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[No. 1046.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 286.]

[26 Februarie 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

**MEUBELNYWERHEID, WES-KAAPLAND.
HOOFOOREENKOMS.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 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 9
Januarie 1969 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 verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig 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 9 Januarie 1969 eindig,
bindend is vir alle ander werkgewers en werk-
nemers as dié vermeld in paragraaf (a) van hier-
die kennisgewing, wat betrokke is by of in
diens is in genoemde Nywerheid in die landdros-
distrikte Beaufort-Wes, Bellville, Bredasdorp,
Caledon, Calvinia, die Kaap, Carnarvon, Clan-
william, 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, Vandrinsdorp,
Victoria-Wes, Vredendal, Wellington, Williston,
Worcester, Wynberg, Barkly-Wes, Britstown, De
Aar, Gordonia, Herbert, Hay, Hopetown,
Kenhardt, Kimberley, Kuruman, Philipstown en
Prieska, maar uitgesonderd daardie gedeelte van
die landdrosdistrik Kuruman wat voor die
publikasie van Goewermentskennisgewing No.
1314 van 28 Augustus 1964 binne die landdros-
distrik Postmasburg geval het; en

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 286.]

[26 February 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

**FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.**

MAIN AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of
section *forty-eight* 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 the 9th January, 1969, 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 paragraph (b) of sub-section (1) of
section *forty-eight* 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 the 9th January, 1969,
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, Bell-
ville, Bredasdorp, Caledon, Calvinia, the Cape,
Carnarvon, Clanwilliam, Ceres, Fraserburg, Hope-
field, Hermanus, Heidelberg (Cape), Ladismith,
Laingsburg, Malmesbury, Montagu, Namaqualand,
Paarl, Piketberg, Prince Albert, Riversdale,
Robertson, Simonstown, Somerset West, Stellen-
bosch, Strand, Sutherland, Swellendam, Tulbagh,
Vandrinsdorp, Victoria West, Vredendal, Welling-
ton, Williston, Worcester, Wynberg, Barkly West,
Britstown, De Aar, Gordonia, Herbert, Hay, Hope-
town, 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 the 28th August, 1964, fell within the Magiste-
rial District of Postmasburg; and

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepaling van genoemde Ooreenkoms, uitgesonderd die 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 9 Januarie 1969 eindig, in die landdrostrikte 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, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrostrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 binne die landdrostrik Postmasburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND.

OOREENKOMS

ingevoelge die bepalinge 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

National Union of Furniture and Allied Workers of South Africa (hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

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

DEEL I.

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID DWARSDEUR DIE GEBIEDE GEDEK DEUR DIE OOREENKOMS, TENSY DIE TEENOORGESTELDE VERMELD WORD.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalinge van hierdie Ooreenkoms moet nagekom word in die landdrostrikte 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, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrostrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 binne die landdrostrik 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 in daardie Nywerheid werksaam is.

(b) Ondanks die bepalinge van paragraaf (a) is die bepalinge 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 met die bepalinge 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 paragraph (a) of sub-section (3) of section forty-eight 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, Herbert, Hay, 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 the 28th 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 the 9th January, 1969, 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 those employers in respect of Bantu in their employ.

M. VILJOEN,
Deputy-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 to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape.

PART I.

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(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, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial Districts of Kuruman which prior to the publication of Government Notice No. 1314 of the 28th August, 1964, fell within the Magisterial Districts 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. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge subartikel (1) van artikel *agti-veertig* van die Wet vasstel, en bly van krag tot 9 Januarie 1969, of vir 'n 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 strydig is met die samehang, is die volgende woordskrywing van toepassing op Dele I en II van die 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 Goewermentskenningsgewing No. 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 bonusaanspooringskema wat as sodanig 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 enigen van die klasse werk gespesifiseer in Deel II van die 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:—

Heelmaak, 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 veermatrasses en/of rame vir stoffeerwerk, masjienhoutwerk, finerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of heelmaak 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, kroee of teaters, en kabinette vir musiekinstrumente 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 matrasses, veermatrasses, oortreksels, kussings, peule en stoelkussings insluit en omvat die bedrywighede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsniewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar meubels vervaardig word of enige werksaamheid in verband met die finale voorbereiding van alle artikels vir verkoop, deels of in die geheel verrig word en die finer van deure gemaak van lamelblokbord of laaghout wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar 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;

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 sub-section (1) of section *forty-eight* of the Act and shall continue in force until 9th January, 1969 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, Frazerburg, 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 No. 1314 of the 28th 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 or 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 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 box-spring mattresses and/or frames for upholstery, 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 and 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 includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any 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;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan maar sluit geen opleiding in wat hy mag verkies om te ondergaan kragtens artikel drie-en-twintig van genoemde Wet of enige ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"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 werkure in 'n bedryfsinrigting, toe te skryf aan bedryfslapte, tekort aan grondstowwe of 'n algemene onklaarmaking van installasie of masjinerie veroorsaak deur ongelukke of ander onvoorsiene noodgevalle.

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

"opsigter" 'n werknemer wat op die fabriekperseel 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 woordomskriving 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 vrag, 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, vakleerlinge en arbeiders uitgesonderd;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, arbeider, 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 leerlingstifikaat 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 enigeen van of al die volgende werksaamhede:—

Foute in masjinerie opspoor, masjinerie nasien of heelmaak wat in of in verband met 'n bedryfsinrigting gebruik word of toesig hou oor almal of enigeen van die 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 'n arbeider nie;

"pakhuisman" 'n werknemer in beheer van voorraad 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.

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 moet wees nie uitgesonderd in die vorm van 'n aansporingskema waarvan die bepalings deur ooreenkoms vasgestel is soos genoem in subklousules (2), (3) en (4) van hierdie klousule.

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"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 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 labourers;

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

"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 twenty-one years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice or a labourer;

"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. 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 sub-clauses (2), (3) and (4) of this clause.

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

(3) Die bepalings van sodanige aansporingskema en alle daaropvolgende veranderings daarvan waarvoor die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat die ooreenkoms wil wysig of beëindig 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 aansporingsbonuskema werk, moet die volle bedrag deur die werkgewer betaal word wat hy ingevolge die aansporingsbonuslone waarvoor 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 enigeen 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, heelmaak 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 fabriek 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 R160 per maand ontvang, vereis of hom toelaat—

(a) om langer as 44 uur per week, maaltye uitgesonderd, in 'n bepaalde werkweek te werk nie, 'n werkweek wat van Maandag tot en met Vrydag nagekom moet word; 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 paragraaf werktydperke onderbreek deur 'n pouse van minder as een uur geag moet word aaneenlopend te wees;

(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 paragrafe (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 opeenvolgende 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

(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 sub-clause (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 R160 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) 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 sub-clause (1) of this clause and save as is provided in clause 10, Part I of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

(b) a number of hours (which may exceed ten) 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) 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) Daar word geag dat 'n werknemer werk bo en behalwe enige tydperk wat hy inderdaad werk—

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

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

met dien verstande dat as bewys word dat as enige 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 werke van 'n nagwag mag hoogstens 72 uur per week wees en sodanige nagwag moet een diensvry nag in sewe agtereenvolgende nagte toegelaat word.

