



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 124 16 Januarie 1970
WET OP NYWERHEIDSVERSOENING, 1956
MEUBELNYWERHEID, TRANSVAAL
HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf 19 Januarie 1970 en vir die tydperk wat op 18 Januarie 1973 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 artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (f), 22, 24, 25 en 31 van Deel I en in klousule C (6) (e) van Deel III, vanaf 19 Januarie 1970 en vir die tydperk wat op 18 Januarie 1973 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgeving, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (f), 22, 24, 25 en 31 van Deel I en in klousule C (6) (e) van Deel III, vanaf 19 Januarie 1970 en vir die tydperk wat op 18 Januarie 1973 eindig, in die gebiede gespesifieer in paragraaf (b) van hierdie kennisgeving *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A—47972

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 124 16 January 1970
INDUSTRIAL CONCILIATION ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
TRANSVAAL

MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from 19 January 1970 and for the period ending 18 January 1973, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (f), 22, 24, 25 and 31 of Part I and in clause C (6) (e) of Part III, shall be binding from 19 January 1970 and for the period ending 18 January 1973, 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 Province of the Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from 19 January 1970 and for the period ending 18 January 1973, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (f), 22, 24, 25 and 31 of Part I and in clause C (6) (e) of Part III, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—2510

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
TRANSVAAL

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan deur die

Transvaal Furniture and Upholstery Manufacturers' Association (hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

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

National Union of Furniture and Allied Workers of South Africa (hieronder die "werknelmers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal.

DEEL I

Bepalings wat op die Nywerheid van toepassing is oor die hele gebied wat deur die Ooreenkoms gedek word, tensy die teenoorgestelde gemeld word.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknelmers wat lede van die vakverenigings is en in daardie Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a) hiervan, is die bepalings van hierdie Ooreenkoms slegs van toepassing op—

(i) werknelmers vir wie lone hierin voorgeskryf word, en die werkgewers van dié werknelmers;

(ii) vakleerlinge vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n regulasie uitgevaardig of kontrak aangegaan ingevolge genoemde Wet.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens subartikel (1) van artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 18 Januarie 1973 eindig of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukking wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoening, 1956, omskryf word, het diezelfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysings van dié wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens, en omgekeerd.

Tensy onbestaanbaar met die samehang, is onderstaande woordomskrywing van toepassing op Dele I, II tot en met III van hierdie Ooreenkoms, en beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknelmer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1954, soos gewysig, geregistreer is of geag word geregistreer te wees;

"Bonusfonds" die fonds wat ingevolge klosule 12 Deel I van hierdie Ooreenkoms gestig word;

"oppasser" 'n werknelmer wat op die fabriekspersel woon en verantwoordelik is vir een of meer van die volgende pligte:—

(a) Versorging van die inhoud van persele;

(b) versorging en skoonmaak van persele;

(c) toesighouing oor skoonmaak personeel;

"los arbeider" 'n werknelmer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgewer in diens is om grondstowwe van enige aard te laai en/of af te laai en/of te berg;

"ondervoorman" 'n werknelmer wat, behoudens die opdragte van die bestuur op die gebruiklike wyse en gereeld die werk van ander werknelmers in een of meer afdelings van 'n bedryfsinrigting reël terwyl hy self ook betrokke is by die volkome of gedeeltelike produksie van meubels en/of stoffeerwerk, en/of enigeen van die werkzaamhede verrig wat in Dele II en III van hierdie Ooreenkoms genoem word;

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Transvaal, geregistreer ingevolge artikel 19 van die Wet;

"versendingsklerk" 'n werknelmer wat verantwoordelik is vir die versending van goedere en wat enige ander werk in verband daarmee mag verrig;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY, TRANSVAAL
AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, and entered into by and between the Transvaal Furniture and Upholstery 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 the

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal.

PART I

Provisions applicable to the Industry throughout the area covered by the Agreement unless the contrary is stated.

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Province of Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg by all employers who are members of the employers' organisation and are engaged in the Furniture Industry and by all employees who are members of the trade unions and are employed in that Industry.

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

(i) apply only to employees for whom wages are prescribed therein, 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, as amended, or any regulation made thereunder or contract entered into in terms of the said Act.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of subsection (1) of section forty-eight of the Act, and shall continue in force for a period ending on 18 January 1973, or 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 in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females and vice versa.

Unless inconsistent with the context, the following definitions shall apply to Parts I, II and III 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, as amended;

"Bonus Fund" means the Fund established in terms of Clause 12 of Part I of this Agreement;

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

(a) Care of contents of the premises;

(b) care and cleaning of the premises;

(c) supervision of cleaning staff;

"casual labourer" 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;

"chargehand" means an employee who customarily and regularly directs, subject to the instructions of the management, the work of other employees in one or more sections of an establishment whilst he himself is also engaged in the production of furniture and/or upholstery in whole or in part and/or in the performance of any of the operations mentioned in Parts II and III of this Agreement;

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

"despatch clerk" means an employee who is responsible for the despatching of goods and who may perform any other work connected therewith;

"bedryfsinrigting" 'n perseel waar die Meubelnywerheid beoefen word;

"ondervinding" die tydperk wat 'n werknemer altesaam in 'n nywerheid werkzaam was (in sy beroep);

"Fonds" en/of "Sentrale Fonds" die Sentrale Vakansiefonds van Transvaalse Meubelwerkers wat ingevolge klausule 13 (iv) (d) (i) van Deel I hiervan in die lewe geroep is en deur die Raad geadministreer word;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werknemers en werkgewers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die soort materiaal gebruik, en dit omvat onder andere die volgende werkzaamhede:—

Herstel-, stofsteer-, herstofsteer-, beits-, spuit-, of poleer- en/of herpoleerwerk, die maak van los oortreksele en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stofsteerwerk, houtmasjiwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook werkzaamhede wat uitgevoer word in 'n perseel waar houtmasjiwerk, houtdraaiwerk en/of houtsneewerk in verband met die vervaardiging van meubels verrig word; en voorts ook die herstel, herstofferig of herpolering van meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werkzaamheid wat in verband staan met die finale voorbereiding van 'n meubelstuk vir verkoop in sy geheel of gedeeltelik uitgevoer word, en die finering van deure wat van lamelblokbord of laaghout gemaak is en vir meubels gebruik word en alle dele van materiaal wat vir die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van ateljeerusbanke soos hieronder omskryf en van kussings vir sodanige ateljeerusbanke en die vervaardiging van artikels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalklates.

