	(Drywers).....	17.33	0.90	0.86
17.50	(Versendingsklerke, stoor- manne en tydopnemers)	15.75	0.80	0.74
17.50	(Naaisters).....	15.75	0.70	0.70
14.70	(Opsigtters en wagte).....	13.23	0.66	0.66
14.70	(Verpakkers).....	13.23	0.60	0.54
13.00		11.70	0.50	0.50
11.50		10.35	0.20	0.20

(b) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Company. In the event of the Company being unable or unwilling to discharge its duties the Registrar may appoint a trustee or trustees to carry out the duties of the Company and such trustee or trustees shall possess all the powers of the Company for such purpose. If there is no Council in existence the fund shall, upon the expiration of the agreement, be liquidated by the Company or the trustee or trustees, as the case may be.

(c) On the liquidation of the Fund, all investments shall be converted into cash and shall be dealt with as follows:—

(i) The Funds in Accounts A, B and C shall be pooled and after payment of all expenses incidental to the liquidation of the Fund and the distribution thereof, the balance remaining shall be paid to the members of the Fund pro rata to their respective contributions to Account A. Notwithstanding anything to the contrary contained in this agreement, should any benefits to which members have become entitled to in terms of this subclause not been claimed within 12 months from the date upon which it became due and payable, such benefits shall be forfeited to the general funds of the Council. In the event of there being no Council in existence unclaimed monies shall be dealt with as provided in section 34 (4) (c) of the Act.

(ii) The liquidators of the Fund shall be the Directors of the Company at the date of liquidation, in their personal capacity and they shall be entitled to fees on the same scale as are payable to liquidators of companies.

The Agreement signed on behalf of the parties on 10 June 1969.

ISAAC OSPOVAT, Chairman.
EDGAR ARTHUR DEANE, Vice-Chairman.
RUFUS URBANE KENNEY, Secretary.

ANNEXURE A

Area A	Wage category	Total weekly contributions by employee and employer		
		Area B	Area A	Area B
R		R	R	R
35.00		31.50	1.40	1.30
28.00		25.20	1.16	1.06
24.00		21.60	1.16	1.06
22.00		19.80	0.94	0.94
23.33		21.00	0.94	0.94
19.25	(Spot welders).....	19.25	0.90	0.86
19.25	(Drivers).....	17.33	0.90	0.86
17.50	(Despatch clerks, storemen and timekeepers)	15.75	0.80	0.74
17.50	(Seamstresses).....	15.75	0.70	0.70
14.70	(Caretakers and watchmen)	13.23	0.66	0.66
14.70	(Packers).....	13.23	0.60	0.54
13.00		11.70	0.50	0.50
11.50		10.35	0.20	0.20

INHOUD

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R.2013.	Wet op Nywerheidsversoening, 1956: Meubelnywerheid, Wes-Kaapland: Voor-sorgfondsooreenkoms	32

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