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

8. KORTTYD.

(1) As dit as gevolg van bedryfslapte in enige 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 werke 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, meubelmakery, meubelmakery, stoffeer, fineer, rame maak, beddegoed maak.

(2) 'n Werknemer wat hom op enige dag op die gewone begintyd 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 werkgever in kennis gestel is dat sy diens 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 oortydlone moet weekliks tussen 4.30 n.m. en 5.45 n.m. op die betaaldag of by diensbeëindiging indien dit voor die gewone betaaldag val, in kontant betaal word. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, 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 koeverte waarop die naam van die werkgever, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

(3) Vir die opleiding van 'n werknemer mag die werkgever 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 werkgever, 'n eweredige bedrag vir die werklike tyd verloor, met dien verstande dat geen bedrag vir afwesigheid van werk afgetrek mag word van die loon van 'n werknemer wat teen 'n vaste week- of maandloon in diens is nie;

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

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

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

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

10. OORTYDWERK.

(1) Alle tyd gewerk bo die weeklikse of daelikse ure voorgeskryf in klousule 7 (1) van dié deel van die Ooreenkoms of buite die gewone werke soos bepaal in die kennisgewing wat ingevolge klousule 7 (4) van dié deel van die Ooreenkoms ten toon gestel moet word, moet geag word oortyd te wees en daarvoor moet, behoudens die bepalings van subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:—

(a) Vir alle tyd gewerk na die gewone ophoutyd en tot 10 n.m. op enige dag van Maandag tot Vrydag of tot 6 n.m. op Saterdag, teen 1½ maal die uurloon van die betrokke werknemer.

(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 or 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 sub-clause shall not apply in respect of such employee with reference to that portion of such period.

(4) The ordinary hours of work of a night watchman shall not exceed 72 hours per week and such night watchman shall be allowed one night off duty in seven consecutive nights.

(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, upholstery, veneering, framemaking, 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. 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 rata amount for the actual time lost, provided that no deduction for absence from work shall be made from the wages of an employee who is employed at a fixed weekly or monthly wage.

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

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

(d) Any amount paid by an employer compelled by any statutory law, ordinance or legal process to make payment on behalf of 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 (4) of this part of the Agreement shall be regarded as overtime and shall, subject to the provisions of sub-clause (2), be paid as follows for each hour or part of an hour so worked:—

(a) For any time worked after the ordinary finishing time and up to 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) Vir enige tyd gewerk tussen 10 nm. en die gewone begin tyd van Maandae tot Vrydae of na 6 nm. op Saterdag, teen twee maal die uurloon van die betrokke werknemer; vir enige tyd gewerk op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag en Hemelvaartdag, benewens die dagloos 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 die Ooreenkoms ten opsigte waarvan geen oortydbetaling ingevolge paragrawe (a) en (b) van hierdie klousule betaalbaar is nie, teen $1\frac{1}{3}$ 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 weeklike grondslag bereken, moet die grondslag wat vir die betrokke werknemer die gunstigste is, aangeneem word.

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

(4) Die bepaling van subklousule (1) van die klousule is nie van toepassing nie op vragmotorbestuurders wie se gewone werkeure 48 uur per week is. Vir tyd gewerk wat 48 uur oorskry, moet betaal word teen $1\frac{1}{3}$ maal die uurloon van die betrokke werknemer; vir tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag, moet sodanige werknemer, benewens die dag se besoldiging verskuldig ten opsigte van elkeen van dié dae, teen die gewone skaal van besoldiging besoldig word. Vir enige werk op Sondag gedoen, moet 'n vragmotorbestuurder teen minstens dubbel 'n volle dag se besoldiging betaal word.

(5) (i) Vir tyd op 'n Sondag gewerk, wat hoogstens vier (4) uur beloop, moet 'n werknemer, uitgesonderd 'n vragmotorbestuurder, minstens die gewone besoldiging betaal 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 vragmotorbestuurder, besoldig word teen minstens twee maal sy gewone uurloon, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging 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 VOORGESKREWE 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 sodanige klas ontvang, moet, solank hy in diens by dieselfde 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 hierdie 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 tiende 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, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging.

(2) Alle fabriekse moet gesluit wees van 24 Desember tot en met 9 Januarie.

(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 wat nie aan aftrekkings 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 wegbly, maar 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 dienskattegorie in tabel B hieronder aangetoon. Wanneer die afwesigheid aan siekte toe te skryf is (en die werknemer op las van die werkgewer 'n dokterseertifikaat kan voorleë), of aan korttyd, moet die bedrag wat van die werknemer se loon afgetrek word, bereken

(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 and Ascension Day 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 the 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.

(b) 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 sub-clause (1) of this clause, no overtime may be worked on Sunday unless the employer concerned has obtained the prior permission of the Council in writing.

(4) The provisions of sub-clause (1) of this clause shall not apply to lorry drivers, whose ordinary hours of work shall be 48 hours per week. Any time worked in excess of 48 hours shall be paid for at the 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 each of these days be paid at the ordinary rate of remuneration. For any work performed on Sundays, a lorry driver shall be paid at least twice a full day's remuneration.

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

(ii) For any time worked on a Sunday exceeding four (4) hours, an employee, other than a lorry driver, 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 the 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 he is receiving at such date subject to the condition that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

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 tenth 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 and New Year's Day shall be paid holidays.

(2) All factories shall close from the 24th December to the 9th 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 a fixed weekly or monthly wage which 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

word deur die totale tyd van afwesigheid te vermenigvuldig deur die aftrekking wat toelaatbaar is vir elke kategorie diens soos aangetoon in tabel C hieronder:—

TABEL A.

Voorgeskrewe weekloon.		Weeklikse bydrae tot Vakansiefonds.	
Gebied A.	Gebied B.	Gebied A.	Gebied B.
R	R	R	R
29.00	26.10	1.74	1.56
23.20	20.88	1.39	1.25
22.00	19.80	1.32	1.19
20.00	18.00	1.20	1.08
19.33	17.40	1.15	1.04
17.60	15.84	1.06	0.95
17.50	15.75	1.05	0.94
16.50	14.85	0.99	0.89
16.00	14.40	0.96	0.86
13.70	12.33	0.82	0.74
13.40	12.06	0.80	0.72
12.97	11.68	0.78	0.70
12.00	10.80	0.72	0.65
11.37	10.24	0.68	0.61
10.86	9.78	0.65	0.59
10.00	9.00	0.60	0.54
9.30	8.37	0.56	0.50
8.28	7.46	0.50	0.45
7.23	6.52	0.43	0.39
6.20	5.58	0.37	0.33
5.16	4.65	0.31	0.28

TABEL B.