'n "Ateljeerusbank" beteken, vir die toepassing van hierdie omskrywing, 'n meubelstuk wat so ontwerp is dat dit sitplek bied en omgeskakel kan word in 'n dubbelbed of twee of meer beddens en wat 'n raamwerk het wat hoofsaaklik van metaal gemaak is en waarvan die sit- en/of slaapoppervlaktes uit matrasse en/of kussings bestaan;

"voorman" en/of "toesighouer" 'n werknemer wat in 'n uitvoerende hoedanigheid in diens is en wat onder andere—

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

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

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

(d) op die gebruiklike wyse en gereeld magte van vrye goedvinde uitoefen; en

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

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

"uurloon" die werklike weekloon van die betrokke werknemer, gedeel deur 44;

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

"arbeider" 'n werknemer wat slegs 'n klas werk verrig waaronder 'n loon van R10.40 per week in Deel II van hierdie Ooreenkoms voorgeskryf word vir die tydperk wat op 18 Januarie 1971 eindig;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling of arbeider, wat ten tyde van sy indiensneming 'n minderjarige is of was en wat in diens is om 'n klas werk te leer wat in sy leerlingsertifikaat gespesifieer word;

"militêre opleiding" opleiding ingeval die Verdedigingswet, 1957;

"stukwerk", behoudens klausule 5 van Deel I van hierdie Ooreenkoms, 'n stelsel waarvolgens die betaling van lone uitsluitlik gegrond word op die hoeveelheid werk verrig of produksie gelewer;

"besoldiging" geld wat betaal of verskuldig is aan enigeen en wat op enige wyse van welke aard ook al uit diens voortvallei;

"korttyd" 'n vermindering in die getal gewone werkure in 'n bedryfsinrigting weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie veroorsaak deur 'n ongeluk of 'n ander onvoorsiene noodtoestand;

"establishment" means any premises where the Furniture Industry is carried on;

"experience" means the total length of all periods of employment which an employee (in the occupation in which he is engaged) has had in any Industry;

"Fund" and/or "Central Fund" means the Transvaal Furniture Workers Central Holiday Fund, established in terms of clause 13 (iv) (d) (i) of Part I hereof and administered by the Council;

"Furniture Industry" or "Industry" means—without in any way limiting the ordinary meaning of the expression—the Industry in which employers and employees are associated for the manufacture either in whole or part of all types of furniture irrespective of the materials used, and shall include, *inter alia*, the following operations:—

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or re-polishing; making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or re-polishing of pianos or the manufacture and/or staining, spraying and polishing and/or re-polishing of tea-rooms, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets 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 re-polishing 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 studio couches, as defined hereinafter, and cushions for such studio couches, and the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads.

A "studio couch" for the purpose of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

"foreman" and/or "supervisor" means an employee who is employed in an executive capacity and who, *inter alia*—

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

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

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

(d) customarily and regularly exercises discretionary powers; and

(e) is paid a wage of not less than that prescribed for the highest paid employee in this Agreement whether weekly or monthly; and

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

"hourly rate" means the actual weekly wage of the employee concerned divided by 44;

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

"labourer" means an employee who only performs any class of work for which a wage of R10.40 per week is prescribed in Part II of this Agreement for the period ending 18 January 1971.

"learner" means an employee, other than an apprentice or labourer 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;

"military training" means training in pursuance of the Defence Act, 1957;

"piece-work" means any system according to which payment of wages is based solely on quantity or output of work done, except as provided for in clause 5 of Part I of this Agreement;

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

"short time" means a reduced 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;

"pakhuisopsigter" 'n persoon wat in 'n magasyn of pakhuis in diens is en wat verantwoordelik is vir—

(i) die ontvangs, opberging, verpakking of uitpak van goedere in 'n magasyn of pakhuis; en/of

(ii) die byhou van 'n register van inkomende en uitgaande voorrade; en/of

(iii) die verrigting van ander klerklike werk in verband met die funksionering van 'n magasyn of pakhuis;

"toesighouer"—kyk "voorman";

"tydbeampte" 'n persoon wat verantwoordelik is vir 'n tydopnemingsstoestel en/of -stelsel en/of rekords hou wat met hierdie soort werk in verband staan;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in Dele II en III van hierdie Ooreenkoms, of, waar 'n werkgever gewoonlik aan 'n werknemer 'n hoër bedrag ten opsigte van dié gewone werkure betaal as dié wat aldus voorgeskryf word, dié hoër bedrag;

"werkende eienaar" of "werkende venoot" 'n werkgever wat persoonlik een van die werkzaamhede gespesifiseer in Deel II van hierdie Ooreenkoms in sy eie bedryfsinrigting verrig.

4. STUKWERK

Behoudens klousule 5 van hierdie Ooreenkoms mag geen werkgever van enigeen vereis of hom toelaat om stukwerk te verrig nie.

5. AANSPORINGSKEMA

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy ingevolge hierdie Ooreenkoms, uitgesonderd hierdie klousule, geregtig sou gewees het nie, mag 'n werkgever 'n werknemer se loon baseer op die hoeveelheid werk verrig of produksie gelewer. Met dien verstande dat so 'n stelsel van loonsbetaling nie toelaatbaar is nie, behalwe in die vorm van 'n aansporingskema, oor die voorwaardes waarvan ooreengeskryf is soos in subklousules (2) en (3) hieronder uiteengesit.

(2) 'n Werkgever wat 'n aansporingskema wil begin, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat, na oorlegpleging met die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, op die voorwaardes van so 'n skema mag besluit.

(3) Die voorwaardes van so 'n aansporingskema en 'n latere wysiging daarvan waaraan die komitee mag ooreenkoms, moet op skrif gestel en onderteken word deur die lede van die komitee en mag nie deur die komitee verander of deur een van die twee partye beëindig word nie, tensy die party wat die skema wil verander of beëindig skriftelik aan die ander party kennis gegee het vir 'n tydperk waarop die partye mag besluit wanneer hulle met so 'n skema begin.

(4) 'n Werknemer wat vir 'n tydperk volgens 'n aansporingsbonusskema in diens is, moet die volle bedrag betaal word wat hy verdien het kragtens die aansporingsbonusskale waarop besluit is ingevolge hierdie klousule.

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

6. BUITEWERK

(1) Geen werkgever mag van enigeen van sy werknemers vereis of hom toelaat om werk te onderneem in verband met die Meubelnywerheid elders as in sy bedryfsinrigting nie, behalwe waar dié werk in verband staan met die voltooiing van 'n bestelling wat by so 'n werkgever geplaas is en bestaan uit die aansit, aanmekaarsit, herstel of poleer van meubels op persele wat behoort aan of geokkueper word deur die persoon vir wie die werk onderneem word.

(2) Geen werknemer wat by die Meubelnywerheid betrokke is, mag, terwyl hy in die diens van 'n werkgever in dié Nywerheid is, vir eie rekening vir verkoop of namens 'n ander persoon of firma teen vergoeding, bestellings opneem vir of werk in verband met die Meubelnywerheid onderneem nie, hetsy teen besoldiging al dan nie.

(3) Geen werkgever en/of werknemer mag werk in verband met die Meubelnywerheid onderneem op ander persele as dié wat ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer is, of by werkkamers wat by die Raad geregistreer is en uitsluitlik vir werk in die Meubelnywerheid gebruik word, behalwe dié werk waarvoor subklousules (1) en (4) van hierdie klousule voorsiening maak.