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	c	c
29.00	26.10	70	63
23.20	20.88	56	50
22.00	19.80	53	48
20.00	18.00	48	44
19.33	17.40	47	42
17.60	15.84	43	38
17.50	15.75	42	38
16.50	14.85	40	36
16.00	14.40	38	35
13.70	12.33	33	30
13.40	12.06	32	29
12.97	11.68	31	28
12.00	10.80	29	26
11.37	10.24	27	25
10.86	9.78	26	24
10.00	9.00	24	22
9.30	8.37	22	20
8.28	7.46	20	18
7.23	6.52	17	16
6.20	5.58	15	14
5.16	4.65	12	11

TABEL C.

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

Gebied A.	Gebied B.	Gebied A.	Gebied B.
R	R	c	c
29.00	26.10	66	60
23.20	20.88	53	48
22.00	19.80	50	45
20.00	18.00	45	41
19.33	17.40	44	40
17.60	15.84	40	36
17.50	15.75	40	36
16.50	14.85	37	34
16.00	14.40	36	33
13.70	12.33	31	28
13.40	12.06	30	27
12.97	11.68	29	27
12.00	10.80	27	25
11.37	10.24	26	24
10.86	9.78	25	23
10.00	9.00	23	21
9.30	8.37	21	19
8.28	7.46	19	18
7.23	6.52	16	15
6.20	5.58	14	13
5.16	4.65	12	11

(b) Indien 'n werknemer 'n hoër loon ontvang as dié wat in Deel II voorgeskryf 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 of 48, na gelang van die geval, te deel. As die werknemer uit eie beweging van die werk wegbly, moet die aftrekking vir afwesigheid bereken word deur ses persent by die weekloon te tel en die totaal deur 44 of 48, na gelang van die geval, te deel.

multiplying the total time of absence by the deduction permissible for each category of employment as shown in Table C hereunder:—

TABLE A.

Prescribed Weekly Wage.		Weekly Contribution to Holiday Fund.	
Area A.	Area B.	Area A.	Area B.
R	R	R	R
29.00	26.10	1.74	1.56
23.20	20.88	1.39	1.25
22.00	19.80	1.32	1.19
20.00	18.00	1.20	1.08
19.33	17.40	1.15	1.04
17.60	15.84	1.06	0.95
17.50	15.75	1.05	0.94
16.50	14.85	0.99	0.89
16.00	14.40	0.96	0.86
13.70	12.33	0.82	0.74
13.40	12.06	0.80	0.72
12.97	11.68	0.78	0.70
12.00	10.80	0.72	0.65
11.37	10.24	0.68	0.61
10.86	9.78	0.65	0.59
10.00	9.00	0.60	0.54
9.30	8.37	0.56	0.50
8.28	7.46	0.50	0.45
7.23	6.52	0.43	0.39
6.20	5.58	0.37	0.33
5.16	4.65	0.31	0.28

TABLE B.

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

Area A.	Area B.	Area A.	Area B.
R	R	c	c
29.00	26.10	70	63
23.20	20.88	56	50
22.00	19.80	53	48
20.00	18.00	48	44
19.33	17.40	47	42
17.60	15.84	43	38
17.50	15.75	42	38
16.50	14.85	40	36
16.00	14.40	38	35
13.70	12.33	33	30
13.40	12.06	32	29
12.97	11.68	31	28
12.00	10.80	29	26
11.37	10.24	27	25
10.86	9.78	26	24
10.00	9.00	24	22
9.30	8.37	22	20
8.28	7.46	20	18
7.23	6.52	17	16
6.20	5.58	15	14
5.16	4.65	12	11

TABLE C.

Hourly deduction for absence due to short-time or illness.

Area A.	Area B.	Area A.	Area B.
R	R	c	c
29.00	26.10	66	60
23.20	20.88	53	48
22.00	19.80	50	45
20.00	18.00	45	41
19.33	17.40	44	40
17.60	15.84	40	36
17.50	15.75	40	36
16.50	14.85	37	34
16.00	14.40	36	33
13.70	12.33	31	28
13.40	12.06	30	27
12.97	11.68	29	27
12.00	10.80	27	25
11.37	10.24	26	24
10.86	9.78	25	23
10.00	9.00	23	21
9.30	8.37	21	19
8.28	7.46	19	18
7.23	6.52	16	15
6.20	5.58	14	13
5.16	4.65	12	11

(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 or 48 as the case may be. If the employee stays away from work of his own accord the deduction for absence shall be determined by adding six per cent to the weekly wage and dividing the total by 44 or 48 as the case may be.

- (c) Benewens die bedrag voorgeskryf 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 voorgeskryf word, wanneer hy sy vakansiebonus betaal word, deur sy werkgever 'n bedrag betaal word wat bereken is teen ses 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 enige lone of oortydbesoldiging betaalbaar aan 'n werknemer ingevolge die Ooreenkoms, en moet nie van die lone 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.
- (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 fonds van die Raad toe as vergoeding vir die Raad se bestuur van die fonds.
- (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 werkgever gesekwestreer word, of indien 'n maatskappy wat 'n werkgever is, in likwidasië geplaas word, en enige geld deur sodanige werkgever aan die Raad verskuldig ingevolge paragraaf (a) hiervan ten opsigte van alle dienstydsperke van werknemers van hoogstens 12 maande, nie betaal is is nie, word daar geag dat die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië, 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 9 Januarie teen die voorgeskrewe lone betaal word asof hulle gedurende hierdie tydperk hul gewone werkure gewerk het.

14. VERSKAFFING VAN GEREEDSKAP.

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

Die werkgever 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 enigen van of al die bepalings van hierdie Ooreenkoms verleen.
- (2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling 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 Voorsitter en die Sekretaris van die Raad onderteken is en waarin die volgende vermeld word—
- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge die bepalings van subklousule (2) van hierdie klousule vasgestel is waarop die vrystelling verleen word;

- (c) In addition to the amount prescribed in paragraph (a) of this sub-clause, an employee who is paid a week wage in excess of that prescribed in Part II of the Agreement, shall be paid by his employer at the time he receives his holiday bonus, an amount calculated at the rate of 6 per cent on the difference between the prescribed wage and the higher wage received by him.
- (d) Amounts payable in terms of paragraph (a) here shall be paid not later than the tenth 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) here 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) 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 (a) 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 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 twelve months, not having been paid, the employee in respect of whom the money is due, shall be deemed to be entitled, on such sequestration or liquidation, to 14 days' leave for each month of such period not exceeding twelve 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 the 24th December to the 9th January (both days inclusive) as if they had worked their normal working hours during this period.

14. PROVISION OF TOOLS.

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

The employer shall, at his expense, insure against loss or destruction by fire, the tools of the cabinetmakers in his employ. Each cabinet maker 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 sub-clause (2) of this clause subject to which such exemption is granted;

- (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 van Deel I van hierdie Ooreenkoms aan werkgewers verleen op sigte van enige familiebetrekking of enige werknemer wat 'n toesighoudende hoedanigheid in diens is.
- (6) Alle aansoeke om vrystelling moet op skrif wees.

16. BESTAANDE SERTIFIKATE.

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

17. UTGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks die bedrag hieronder genoem, van die loon 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 ooreenkoms 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 verstrekk 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 verstrekk word.

(3) Elke werkgewer moet die Raad skriftelik in kennis stel van enige verandering in enige besonderhede wat ingevolge subklousule (1) van hierdie klousule verstrekk 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 bedryfsinrigting, 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 opplak en opgeplak hou.

21. BYHOU VEN REGISTERS.

Die tyd- en loonregisters, wat ingevolge artikel sewe-en-vyftig 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 bepalings daarvan in stryd is nie.

- (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. 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, 3 cents.

From the wage of an employee for whom a wage of R16 or more is prescribed, 8 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 sub-clause (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 sub-clause (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 sub-clause (1) of this clause and such notification shall be given within fourteen 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. 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—

- 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;
 - 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;
 - 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;
 - 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 bepalinge van hierdie Ooreenkoms bindend is, moet die agent al genoemde fasiliteite verleen.

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Lede van die vakvereniging 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 konstitusie van die vakvereniging 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 vakvereniging as die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle bedankings, uitsettings en skortings 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 bepalinge van die klousule is nie van toepassing ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie 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 bepalinge van hierdie klousule onmiddellik in werking tree.

26. LONE.

Behoudens die bepalinge 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 enige werknemer as leerling in diens neem nie, tensy dié werknemer in besit is van 'n sertifikaat deur die Raad uitgereik waarby sy indiensneming as sodanige 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 D. Die koste van die mediese ondersoek moet deur die Raad 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 bepalinge 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.

(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.

24. AGENTS.

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

- 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;
- orally examine, either alone or in the presence of another 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;
- 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;
- 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 D. 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 sub-clause (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 sub-clause, whether or not the period for which permission was granted has expired.

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

(5) Ten einde die minimum loon, betaalbaar aan 'n leerling, vas te stel, moet 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) 'n Leerling mag gedurende sy leerlingenskap nie langer as drie maande, sonder goedkeuring van die Raad, in dieselfde werksaamheid in diens wees nie.

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

(a) Veerdraadvlegwerk;

(b) die maak van matrassse.

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

(a) glijpsteekwerk, stik en/of innemkaarsit 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 (1) en 7 van Deel II van die 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 getalverhouding van leerlinge verhoog word.

(iii) Die Raad moet die reg hê, 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 artikel uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie.

(iv) Die bepalings 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 klousules 5 (1) en 7 van Deel II genoem word, moet twee jaar duur.

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 WERKSAAHHEID 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 werkgever in diens is, aan dié werkgever '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 dié van sodanige werkgever ontvang nie.

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

32. DIENSBEÏNDIGING.

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

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

(3) 'n Werkgever of 'n werknemer mag 'n dienskontrak sonder kennisgewing beëindig deur aan die werknemer 'n bedrag te betaal of aan die werkgever 'n bedrag te verbeur, na gelang van die

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

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

(iii) The Council shall have the right, when it is satisfied that proper facility for training is 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 sub-clause 7 (i) shall not apply to establishments which have not been in existence for a consecutive period of twelve 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 clause 5 (1) and 7 of Part II shall be two years.

29. FORENOON AND AFTERNOON BREAKS.

Every employee shall be given a break of ten 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 an 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) Notwithstanding the provisions of sub-clause (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

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 Ooreenkoms en behoudens die bepalings van artikel drie-en-tagtig 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 Ooreenkoms, 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 Ooreenkoms 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 nagskofwerk.

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 vragmotorbestuurder 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 Ooreenkoms, 'n onderhoudstoelae van minstens die volgende betaal word:—

Gebied A. Gebied B.

	R	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 Ooreenkoms, moet vir alle werk deur werknemers verrig, uitgesonderd die werk verrig deur opsigters of wagte, of werknemers in diens vir die aflewering van goedere, of werknemers wat 'n vaste weeklikse of maandelike 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 te bereken van opsigters, of wagte, of werknemers in diens vir die aflewering van goedere, 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 teen die laer skaal betaal word, mits hy nie gedurende die dag werk verrig het waarvoor 'n hoër skaal voorgeskryf is nie. Alle bydraes betaalbaar deur hom en sy werkgewer 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 ingevolge klousules 12, 13 en 17 van hierdie Ooreenkoms en Klousule 8 van Goewermentskennisgewing No. 1047 van 12 Julie 1963 aan die Raad betaal moet word, moet vergesel gaan van 'n staat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

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 sub-clause (2) of this clause.

(4) The notice referred to in sub-clauses (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 in this Agreement and subject to the provisions of section eighty-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 lorry driver 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, or employees employed on the delivery of goods, 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 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 Government Notice No. 1047 of the 12th July, 1963, and must be accompanied by a statement in the form prescribed in Annexure 'A' to this Agreement.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND.

Maand.

[illegible]

AANHANGSEL B.

[Kennisgewing vereis ingevolge klousule 7 (4) van Deel I van die Nywerheidsraadooreenoms.]

	Begintyd.	Ophoutyd.	Etensuur.
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.	

AANHANGSEL C.

(Doktorsertifikaat ingevolge klousule 28 van Ooreenkoms vir Meubelnywerheid.)

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

- Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik vir indiensneming as 'n vakleerling in die bedryf van _____ of enige bedryf, sonder gevaar vir homself/haarself of ander.**

- (a) Toestand van hart en bloedsomloop
(b) Aan- of afwesigheid van liggaamlike gebrek of wanstaltigheid 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) Oë
(i) Aansteeklike siekte
(j) Pedikulose
(k) Liggaamlike ontwikkeling

Plek

Datum: 19.05.2019

ANNEXURE A.

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

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE.