(4) Geen werkgever mag werk in verband met die vervaardiging van meubels, hetsy in die geheel of gedeeltelik, uitbestee nie, behalwe aan 'n bedryfsinrigting wat aanvaar is as lid van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms of wat by die Nywerheidsraad geregistreer is [behoudens subklousule (3) hiervan], behalwe dat waar 'n bedryfsinrigting nie georganiseer is om die besondere soort werk op sy eie persele te

"storeman" means a person who is employed in a store or warehouse and who is responsible for—

(i) receiving, storing, packing or unpacking goods in a store or warehouse; and/or

(ii) the keeping of a record of incoming and outgoing stock; and/or

(iii) the performance of such other clerical work that appertains to the functioning of a store or warehouse;

"supervisor"—see "foreman";

"timekeeper" means an employee who is in charge of any timekeeping device and/or timekeeping system and/or maintains such records as relate to this type of work;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as prescribed in Parts II and III of this Agreement, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

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

4. PIECE-WORK

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

5. INCENTIVE SCHEME

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

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with the trade union 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 scheme has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such a scheme.

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture 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, as amended, or workrooms registered with the Council and used solely for work in the Furniture Industry, except such work as is provided for in subclauses (1) and (4) of this clause.

(4) No employer shall give out work in connection with the manufacture of furniture, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation to this Agreement, or which is registered with the Industrial Council [but subject to the provisions of sub-clause (3) hereof] except that where an establishment is not organised for doing a particular type of work on its own premises

doen nie en die Nywerheid nie daardie soort diens aan vervaardigings wat by die Nywerheid betrokke is, verskaf nie, werkgewers daarop geregtig is om dié werk uit te bestee.

7. WERKURE

(1) Behoudens andersluidende bepaling in hierdie Ooreenkoms, mag geen werkewer van 'n werknemer, uitgesonderd 'n bestuurder of los bestuurder van 'n motorvoertuig, vereis of hom toelaat om—

(a) meer as 44 uur, uitgesonderd maaltye, in 'n bepaalde week te werk nie;

(b) meer as agt uur, uitgesonderd maaltye, op 'n bepaalde dag te werk nie: Met dien verstande dat daar van 'n werknemer in 'n fabriek waar—

(i) die gewone werkure hoogstens vyf op een dag in elke week is, vereis of hy toegelaat mag word om vir 'n bykomende tydperk van hoogstens 'n halfuur op elk van die oorblywende dæ van die week te werk; of

(ii) die werkemers nie gewoonlik op meer as vyf dae per week werk nie, vereis of hy toegelaat mag word om op enige werkdag vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of

(c) vir 'n aaneenlopende tydperk van meer as vyf uur te werk nie, sonder 'n ononderbroke pouse van minstens een uur: Met dien verstande dat 'n werktydperk onderbreek deur 'n pouse van minder as een uur vir die toepassing van hierdie paragraaf geag word aaneenlopend te wees; of

(d) dit 'n vrou is —

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) na 1 nm. op meer as vyf dae in 'n week te werk nie.

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

(a) tien uur; of

(b) as die toestemming van die Raad vooraf verkry is, 'n getal ure wat meer as tien mag wees, wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkewer, waarin die werknemer of die klas werknemer ten opsigte waarvan die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaarde waarop dit geldig is, gespesifieer word:

Met dien verstande dat geen werkewer van 'n vroulike werknemer mag vereis of haar toelaat om oortyd te werk—

(a) vir meer as twee uur op 'n dag nie;

(b) op meer as drie agtereenvolgende dae nie;

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

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

(i) voor middag aan so werknemer daarvan kennis gegee het; of

(ii) 'n toereikende maaltyd aan so 'n werknemer verskaf voor sy met oortyd begin; of

(iii) so 'n werknemer 'n toelae van 15 sent betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voor die oortyd moet begin.

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

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

(b) gedurende 'n ander tydperk waarin hy op die perseel van sy werkewer is:

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

(4) Elke werkewer moet 'n kennisgewing in die vorm voorgeskryf in Aanhengsel B van hierdie deel van die Ooreenkoms, wat die begin- en ophouye van werk vir elke dag van die week, die etensuur en die teepouses in die voor- en namiddag meld, op 'n plek in sy bedryfsinrigting vertoon wat geredelik vir sy werknemers toeganklik is.

8. KORTTYD

(1) As 'n werkewer weens 'n handelslapte, 'n tekort aan grondstowwe, 'n algemene onklaarraking van uitrusting of masjinerie veroorsaak deur 'n ongeluk of ander onvoorsiene noodtoestand, nie in staat is om sy werknemers in diens te hou vir die getal

and the Industry does not provide that type of service to manufacturers engaged in the Industry, employers shall be entitled to give out such work.

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than a driver or casual driver of a motor vehicle—

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

(b) to work for more than eight hours, excluding meal times, in 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 hour; 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 a period of work interrupted by an interval of less than one hour shall be deemed to be continuous; or

(d) who is a female, to work—

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

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

(2) Notwithstanding the provisions of paragraphs (a) and (b) of subclause (1) of this clause and subject to the provisions of 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) with the prior permission of the Council, a number of hours in excess of 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) paid such employee an allowance of 15 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

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

(4) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form prescribed in Appendix B to this part of the Agreement specifying the starting and finishing time of work for each day of the week the meal hour, and the forenoon and afternoon tea-breaks.

8. SHORT TIME

(1) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant or machinery cause by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of

gewone werkure per week wat gewoonlik in sy bedryfsinrigting gwerk word nie, moet die werknemer behoudens die bepalings van hierdie klousule, sy werknemers korttyd laat werk gedurende, maar nie vir langer nie as die tydperk wat so 'n handelslapte, tekort aan grondstowwe of algemene onklaarraking van masjinerie of uitrusting duur.

(2) Wanneer korttyd gwerk word, moet die beskikbare werk verdeel word onder die werknemers wat geraak is in 'n afdeling, en as daar bevind word dat dit nodig is om werknemers te ontslaan, moet die werknemers wat die laagste lone verdien, eerste ontslaan word: Met dien verstande dat geen werknemer weens korttyd ontslaan mag word nie totdat die korttydwerkure minder as 35 per week oor 'n aaneenlopende tydperk van vier weke daal.

(3) 'n Werknemer wat hom op 'n bepaalde dag op die gewone begintyd van die bedryfsinrigting vir diens aanmeld en vir wie geen werk beskikbaar is nie, moet ten opsigte van so 'n dag minstens vier uur se loon betaal word, tensy sy werkgever hom vooraf kennis gegee het dat sy dienste op die betrokke dag nie nodig sou wees nie.

9. BETALING VAN BESOLDIGING

(1) Besoldiging moet weekliks in kontant betaal word gedurende die gewone werkure op die betaaldag of by beëindiging van diens indien dit voor die gewone betaaldag geskied. Die betaaldag van elke bedryfsinrigting is Vrydag elke week, behalwe waar Vrydag 'n dag is waarop daar nie gwerk word nie, en in dié geval is die laaste werkdag voor Vrydag die betaaldag.

(2) Besoldiging wat aan 'n werknemer verskuldig is ingevolge die Ooreenkoms moet aan hom oorhandig word in 'n verseëld koeverf of houer waarop die volgende besonderhede verskyn, of wat vergesel gaan van 'n staat wat die volgende besonderhede toon: Die werkgever se naam, die werknemer se naam of nommer en beroep, die getal gewone werkure, oortydure of bykomende oortydure gwerk, die besoldiging wat verskuldig is en die tydperk ten opsigte waarvan die betaling geskied, besonderhede van alle bedrae wat afgetrek is en die bedrag wat die werkgever aan die Bonusfonds verskuldig is. So 'n koeverf of houer waarop dié besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

(3) 'n Werkgever mag nie 'n premie vir die opleiding van 'n werknemer vra of ontvang nie.