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

Name and address of firm

[illegible]

ANNEXURE B.

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

Day.	Starting Time.	Finishing Time.	Meal Hour.
Mondays	a.m. to	p.m.	p.m. to p.m.
Tuesdays	a.m. to	p.m.	p.m. to p.m.
Wednesdays	a.m. to	p.m.	p.m. to p.m.
Thursdays	a.m. to	p.m.	p.m. to p.m.
Fridays	a.m. to	p.m.	p.m. to p.m.
Saturdays	a.m. to	p.m.	p.m. to p.m.
Forenoon break	a.m. to	a.m.	
Afternoon break	p.m. to	p.m.	

ANNEXURE C.

(Medical Certificate under Clause 28 of 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.

LOON.

Die loon hieronder voorgeskryf, is ooreenkomstig klousule 26 van Deel I van die Ooreenkoms, van toepassing op gebied A en B.

Die loon hieronder voorgeskryf word geag die lewenskostoelae wat ingevolge Oorlogsmatreël No. 43 van 1942, soos gewysig, betaalbaar is, in te sluit. Indien die lewenskostoelae wat ingevolge genoemde Oorlogsmatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, in dié mate verhoog word dat 'n werknemer 'op besoldiging' bo en behalwe die loon voorgeskryf in hierdie klousule, geregtig sou word, moet sy loon met minstens sodanige verhoging verhoog word.

1. (i) Met uitsondering van die werknemers wat in klousules 1 (ii) tot en met 11 hieronder bedoel word, moet elke werknemer in diens in almal of enigeen van die werksaamhede uitgevoer in die Meubelnywerheid 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.

Minimum loon in gebied A. R29.00 per week.
 Minimum loon in gebied B. R26.10 per week.

- (ii) Verbeteraars gedurende eerste ses maande diens na voltooiing van vakleerlingskap. R 19.33 17.40
 Verbeteraars gedurende tweede ses maande diens na voltooiing van vakleerlingskap. R 23.20 20.88

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

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

3. (i) Jeugdige manlike werknemers werksaam in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die gemagtigde proeftyd. R3.00 per week.

- (ii) Alle ander jeugdige. Die minimum voorgeskrewe loon vir volwasse werknemers in diens in dieselfde klas werk:—

4. Werknemers wat:—
- (1) Klaargemaakte rottangmatte vassit. 20.00 18.00
 - (2) Eendromskuurder, oopbandskuurder, oopskyfskuurder, tolskuurder, luggevuilde skuurder oprig en bedien met dien verstande dat geen bruining, menging of polering gedoen word nie. 20.00 18.00
 - (3) Gate boor. 20.00 18.00
 - (4) Tapgate slegs op die tapmasjien boor. 20.00 18.00
 - (5) Uitholmasjien-bedien om uithollings vir slotte en skarniere te sny. 20.00 18.00
 - (6) Kussings met veerbinnewerk en/of veereenhede vul. 20.00 18.00
 - (7) Alle soorte boutwerk, maar nie die aansit van handvatsels, slotte, skarniere en alle soorte ornamente nie. 12.00 10.80
 - (8) Wieleltjies, sokke, koepels, moederksels en noodringe aansit, maar nie die afwerk en boor van hout vir die aansit van die artikels nie. 12.00 10.80
 - (9) Houttappene en penne met die hand en/of masjien maak en/of spits. 12.00 10.80
 - (10) Met die hand en/of draagbare skuurder skuur ongeag of die artikel wat geskuur word, stilstaan of draai, met dien verstande dat geen bruining, menging of polering gedoen word nie. 12.00 10.80
 - (11) Soliede hout met die hand of meganiese toestel buig. 12.00 10.80
 - (12) Gate of barste in meubels met houtvulsel of soortgelyke stof vul. 12.00 10.80
 - (13) Bedysters en/of bedarmpies vassit. 12.00 10.80
 - (14) Was aanwend. 12.00 10.80
 - (15) Rande verf en of vul. 12.00 10.80
 - (16) Deure en toebehore afhaal voordat voorbereidings vir poleerwerk begin. 12.00 10.80
 - (17) Met gips of enige ander vulsel vul. 12.00 10.80
 - (18) Meubels met sure of enige ander bleikmiddel bleik. 12.00 10.80
 - (19) Gepoleerde en/of geverfde oppervlakke uitmekaarhaal. 12.00 10.80

	Gebied A. Per week. R	Gebied B. Per week. R
(19) Metaalstawe sny, hingseis, metaalbuise, metaalstrookies, kettings, hoepelyster en ander soortgelyke materiaal sny	10.00	9.00
(20) Ysterboute en -stawe klink en draad daarvoor aansny	10.00	9.00
(21) Fineerperse bedien maar nie gemasjineerde en/of gefineerde dele saampers nie	10.00	9.00
(22) Stoffeerspringvere baal en indompel	10.00	9.00
(23) Toesig hou oor stofsakke en/of siklones van skuurmasjien	10.00	9.00
(24) Skuurpapierskywe lym	10.00	9.00
(25) In papier of karton toedraai	10.00	9.00
(26) Rubbereenhede in matrasslope insit	10.00	9.00
(27) Rubber, eenhede of plaasvervangers sny en vaslym en sodanige rubber, eenhede of plaasvervangers aan deurrame en sitplekke vasheg, maar dit nie vaswerk, vaskram of ryg nie	10.00	9.00
(28) Fineerhout toedraai en fineerpers bedien	10.00	9.00
(29) Rande fineer	10.00	9.00
(30) Fineerrande verwyder	10.00	9.00
(31) Lym en papier van geperste fineerhout verwyder, was en/of skoonmaak	10.00	9.00
(32) Hoepelyster vir touweefwerk gebruik, reguit maak en/of sny	10.00	9.00
(33) Kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of vereenheide nie	10.00	9.00
(34) Die insit van enige soort lymblok maar dit omvat nie die vasspyker, -skroef of -pen daarvan nie	10.00	9.00
(35) Klapperhaar met hand uitklop en/of uitpluis	10.00	9.00
(36) Metaalstawe skoonmaak	10.00	9.00
(37) Kopkussings, peule, spreie en stoelkussings weeg	10.00	9.00
(38) Klapperhaar of enige ander materiaal met die hand uitpluis	10.00	9.00
(39) Beddegoed uitmekaarhaal	10.00	9.00
(40) Lym van meubels verwyder	10.00	9.00
(41) Metaaldele buig, klink, boor en/of inmeekaarsit	10.00	9.00
(42) Lym meng, weeg en berei	10.00	9.00
(43) Lym en lymverhardmiddels met die hand, kwas of masjien aanwend en/of spreie maar uitdruklik met uitsondering van aanmeekaarsit of monteer van meubelonderdele	10.00	9.00
Hierdie uitsondering is nie van toepassing op die werknemers wat in subklousule 45 hieronder genoem word nie		
(44) Tapplaatdrukmasjien bedien	10.00	9.00
(45) Met lei patroon, patroon en/of setmaat afmerk ter voorbereiding vir masjinerie	10.00	9.00
(46) Tappenne en/of kartelkramme inslaan	10.00	9.00
(47) Meubelonderdele wat vasgekram of geklamp moet word bymekaar- of inmeekaarsit, met dien verstande dat die verhouding van werknemers wat hierdie werksaamheid verrig tot werknemers wat die loon ontvang wat voorgeskryf word in klousule 1 van hierdie deel en wat vaskram- of -klampwerk verrig, nie meer as twee tot een moet wees nie	10.00	9.00
(48) Skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg	10.00	9.00
(49) Materiaal deursyg	10.00	9.00
(50) Fineerstukke, laaghout en hardebord met bande, kramme en/of spykers vir perswerk aan rame of kern-materiaal vassit	10.00	9.00
(51) Bandlose laswerk met 'n masjien doen	10.00	9.00
(52) Enige soort vakuumsak en pers laai en ontlai	10.00	9.00
(53) Gom- of ander bande was	10.00	9.00
(54) Onderdele na perswerk opstapel	10.00	9.00
(55) Stoffeerder help deur oortreksel vas te hou	10.00	9.00
(56) Skroewe insit voordat vasgeskroef word	10.00	9.00
(57) Klemtoestelle met materiaal laai en ontlai ter voorbereiding vir masjinerie, met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kram nie	10.00	9.00
(58) Boodskappe doen	10.00	9.00
10. Werknemers in diens:—		
(1) Vir sweiswerk, uitgesonderd puntsweiswerk	29.00	26.10
(2) Vir puntsweiswerk	17.60	17.60
(3) Vir onderhoud van masjinerie	29.00	26.10
(4) As 'n versendingsklerk, pakhuisman, tydopnemer	16.50	14.85
(5) As opsigter, wag	13.70	12.33
(6) As verpakker	13.40	12.06
(7) As leerling-verpakker	10.00	9.00
(8) In verband met enige van die prosesse in die konstruksie van veerbinnewerk en/of vereenheide en die vervaardiging van onderdele daarvan	10.00	9.40
(9) As bestuurder van 'n motorvoertuig waarvan die onbelaste gewig volgens lisensie meer as 10,000 lb. is	22.00	19.80
(10) As bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 10,000 lb. is	17.50	15.85

11. Kantoorwerknemers: Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die volgende lone betaalbaar aan manlike en vroulike kantoorwerknemers wat skryfwerk, tikwerk, liasseer- of ander soort klerklike werk verrig, en omvat kantoorwerknemers ook 'n kassier en 'n telefonis:—

	Gebied A. Per maand. R	Gebied B. Per maand. R
Mans:—		
Eerste jaar diens	40.00	36.00
Tweede jaar diens	50.00	45.00
Derde jaar diens	60.00	54.00
Vierde jaar diens	70.00	63.00
Vyfte jaar diens	80.00	72.00
Daarna	90.00	81.00
Vrouens:—		
Eerste jaar diens	40.00	36.00
Tweede jaar diens	50.00	45.00
Derde jaar diens	60.00	54.00
Vierde jaar diens	70.00	63.00
Daarna	80.00	72.00

12. Werknemers in diens:—

	Gebied A. Per week. R	Gebied B. Per week. R
(1) as voormanne verantwoordelik vir alle of enigeen van die werknemers vir wie lone in die Ooreenkoms voorgeskryf word	29.00	26.10
(2) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R20.00 in Gebied A, en R18.00 in Gebied B, voorgeskryf word	20.00	18.00
(3) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R16.00 in Gebied A, en R14.40 in Gebied B, voorgeskryf word	16.00	14.40
(4) as voormanne verantwoordelik vir werknemers vir wie 'n loon van minstens R12.00 in Gebied A, en R10.80 in Gebied B, voorgeskryf word	12.00	10.80