(4) Geen bedrag mag vir die beskadiging van materiaal of geen bedrag van enige aard, uitgesonderd onderstaande, mag van die besoldiging van 'n werknemer afgetrek word nie:—

(a) Waar 'n werknemer van sy werk afwesig is, 'n pro rata bedrag in verhouding tot die tydperk van sy afwesigheid;

(b) die aftrekking van 'n bedrag wat 'n werkgever ingevolge 'n statutêre wet of bevel van 'n hof metregsbevoegdheid moet of mag aftrek;

(c) aftrekings bedoel in klousule 17 van Deel I van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van die werknemer, aftrekings vir versekerings- of pensioenfondse;

(e) behoudens die bepalings van klousule 8 van Deel I, 'n aftrekking in verhouding tot die hoeveelheid korttyd gwerk;

(f) die aftrekking van bydraes tot die fondse van die vakverenigings ingevolge klousule 31 van die Ooreenkoms.

10. OORTYD

(1) Alle tyd wat gwerk word buite die weeklike of daaglikske werkure voorgeskryf in klousule 7 (1) van hierdie deel van die Ooreenkoms of buite die gewone werkure gespesifieer in die kennisgewing wat ingevolge klousule 7 (4) van hierdie deel van die Ooreenkoms vertoon moet word, word as oortyd beskou en 'n werknemer moet, behoudens die bepalings van subklousule (b) (ii) (d) van hierdie klousule en subklousule (2), soos volg betaal word vir elke uur of deel van 'n uur wat aldus gwerk word:—

(a) Vir alle tyd gwerk na die gewone ophoutyd tot en met 10 nm. op 'n dag van Maandag tot Vrydag of tot 6 nm. op 'n Saterdag, een en 'n derde ($1\frac{1}{3}$) keer die urloon van die betrokke werknemer;

(b) (i) vir alle tyd gwerk tussen 10 nm. en die gewone begin-tyd van Maandag tot Vrydag of na 6 nm. op 'n Saterdag, maar uitgesonderd tyd gwerk op 'n Sondag, een en 'n half ($1\frac{1}{2}$) keer die urloon van die betrokke werknemer. Vir alle tyd gwerk op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag, en op Republiekdag 1971, benewens die dagloon ten opsigte van elk van hierdie dae, een en 'n half ($1\frac{1}{2}$) keer die urloon van die betrokke werknemer;

(ii) (a) vir alle tyd van hoogstens vier (4) uur gwerk op 'n Sondag, minstens een en 'n half keer die besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk;

work per week usually worked in his establishment, the employer shall, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

(2) When short time is worked, the work available shall be distributed amongst the employees affected in any "section", and should it be found necessary to dismiss any employees the employees to be dismissed first shall be those earning the lowest wages; provided that no employee shall be dismissed by reason of short time until the hours of work on short time fall below 35 per week over a continuous period of four weeks.

(3) 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 previously that his services would not be required on the day in question.

9. PAYMENT OF REMUNERATION

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

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

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

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

(a) When an employee is absent from work, a *pro rata* amount for the period of such absence;

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

(c) deductions referred to in clause 17 of Part I of this Agreement;

(d) with the written consent of the employee, deductions for insurance or pension funds;

(e) subject to the provisions of clause 8 of Part I, a deduction proportionate to the amount of short time worked;

(f) deductions of contributions to the fund of the trade unions in terms of clause 31 of the 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 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 an employee shall, save as is provided for in subclause (b) (ii) (d) of this clause and subject to the provisions of subclause (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 ($1\frac{1}{3}$) the hourly rate of the employee concerned;

(b) (i) for any time worked between 10 p.m. and the ordinary starting time from Monday to Friday, or after 6 p.m. on Saturdays, but excluding any time worked on Sundays, at one and a half ($1\frac{1}{2}$) times the hourly rate of the employee concerned. For any time worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day and Republic Day in 1971 in addition to the day's pay in respect of each of these days at one and a half ($1\frac{1}{2}$) times the hourly rate of the employee concerned;

(ii) (a) for any time worked on a Sunday not exceeding four (4) hours, at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week day;

(b) vir alle tyd van meer as vier (4) uur op 'n Sondag gewerk, besoldiging wat gelyk is aan minstens dubbel sy gewone uurloon ten opsigte van die totale tydperk gewerk op so 'n Sondag of besoldiging wat minstens gelyk is aan dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag;

(c) vir alle ure wat daar langer gewerk word as die daaglikske ure voorgeskryf in subklousule 7 (1) van hierdie deel van die Ooreenkoms ten opsigte waarvan geen oortyf is ingevolge paragrawe (a) of (b) van hierdie klousule betaalbaar is nie, een en 'n derde ($\frac{1}{3}$) keer die uurloon;

(d) vir alle tyd wat volgens ooreenkoms tussen 'n werkgewer en sy werkneemers ingewerk word in plaas van die gewone werktyd wat verlore sal gaan weens die sluiting van 'n fabriek op alleenlik een van ondergenoemde dae bedoel in paragrawe (i), (ii), (iii) en (iv) van hierdie subklousule, die gewone loon van die betrokke werkneemers: Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op dié onderskeie dae—

- (i) die Vrydag na Hemelvaartsdag;
- (ii) die eerste twee dae van die Joodse Nuwe Jaar;
- (iii) die Joodse Versoendag;
- (iv) die Vrydag na Geloftedag as laasgenoemde op 'n Donderdag val.

(2) Waar oortyf wat op 'n daaglikske grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat die gunstigste vir die betrokke werkneemers is, toegepas word.

(3) Ondanks die bepalings van subklousule (1) van hierdie klousule—

(a) mag 'n bedryfsinrigting nie meer as 10 uur oortyf per week werk nie, tensy die betrokke werkgewer vooraf die Raad se toestemming verkry het op die wyse voorgeskryf in subklousule 7 (2) (b) van hierdie deel van die Ooreenkoms;

(b) mag 'n bedryfsinrigting vir 10 uur of minder per week oortyf werk, mits die betrokke werkgewer die Sekretaris van die Raad daarvan in kennis stel binne sewe dae nadat dié oortyf gewerk is.

(4) Ondanks andersluidende bepalings in hierdie klousule, moet alle bedryfsinrigtings gesluit wees en mag geen werk verrig word op Goeie Vrydag, Geloftedag, of op Republiekdag 1971 nie.

11. WERKNEMERS WAT HOËR LONE ONTVANG AS DIÉ WAT VOORGESKRYF IS

'n Werkgewer in een van die klasse genoem in Dele II en III van hierdie Ooreenkoms wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoëer loon ontvang as die minimum vir so 'n klas moet, solank hy by dieselfde werkgewer in dieselfde klas werk in diens is, minstens die loon ontvang wat hy op dié datum ontvang het; behoudens die voorwaarde dat die Raad magtiging mag verleen vir die verlaging van so 'n hoëer loon tot die peil wat in hierdie Ooreenkoms voorgeskryf word vir 'n werkneemers van sy klas.