1. (i) With the exception of the employees referred to in clauses 1 (ii) to 11 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:—
- | | |
|-----------------------------|------------------|
| Minimum wage in Area A..... | R29.00 per week. |
| Minimum wage in Area B..... | R26.10 per week. |
- (ii) Improvers during first six months of employment after completion of apprenticeship..... R 19.33
- Improvers during second six months of employment after completion of apprenticeship..... R 23.20
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 wage prescribed in clause 1.
3. (i) Juvenile male employees engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, during the authorised probation period..... R3.00 per week.
- (ii) All other juveniles. The minimum wage prescribed for adult employees employed on the same class of work:—
4. Employees engaged in:—
- | | | |
|--|-------|-------|
| (1) Fixing of ready-made cane mats..... | 20.00 | 18.00 |
| (2) 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..... | 20.00 | 18.00 |
| (3) Boring holes..... | 20.00 | 18.00 |
| (4) Morticing on the mortice machine only..... | 20.00 | 18.00 |
| (5) Operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges..... | 20.00 | 18.00 |
| (6) Filling of cushions with spring interiors and/or spring units..... | 20.00 | 18.00 |
| (7) Bolting of all types, excluding the attachment of handles, locks, hinges and all types of ornaments..... | 12.00 | 10.80 |
| (8) Fitting castors, sockets, domes, nut-covers and ferrules but excluding the trimming and boring of timbers for the attachment of these articles..... | 12.00 | 10.80 |
| (9) Making and/or pointing of wooden dowels and pins by hand and/or machine..... | 12.00 | 10.80 |
| (10) Sandpapering by hand and/or portable sander regardless of whether the article papered is stationery or rotating, and provided no burnishing, compounding or polishing is performed..... | 12.00 | 10.80 |
| (11) Bending of solid timber by hand or mechanical process..... | 12.00 | 10.80 |
| (12) Filling of holes or cracks in furniture with wood filler or similar substances..... | 12.00 | 10.80 |
| (13) Fixing bed irons and/or bed brackets..... | 12.00 | 10.80 |
| (14) The application of wax..... | 12.00 | 10.80 |
| (15) The painting and/or filling of edges..... | 12.00 | 10.80 |
| (16) The removal of doors and fittings prior to preparation for polishing..... | 12.00 | 10.80 |
| (17) Filling in with plaster of paris or any other filling material..... | 12.00 | 10.80 |
| (18) Bleaching of furniture with acids or any other bleaching agent..... | 12.00 | 10.80 |
| (19) Stripping of polished and/or painted surface..... | 12.00 | 10.80 |
| (20) Staining, oiling, filling and/or reviving by hand only and the removal of surplus oil and grit from interiors..... | 12.00 | 10.80 |
| (21) 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 spring units and the covering of any springs in any manner whatsoever..... | 12.00 | 10.80 |
| (22) Tacking-on of bottoms to upholstered articles..... | 12.00 | 10.80 |
| (23) Spraying of metal..... | 12.00 | 10.80 |
| (24) Riempe work..... | 12.00 | 10.80 |
| (25) Hooking on of helical springs and/or zig-zag or no-sag type of springing..... | 12.00 | 10.80 |
| (26) Teasing coir or other materials by machine..... | 12.00 | 10.80 |
| (27) Stippling the background of carving..... | 12.00 | 10.80 |
| (28) Tacking of plywood on to loose seats for upholstery purposes..... | 12.00 | 10.80 |
5. 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, kapok, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushion bolsters, overlays, quilts, the knocking-on and/or hooking on spring mattress wires, chain spring meshes, spiral springs, and helical springs to frames for bedding but excluding the undermentioned sundry operations..... | 20.00 | 18.00 |
| (2) Weaving of spring mesh..... | 20.00 | 18.00 |
| (3) Stuffing filling into mattress cases whether by hand or machine..... | 20.00 | 18.00 |
| (4) Side stitching borders..... | 20.00 | 18.00 |
| (5) Tufting, whether by hand or machine..... | 20.00 | 18.00 |
| (6) Operating a border quilting machine irrespective of whether the quilting of the border is produced by thread or eyelets..... | 20.00 | 18.00 |
| (7) Operating a top quilting machine..... | 20.00 | 18.00 |
| (8) Preparing frames and rollers for the top quilting machine..... | 20.00 | 18.00 |
| (9) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine..... | 20.00 | 18.00 |
| (10) Filling of cushions with spring interiors and/or spring units..... | 20.00 | 18.00 |
| (11) Laying out filling material upon a spring unit used in mattresses and cushions..... | 20.00 | 18.00 |
| (12) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress..... | 20.00 | 18.00 |
| (13) Tape edging a spring interior mattress..... | 20.00 | 18.00 |
| (14) Roll edging by hand or machine..... | 16.00 | 14.40 |
| (15) Cutting tops, borders and cases for mattresses and bed pillows..... | 16.00 | 14.40 |
| (16) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts..... | 16.00 | 14.40 |
| (17) Sewing mattress handles to borders..... | 16.00 | 14.40 |
| (18) Sewing of quilted borders on to mattress units prior to tape edging..... | 16.00 | 14.40 |
| (19) Closing up, by hand or machine, the mouth of a mattress..... | 16.00 | 14.40 |
| (20) Joining border lengths..... | 16.00 | 14.40 |
| (21) Closing pillows, cushions, bolsters..... | 12.00 | 10.80 |
| (22) Bolting by hand of bed mattress frames, studio couch frames and cots..... | 12.00 | 10.80 |
| (23) Preparing spools for border quilting machine..... | 12.00 | 10.80 |
| (24) Cutting quilted borders to length..... | 12.00 | 10.80 |
| (25) Punching holes and fitting ventilators and handles to mattress borders..... | 12.00 | 10.80 |
| (26) Feeding the interlacing machine..... | 12.00 | 10.80 |
| (27) Cutting and making of pads irrespective of materials used..... | 12.00 | 10.80 |
| (28) Positioning of laths, cross bars or fixing webbing to mattress or bed frames..... | 12.00 | 10.80 |
| (29) Staining mattress frames..... | 12.00 | 10.80 |
| (30) Affixing lugs to mattress frames excluding boring and morticing of the rails..... | 12.00 | 10.80 |
| (31) Positioning and securing a mesh to a mattress frame..... | 12.00 | 10.80 |
| (32) Hanging loops on needles in compression tufting..... | 12.00 | 10.80 |
| (33) Loading, wheeling and operating a cloth spreading machine..... | 12.00 | 10.80 |
| (34) Operating a teasing machine..... | 12.00 | 10.80 |
| (35) Attending a loop making machine..... | 12.00 | 10.80 |
| (36) Attaching loops to buttons or tufts..... | 12.00 | 10.80 |
| (37) Fitting castors and sockets but excluding the boring of holes..... | 12.00 | 10.80 |
| (38) Staining and/or varnishing by hand, frames for bedding..... | 12.00 | 10.80 |

	Area A. Per Week. R	Area B. Per Week. R
(39) 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.	12.00	10.80
(40) Fixing bed irons and/or bed brackets.	12.00	10.80
(41) 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.	12.00	10.80
(42) Attaching spring units to bed frames.	12.00	10.80
6. Learners employed in learning the classes of work referred to in clause 5:—		
For the first six months of employment.	6.20	5.58
For the second six months of employment.	8.28	7.46
For the third six months of employment.	10.86	9.78
For the fourth six months of employment.	12.97	11.68
Thereafter the wage prescribed in clause 5 (1).		
7. Employees engaged in any operation or process either in whole or in part, performed by hand or mechanical appliance in slip-stitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers.	16.00	14.40
8. Learners employed in learning the class of work referred to in clause 7:—		
For the first six months of employment.	5.16	4.63
For the second six months of employment.	7.23	6.52
For the third six months of employment.	9.30	8.37
For the fourth six months of employment.	11.37	10.24
Thereafter the wages prescribed in clause 7.		
9. Employees engaged in:—		
(1) Cleaning and sweeping of premises.	10.00	9.00
(2) Cleaning machinery, plant, tools, spray guns and utensils.	10.00	9.00
(3) Oiling and greasing machines and/or vehicles.	10.00	9.00
(4) Lime washing.	10.00	9.00
(5) Loading and/or unloading vehicles.	10.00	9.00
(6) Handling and carrying materials.	10.00	9.00
(7) Pushing or pulling a vehicle or handcart.	10.00	9.00
(8) Delivery by manually propelled vehicles.	10.00	9.00
(9) Unpacking, baling and unbalancing raw materials.	10.00	9.00
(10) Cleaning and blowing down of equipment.	10.00	9.00
(11) Attending boiler, incinerator and/or oven.	10.00	9.00
(12) Loading and unloading kilns.	10.00	9.00
(13) Making tea or other similar beverages.	10.00	9.00
(14) The treatment of timber for preservation.	10.00	9.00
(15) Packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers.	10.00	9.00
(16) Washing and/or wiping off glue.	10.00	9.00
(17) Stripping second-hand upholstery and bedding.	10.00	9.00
(18) Assisting a furniture machinist in handling materials before and after machining.	10.00	9.00
(19) Cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire hoop iron and all similar materials.	10.00	9.00
(20) Riveting or making threads on iron bolts and rods.	10.00	9.00
(21) Operating veneer presses but excluding the pressing together of machined and/or veneered parts.	10.00	9.00
(22) Baling and dipping of upholstery springs.	10.00	9.00
(23) Attending to dust bags and/or cyclones from sanding machines.	10.00	9.00
(24) Glueing sandpaper discs.	10.00	9.00
(25) Wrapping in paper or cardboard.	10.00	9.00
(26) Insertion of rubber units into mattress cases.	10.00	9.00
(27) Cutting and glueing together of rubber, units or substitutes and the fixing of such rubber, units and substitutes on to door frames and seats, but shall exclude the sewing, stapling or tacking thereof.	10.00	9.00
(28) Taping of veneers and attending veneer press.	10.00	9.00
(29) Veneering of edges.	10.00	9.00
(30) Removing of veneer edges.	10.00	9.00
(31) Removing, washing and/or cleaning off glue and paper from pressed veneers.	10.00	9.00
(32) Straightening and/or cutting hoopiron used for webbing.	10.00	9.00
(33) Filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.	10.00	9.00
(34) The putting-in of any kind of glue-block but excluding the nailing, screwing and/or pinning thereof.	10.00	9.00
(35) Beating and/or teasing coir by hand.	10.00	9.00
(36) Cleaning metal rods.	10.00	9.00
(37) Weighing pillows, bolsters, quilts and cushions.	10.00	9.00
(38) Teasing coir or any other materials by hand.	10.00	9.00
(39) Stripping bedding.	10.00	9.00
(40) Removing of glue from furniture.	10.00	9.00
(41) Bending, riveting, drilling and/or assembling metal parts.	10.00	9.00
(42) Glue mixing, weighing and preparing.	10.00	9.00
(43) The application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts.	10.00	9.00
This exclusion not to apply to the employees referred to in sub-clause 45 hereunder.		
(44) Operating the tenon squashing machine.	10.00	9.00
(45) Marking by template pattern and/or jig in preparation for machining.	10.00	9.00
(46) Knocking in of dowels and/or corrugated fasteners.	10.00	9.00
(47) 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.	10.00	9.00
(48) Making and jointing sandpaper or discs and belts for open belt sanders.	10.00	9.00
(49) Straining of materials.	10.00	9.00
(50) Taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing.	10.00	9.00
(51) Tapeless jointing by machine.	10.00	9.00
(52) Loading and unloading vacuum bag and press of any kind.	10.00	9.00
(53) Washing of gum or other tapes.	10.00	9.00
(54) Stacking parts after pressing.	10.00	9.00
(55) Assisting upholsterer in holding cover.	10.00	9.00
(56) Insertion of screws preparatory to screwing.	10.00	9.00
(57) The loading and unloading of jigs with material in preparation for machining provided that such jigs are not used for cramping of furniture parts.	10.00	9.00
(58) The delivery of messages.	10.00	9.00

10. Employees employed:—

	Area A. Per Week. R	Area B. Per Week. R
(1) In welding other than spot welding.	29.00	26.10
(2) In spot welding.	17.60	17.60
(3) In the maintenance of machinery.	29.00	26.10
(4) As despatch clerk, storeman, timekeeper.	16.50	14.85
(5) As caretaker, watchman.	13.70	12.33
(6) As packer.	13.40	12.06
(7) As learner packer.	10.00	9.00
(8) In connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts.	10.00	9.40
(9) As driver of a motor vehicle of which the unladen weight is over 10,000 lb. according to licence.	22.00	19.80
(10) 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.	17.50	15.85

11. 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, typing, filing or any form of clerical work, and includes a cashier and a telephone operator:—

Males:—

	Area A. Per Month. R	Area B. Per Month. R
First year of employment.	40.00	36.00
Second year of employment.	50.00	45.00
Third year of employment.	60.00	54.00
Fourth year of employment.	70.00	63.00
Fifth year of employment.	80.00	72.00
Thereafter	90.00	81.00

Females:—

	Area A. Per Month. R	Area B. Per Month. R
First year of employment.	40.00	36.00
Second year of employment.	50.00	45.00
Third year of employment.	60.00	54.00
Fourth year of employment.	70.00	63.00
Thereafter	80.00	72.00

12. Employees employed:—

	Per Week. R	Per Week. R
(1) as foreman in charge of all or any employees for whom wages are prescribed in this Agreement.	29.00	26.10
(2) as foreman in charge of employees for whom a wage of not less than R20.00 in Area A, and R18.00 in Area B, is prescribed.	20.00	18.00
(3) as foreman in charge of employees for whom a wage of not less than R16.00 in Area A, and R14.40 in Area B, is prescribed.	16.00	14.40
(4) as foreman in charge of employees for whom a wage of not less than R12.00 in Area A, and R10.80 in Area B, is prescribed.	12.00	10.80

Hierdie Ooreenkoms namens die partye op die 7de dag van Oktober 1964 onderteken.

ISAAC OSPOVAT, *Voorsitter.*
EDGAR ARTHUR DEANE, *Onder-voorsitter.*
RUFUS URBANE KENNEY, *Sekretaris.*

This Agreement signed on behalf of the parties on the 7th day of October, 1964.

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

No. R. 287.]

[26 Februarie 1965.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

MEUBELNYWERHEID, WES-KAAPLAND.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en ouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermments-kennisgewing No. R. 286 van 26 Februarie 1965, oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 287.]

[26 February 1965.

FACTORIES, MACHINERY AND BUILDING WORK, ACT, 1941.

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, published under Government Notice No. R. 286 of the 26th February, 1965, to be, on the whole, not less favourable to the persons 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,
Deputy-Minister of Labour.

No. R. 288.] [26 Februarie 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

MEUBELNYWERHEID, WES-KAAPLAND.

Namens die Minister van Arbeid, skort ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby kragtens
sub-regulasie (1) van regulasie 4 van die regulasies wat
by Oorlogsmaatreël No. 43 van 1942, soos gewysig,
gepubliseer is, die bepalinge van genoemde regulasies op
ten opsigte van alle werknemers vir wie lone voor-
geskryf word in die Ooreenkoms vir die Meubelnywerheid,
Wes-Kaapland, wat by Goewermentskennisgewing No.
R. 286 van 26 Februarie 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 288.] [26 February 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, in terms of sub-
regulation (1) of regulation 4 of the regulations published
under War Measure No. 43 of 1942, as amended, hereby
suspend the operation of the said regulations in respect
of all employees for whom wages are prescribed in the
Agreement for the Furniture Manufacturing Industry,
Western Cape, published under Government Notice No.
R. 286 of the 26th February, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.	BLADSY
Departement van Arbeid.	
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