12. WERKAANSPORINGSVAKANSIEBONUS

(1) Elke werkgewer moet op die tyd en manier voorgeskryf in subklousule (3) hiervan, ten opsigte van elke werkneemers en ten opsigte van elke week vanaf die datum waarop hierdie Ooreenkoms in werking tree, 'n Werkaansporingsvakansiebonus betaal van vyf persent van die gewone weekloon wat die werkneemers gedurende daardie tydperk verdien het. Vir die toepassing van hierdie klousule beteken "gewone weekloon" die totale besoldiging wat die werkneemers vir gewone werkure, uitgesonderd oortydwerk, ontvang het.

(2) Die werkgewer moet die Werkaansporingsvakansiebonus van vyf persent betaal benewens besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werkneemers betaalbaar is, en sodanige bonus mag nie van die besoldiging van sodanige werkneemers afgetrek word nie: Met dien verstande dat dit nie vir 'n week waarin 'n werkneemers versuim het om vir die volle getal gewone werkure te werk, ten opsigte van sodanige werkneemers betaal moet word nie, tensy sodanige afwesigheid te wye is aan—

(a) siekte tot 30 dae in een jaar ten opsigte waarvan die werkneemers in staat is om 'n doktersertifikaat voor te le wanneer die werkgewer dit vereis, of militêre opleiding vir 'n maksimum tydperk van vier (4) maande;

(b) ander redes waarmee die werkgewer akkoord gaan of wat hy later goedkeur.

(3) Die werkgewer moet, behoudens subklousule (2) hierbo, alle bedrae wat ingevolge subklousule (1) hiervan betaalbaar is, maand na maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrag verskuldig is, aan die Sekretaris van die Raad betaal om gedeponeer te word

(b) for any time worked on a Sunday exceeding four (4) hours, remuneration at a rate 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 weekday, whichever is the greater;

(c) for all hours worked in excess of the daily hours laid down in subclause 7 (1) of this part of the Agreement in respect of which no overtime is payable under paragraphs (a) and (b) of this clause at one and a third ($\frac{1}{3}$) times the hourly rate;

(d) for any time worked in, by agreement between an employer and his employees, in lieu of normal working time which will be lost due to the closure of a factory only on any of the following days mentioned in paragraphs (i), (ii), (iii) and (iv) of this sub-clause, at the ordinary rates of the employees concerned; provided that the time shall be worked in during the two weeks prior to such closure on the respective days—

- (i) the Friday after Ascension Day;
- (ii) the first two days of the Jewish New Year;
- (iii) the Jewish Day of Atonement;
- (iv) the Friday after the Day of the Covenant, whenever the latter day falls on a Thursday.

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

(3) Notwithstanding the provisions of subclause (1) of this clause—

(a) no overtime in excess of 10 hours per week may be worked by an establishment unless the employer concerned has obtained the prior permission of the Council in the manner prescribed in subclause 7 (2) (b) of this part of the Agreement;

(b) overtime of 10 hours or less per week may be worked by an establishment provided the employer concerned advises the Secretary of the Council, in writing, of the fact within 7 days of such overtime being worked.

(4) Notwithstanding anything to the contrary contained in this clause, all establishments shall be closed and no work shall be performed on Good Friday, Day of the Covenant, or on Republic Day in 1971.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee who is included in one of the classes mentioned in Parts II and III of this Agreement and who at the date of 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 in the level prescribed in this Agreement for an employee of his class.

12. HOLIDAY ATTENDANCE INCENTIVE BONUS

(1) Every employer shall pay in respect of every employee at the time and in the manner specified in subclause (3) hereof in respect of each week from the date of coming into operation of this Agreement, a Holiday Attendance Incentive Bonus of five per cent of the normal weekly remuneration earned by the employee during that period. For the purpose of this clause normal weekly remuneration shall be the total remuneration earned by the employee for ordinary hours worked excluding overtime.

(2) The five per cent Holiday Attendance Bonus shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement and shall not be deducted from the remuneration of such employee; provided that it need not be paid in respect of an employee for any week during which the employee failed to attend work for the total number of ordinary working hours, except where such absence is due to—

(a) illness up to 30 days in one year in respect of which, on demand of the employer, the employee is able to produce a medical certificate or for a maximum period of four (4) months whilst undergoing military training;

(b) other reasons with the consent or subsequent approval of the employer.

(3) Subject to the provisions of subclause (2) above, all amounts payable in terms of subclause (1) hereof, shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposit into a fund hereby

in 'n fonds wat hierby gestig word en bekend staan as die Transvaalse Bonusfonds vir Meubelwerkers, hieronder die "Bonusfonds" genoem, en wanneer die werkewer sodanige bedrag betaal, moet hy 'n staat verstrek in die vorm wat die Raad van tyd tot tyd voorskryf.

(4) Elke werkewer wat aan die Raad 'n waarborg, waarmee die Raad tevrede is, deur 'n geregistreerde bank en/of versekeringsmaatskappy verskaf vir sy totale jaarlikse aanspreeklikheid ingevolge hierdie klousule, word, sonder inkorting van sy verpligte teenoor sy werknemers, daarvan vrygestel om bedrae aan die Raad te betaal soos in subklousule (3) van hierdie klousule voorgeskryf: Met dien verstande dat die vrystelling onderworpe is aan dié bepalings en voorwaarde wat die Raad van tyd tot tyd daarop van toepassing maak.

(5) (a) Die Bonusfonds word deur die Raad geadministreer, en alle uitgawes aangegaan in verband met die administrasie van die Bonusfonds, word teen die Raad in rekening gebring.

(b) Alle gelde wat aan die Bonusfonds betaal word, moet gedeponeer word in 'n bankrekening wat op naam van die Bonusfonds geopen moet word. Alle betalings uit die Bonusfonds geskied per tsek getrek op die rekening van die Fonds, en sodanige tjeks moet geteken word deur twee persone wat, behoorlik daartoe gemagtig is deur die Raad. Die Raad moet n register hou van elke werknemer ten opsigte van wie bedrae ingevolge hierdie klousule betaal word en van die bedrag wat ten opsigte van hom aan die Bonusfonds betaal word.

(c) Die Bonusfonds moet aangewend word om n Werkaansporingsvakansiebonus op onderstaande grondslag en oor ondergenoemde tydperke onder die betrokke werknemers te verdeel:—

Tussen 7 en 20 Desember moet daar aan elke werknemer 'n Werkaansporingsvakansiebonus betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindige die laaste week van Oktober, ten opsigte van hom aan die Bonusfonds betaal is.

(6) Die Raad kan van die gelde wat aan die Bonusfonds behoort, van tyd tot tyd belê, mits sodanige belegging geskied ooreenkomsdig artikel 21 (3) van die Wet, en alle rente verkry uit sodanige belegging, val die algemene fondse van die Raad toe as teenprestasie vir die administrasie van die Fonds deur die Raad.

(7) Werkaansporingsvakansiebonuse wat onopgeëis bly vir 'n tydperk van twee jaar met ingang van die datum waarop dit betaalbaar geword het, val die fondse van die Raad toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die fondse van die Raad, van werkaansporingsvakansiebonuse wat gedurende 'n verdere tydperk van drie jaar nadat sodanige onopgeëiste bonuse die fondse van die Raad aldus toegeval het, verskuldig is en opgeëis word: Met dien verstande dat as die Raad ontbind word binne enigeen van die tydperke hierin genoem, sodanige gelde, ondanks andersluidende bepalings in hierdie subklousule, uiteindelik die algemene fondse van die Raad toeval en wel drie maande na die datum van sodanige ontbinding.

(8) Indien die boedel van 'n werkewer gesekwestreer word, of indien 'n maatskappy wat 'n werkewer is, in likwidasie geplaas word en gelde ingevolge hierdie klousule deur sodanige werkewer aan die Raad verskuldig is ten opsigte van 'n werktydperk van 'n werkemmer, is die werkemmer ten opsigte van wie die geld verskuldig is, behoudens die bepalings van die Insolvensiewet, by sodanige sekwestrasie of likwidasie geregtig om 'n Werkaansporingsvakansiebonus van hoogstens $1\frac{1}{2}$ dae se loon vir elke maand van sodanige dienstydperk van hoogstens 12 maande te eis asof sodanige geld, vir die toepassing van genoemde Wet, besoldiging uitmaak. Die Raad kan sodanige geld namens 'n werknemer eis vir betaling aan hom.

(9) 'n Openbare rekenmeester wat deur die Raad aangestel moet word en wie se besoldiging deur die Raad bepaal moet word, moet die rekenings van die Bonusfonds minstens een maal per jaar ouditeer en moet voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon:—

(a) Alle gelde wat ingevolge hierdie klousule ontvang is;

(b) uitgawes gedurende die 12 maande geëindig 28 Februarie, onder alle hoofde aangegaan, tesame met 'n balansstaat wat die bates en laste van die Bonusfonds op daardie datum toon.

(10) Juiste kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor moet daarna by die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik, maar nie later nie as drie maande na verstryking van die tydperk wat daardeur gedeck word, deur die Raad aan die Sekretaris van Arbeid gestuur word.

established and termed the Transvaal Furniture Workers' Bonus Fund, hereinafter referred to as the "Bonus Fund", and when making such payment the employer shall furnish a statement in the form specified by the Council from time to time.

(4) Each employer who supplies the Council with a guarantee by a registered banker and/or insurance company satisfactory to the Council for the total of his annual commitments under this clause, shall without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner prescribed in subclause (3) of this clause; provided the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.

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

(b) All moneys paid to the Bonus Fund shall be deposited in a banking account to be opened in the name of the Bonus Fund. All payments from the Bonus Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised by the Council. The Council shall keep a record of each employee in respect of whom payments are made in terms of this clause and the amount paid to the Bonus Fund in respect of him.

(c) The Bonus Fund shall be utilised for the purpose of distribution to the employees concerned, of a Holiday Attendance Incentive Bonus on the following basis and operating over the following periods:—

Between the 7th and 20th December, each employee shall be paid a Holiday Attendance Bonus equal to the amount paid into the Bonus Fund in respect of him during the year ending the last week of October.

(6) The Council may invest any of the moneys belonging to the Bonus Fund from time to time; provided that such investment shall be made in accordance with the provisions of section twenty-one (3) of the Act, 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.

(7) Holiday Attendance Bonuses, which remain unclaimed for a period of two years from the date on which they become payable, shall accrue to the funds of the Council provided that the Council shall be liable for payment from Council Funds of any holiday attendance bonuses due and claimed during a further period of three years after such accrual to the Council's Funds; provided that should the Council be dissolved within any or either of the periods mentioned herein, and notwithstanding anything to the contrary contained in this subclause, such moneys shall finally accrue to the general funds of the Council three months after the date of such dissolution.

(8) Should the estate of an employer be sequestered, or a company, which is an employer, be placed in liquidation and any money be due by such employer to the Council in terms of this clause in respect of any period of employment of any employee, the employee in respect of whom the money is due shall, subject to the provisions of the Insolvency Act, be entitled, on such sequestration or liquidation, to claim Holiday Attendance Bonus not exceeding $1\frac{1}{2}$ day's wages for each month of such period of employment not exceeding 12 months, as if such money constituted remuneration for the purposes of the said Act. The Council may claim such money on behalf of any employee for payment to him.

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

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

(b) expenditure incurred under all headings during the 12 months ended 28 February, preceding, together with a balance sheet showing the assets and liabilities of the Bonus Fund as at that date.

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

(11) Ingeval hierdie Ooreenkoms of 'n verlenging of her-nuwing daarvan weens verloop van tyd of weens 'n ander oorsaak verval en 'n latere ooreenkoms wat vir die voortsetting van die Bonusfonds voorsiening maak, nie binne 'n tydperk van 12 maande met ingang van dié verval datum aangegaan word nie, of as die Bonusfonds nie binne sodanige tydperk deur die Raad oorgedra word nie na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Bonusfonds ingestel is, moet die Bonusfonds ooreenkomstig subklousule (13) van hierdie klousule gelikwider word. Die Bonusfonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word. Hierdie subklousule is onderworpe aan die bepalinge van subklousule (7) hiervan.

(12) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk wat hierdie Ooreenkoms nog bindend is ingevolge artikel 34 (2) va ndie Wet, kan die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstaan op grondslag van gelyke verteenwoordiging van albei partye, en dié komitee moet dan voortgaan om die Bonusfonds te administreer. Die Registrateur kan 'n vakature wat in die komitee ontstaan, uit die geledere van die werkgewers of die werknemers—na gelang van die geval—vul ten einde 'n gelyke getal werkgewers- en werknemersverteenvoordigers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of in geval hy voor 'n dooie punt te staan kom wat die administrasie van die Bonusfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstaan om die pligte van die komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdhede van die komitee. Indien daar by die verval van hierdie Ooreenkoms geen Raad bestaan nie, moet die Bonusfonds deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier voorgeskryf in subklousule (13) van hierdie klousule.

(13) Indien die Bonusfonds gelikwider moet word, moet die geldie wat nog in die kredit van die Bonusfonds staan nadat alle else teen die Bonusfonds, met inbegrip van die administrasie- en likwidasieloste, betaal is, in die algemene fondse van die Raad gestort word, en as daar nie meer 'n Raad bestaan nie en die sake van die Raad reeds afgehandel en sy bates verdeel is, moet sodanige saldo van die Bonusfonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(14) Die bepalinge van hierdie klousule is nie op los arbeiders van toepassing nie.

13. VAKANSIEDAE

(i) Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met betaling. Behoudens subklousule (ii) hieronder, moet elke werknemer vir elk van hierdie vakansiedae, selfs as val Geloftedag Kersdag of Nuwejaarsdag op 'n Saterdag, agt en vier-vyfde keer sy uurloon betaal word, afgesien daarvan of die bedryfsinrigting waarin hy in diens is, vyf of ses dae per week werk.

(ii) As die dienste van 'n werknemer sewe of minder dae voor die aanvang van een van die betaalde vakansiedae bedoel in subklousule (i) hiervan deur die werkewer beëindig word, is die werknemer nogtans by diensbeëindiging geregtig op betaling vir sowel Goeie Vrydag as Paasmaandag of Geloftedag of Kersdag of Nuwejaarsdag.

(ii) (bis) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is Hemelvaartsdag en Republiekdag 1971 betaalde openbare vakansiedae ingevolge die bepalinge van artikel 20 van die Wet op Fabriek, Masjinerie en Bouwerk, Wet 22 van 1941, soos gewysig.

(iii) Alle bedryfsinrigtings moet gesluit wees op dié datums waarop die Raad besluit en waarvan hy die werkewer moet verwittig gedurende November van elke jaar wat die jaar voorafgaan ten opsigte waarvan die tydperk vasgestel moet word, en dit mag nie minder wees nie as 23 dae. Geen werk van enige aard mag gedurende dié tydperk waarin die bedryfsinrigting gesluit is, onderneem of verrig word nie.

(iv) (a) Elke werkewer moet aan elke werknemer op die tyd en wyse gespesifieer in paragraaf 5 in Aanhangsel A, ten opsigte van elke week na die laaste betaaldag in Oktober elke jaar tot die laaste betaaldag in Oktober die volgende jaar, 'n bedrag betaal wat gelyk is aan 7 persent (sewentig persent) van die besoldiging wat die werknemer gedurende daardie tydperk ontvang het. Vir die toepassing van hierdie klousule word besoldiging soos volg bereken:—

(a) Die totale werklike besoldiging ontvang vir alle tyd gewerk (d.w.s. gewone en oortydwerkure gewerk, met inbegrip van besoldiging vir betaalde openbare vakansiedae); plus

(11) In the events of the expiry of this Agreement or any extension or renewal thereof by the effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Bonus Fund not being negotiated within a period of 12 months from the date of such expiry or the Bonus Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original Bonus Fund was created, the Bonus Fund shall be liquidated in terms of subclause (13) of this clause. The Bonus Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council. This subclause shall be subject to the provisions of subclause (7) hereof.

(12) In the event of the dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is still binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a Committee from employers and employees in the Industry on the basis of equal representation on both sides and the Bonus Fund shall continue to be administered by such Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Bonus Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the Committee for such purpose. If upon the expiration of this Agreement there is no Council in existence, the Bonus Fund shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (13) of this clause.

(13) Should the Bonus Fund have to be liquidated, the moneys remaining to the credit of the Bonus Fund, after the payment of all claims against the Bonus Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council, or if there is no Council in existence and the affairs of the Council have already been wound up and its assets distributed, such balance of the Bonus Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(14) The provisions of this clause shall not apply to casual labourers.

13. HOLIDAYS

(i) Good Friday, Easter Monday, Day of the Covenant, Christmas Day, and New Year's Day shall be paid holidays. Every employee shall, subject to the provisions of subclause (ii) hereunder, receive payment for each of these holidays, notwithstanding that the Day of the Covenant, Christmas Day or New Year's Day may fall on a Saturday, at the rate of eight and four-fifths time his hourly rate irrespective of whether the establishment in which he was employed is working a five- or six-day week.

(ii) In the event of the services of an employee being terminated by the employer seven days or less prior to the commencement of any of the paid holidays mentioned in subclause (i) hereof, the employee shall nevertheless be entitled to payment upon such termination of service for both Good Friday and Easter Monday or Day of the Covenant, or Christmas Day or New Year's Day.

(ii) (bis) Notwithstanding anything to the contrary contained in this Agreement, Ascension Day and Republic Day in 1971 shall be paid public holidays in terms of the provisions of section twenty of the Factories, Machinery and Building Work Act, Act 22 of 1941, as amended.

(iii) All establishments shall close on dates to be decided upon by the Council and notified by the Council to all employers during November of each year proceeding the year for which the period is to be determined, which shall not be less than 23 days, and during such closed period no work of any nature shall be undertaken or performed.

(iv) (a) Every employer shall pay to every employee, at the time and in the manner specified in paragraph 5 of Appendix A, in respect of each week after the last payday in October of each year to the last payday in October or the following year, a sum equal to 7 per cent (seven per cent) of the remuneration earned by the employee during that period. For the purposes of this clause, remuneration shall be calculated as follows:—

(a) The total actual remuneration earned for all time worked (i.e. ordinary and overtime hours worked and including remuneration for paid public holidays); plus

(b) die totale besoldiging wat 'n werknemer sou ontvang het gedurende 'n tydperk waarin daar nie van hom vereis is om te werk nie weens korttyd; plus

(c) die totale besoldiging wat 'n werknemer sou ontvang het gedurende 'n tydperk waarin hy afwesig was weens siekte of gedurende 'n maksimum tydperk van vier (4) maande terwyl hy militêre opleiding ondergaan het: Met dien verstande dat die vakansiebonus van seve persent nie betaal hoof te word nie vir 'n siektetylperk van meer as 30 dae in 'n bepaalde jaar en verder nie betaal hoof te word nie vir so 'n afwesigheidstypkerk weens siekte ten opsigte waarvan die werkewer 'n dokterscertifikaat geëis het, maar wat die werknemer versuim het om voor te lê.

(ii) As 'n vakleerling gedurende sy leerlingskap 'n vakansiebonus bedoel in subklousule (iv) (a) (i) ontvang, wat minder is as die besoldiging wat hy sou ontvang het as die fabriek nie gesluit was nie en hy sy gewone werkure gedurende genoemde verloftylperk gwerk het, moet sy werkewer hom 'n bedrag wat gelyk is aan die verskil tussen sy genoemde vakansiebonus en die bedrag wat hy sou ontvang het in bogenoemde omstandighede.

(b) Bedrae wat ingevolge subparagraaf (a) (i) en (ii) hiervan betaalbaar is, moet deur die werkewer betaal word benewens besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, en mag nie van die besoldiging van so 'n werknemer afgetrek word nie.

(c) Behoudens die voorwaardes in Aanhanga A van hierdie deel van die Ooreenkoms vervat, moet elke werkewer 'n waarborg deur 'n geregistreerde bank en/of versekeringsmaatskappy en/of 'n ander finansiële instelling wat vir die Raad bevredigend is, aan die Raad gee vir die totale bedrag wat ingevolge paragraaf (a) (i) en (ii) hiervan betaalbaar is.

(d) (i) Elke werkewer wat vir 'n aaneenlopende tydperk van 30 dae versuim om te voldoen aan die bepalings van subklousule (iv) (c) hiervan en/of een of meer van die bepalings vervat in Aanhanga A, moet alle bedrae wat ingevolge paragraaf (a) (i) hiervan betaalbaar is, voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan dié bedrae betaalbaar is, aan die sekretaris van die Raad betaal vir deponeering in 'n sentrale fonds, gestig ingevolge 'n vorige ooreenkoms van die Raad, wat bekend staan as die Sentrale Vakansiefonds van Transvaalse Meubelmakers en hierby voortgesit word. Wanneer die werkewer so 'n bedrag betaal, moet hy 'n staat voorlē in die vorm wat die Raad van tyd tot tyd spesifieer.

Die Fonds word geadministreer deur die Raad en alle onkoste wat in verband met die administrasie van die Fonds aangegaan word, moet teen die Raad gedebiteer word.

(ii) Alle geld wat in die Fonds gestort word moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds geskied deur middel van tjeks getrek op die Fonds se rekening, en dié tjeks moet geteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie bedrae ingevoer paragraaf (d) (i) hiervan en paragrawe (3) en (6) van Aanhanga A in die Sentrale Fonds gestort word, en ook van die bedrag wat ten opsigte van hom in die Sentrale Fonds gestort word.

(iii) Die Sentrale Fonds moet gebruik word om op onderstaande grondslag en gedurende ondergenoemde tydperke 'n vakansiebonus onder die betrokke werknemers te verdeel:—

Tussen 7 en 20 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ingevolge paragraaf (d) (i) hiervan en/of paragrawe (3) en (6) van Aanhanga A ten opsigte van hom in die Fonds gestort is gedurende die jaar eindige op die laaste betaaldag in Oktober.

(iv) Die Raad mag van die geld wat aan die Sentrale Fonds behoort, van tyd tot tyd belê mits dié geld belê word ooreenkomsdig die bepalings van artikel 21 (3) van die Wet en die rente op sodanige beleggings val die algemene fondse van die Raad toe as teenprestasie vir die Raad se administrasie van die Fonds.

(v) Vakansiebonuse wat vir tydperke van twee jaar vanaf die datum waarop hulle betaalbaar geword het, onopgeëis bly, val die fondse van die Raad toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die fondse van die Raad, van alle vakansiebonuse wat opgeëis word na 'n verdere tydperk van drie jaar vanaf die datum waarop hulle aldus die fondse van die Raad toegeval het.

Indien die Raad gedurende enigeen van die tydperke hierin genoem, ontbind word, val dié gelde, ondanks die andersluidende bepalings van dié subklousule, die Raad se algemene fondse toe na verloop van drie maande vanaf die datum van sodanige ontbinding.

(e) As die boedel van 'n werkewer gesekwestreer of 'n maatskappy, wat 'n werkewer is, gelikwider word, en geld deur dié werkewer ingevolge subklousule (d) (i) hiervan aan die Raad verskuldig is ten opsigte van die dienstryd van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, behoudens die bepalings van die Insolvencieswet, geregtig, by sodanige

(b) the total amount of any remuneration an employee would have earned during any time he was required not to work due to short time; plus

(c) the total amount of any remuneration an employee would have earned during any period he was absent on account of illness, or for a maximum period of four (4) months whilst undergoing military training;

provided that the 7 per cent holiday bonus need not be paid for any period of illness in excess of 30 days in any one year, and further need not be paid for any such period of absence due to illness in respect of which the employer demanded a medical certificate, but which the employee failed to produce.

(ii) If an apprentice, during his apprenticeship, shall receive a holiday bonus referred to in subclause (iv) (a) (i) which is less than the remuneration which he would have earned if the factory had not been closed and he had worked ordinary hours of work during the said leave period, his employer shall pay him an amount equal to the difference between his said holiday bonus and the amount which he would have earned in the conditions aforesaid.

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

(c) Each employer shall furnish to the Council, a guarantee by a registered banker and/or insurance company and/or other financial institution satisfactory to the Council for the total amount payable in terms of paragraphs (a) (i) and (a) (ii) hereof, subject to the terms and conditions contained in Appendix A to this Part of the Agreement.

(d) (i) Each employer who fails to comply with the provisions of subclause (iv) (c) hereof and/or any or more of the provisions contained in Appendix A, for any continuous period of 30 days shall pay all amounts payable in terms of paragraph (a) (i) hereof not later than the 10th day of each month following that in respect of which they are due to the Secretary of the Council for deposit in a central fund established in terms of a previous agreement of the Council and styled the Transvaal Furniture Workers Central Holiday Fund which is continued hereby. When making such payment the employer shall furnish a statement in the form specified by the Council from time to time. The fund shall be administered by the Council and all expenses incurred in connection with the administration of the fund shall form a charge upon the Council.

(ii) All moneys paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund. All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised by the Council. The Council shall keep a record of each employee in respect of whom payments are made in terms of paragraph (d) (i) hereof, and paragraphs (3) and (6) of Appendix A to the Central Fund, and the amount paid to the Central Fund in respect of him.

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

Between 7 and 20 December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Fund in terms of paragraph (d) (i) hereof and/or paragraphs (3) and (6) of Appendix A in respect of him during the year ending on the last payday in October.

(iv) The Council may invest any of the moneys belonging to the Central Fund from time to time provided that such investment shall be made in accordance with the provisions of section twenty-one (3) of the Act 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.

(v) Holiday bonuses, which remain unclaimed for a period of two years from the date on which they became payable, shall accrue to the Funds of the Council; provided that the Council shall be liable for payment from Council Funds of any holiday bonuses claimed during a further period of three years after such accrual to the Council's Funds.

Should the Council be dissolved within any of either of the periods mentioned herein, and notwithstanding anything to the contrary contained in this subclause, such moneys shall accrue to the General Funds of the Council three months after the date of such dissolution.

(e) Should the estate of an employer be sequestrated, or a Company, which is an employer, be placed in liquidation and any money be due by such employer to the Council in terms of subclause (d) (i) hereof in respect of any period of employment of any employee, the employee in respect of whom the money is due shall, subject to the provisions of the Insolvency Act, be

sekwestrasie of likwidiasie, op verlofbesoldiging vir hoogstens $1\frac{1}{2}$ dag ten opsigte van elke maand van sodanige dienstydperk van hoogstens 12 maande, asof sodanige geld besoldiging vir die toepassing van die Wet was. Die Raad mag sodanige geld namens 'n werknemer vir betaling aan hom opeis.

(v) Die bepalings van dié klosule is nie op los arbeiders van toepassing nie.

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

(a) Alle geld ontvang—

(i) ingevolge subklosule (iv) (d) (i) hiervan en paragrawe (3) en (6) van Aanhengsel A;

(ii) uit enige ander bron; en

(b) uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 28ste Februarie, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon.

Juiste kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Vorsitter van die Raad, en die van die ouditeursverslag daaroor moet daarna in die kantoor van die Raad ter insae lê. Die Raad moet gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag so gou moontlik, maar nie later nie as drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid stuur.

(vii) Ingeval hierdie Ooreenkoms verstryk weens die verloop van tyd of gestaak word weens 'n ander oorsaak, moet die Fonds, behoudens subklosule (iv) (d) (v) hiervan, nog deur die Raad geadministreer word totdat die Raad dit gelikwdeer of oorgedra het na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is, of totdat dit in 'n daaropvolgende ooreenkoms voortgesit word.

(viii) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bined is, mag die Registrateur 'n komitee wat uit werkgewers en werknemers in die Nywerheid bestaan op grondslag van gelyke verteenwoordiging vir albei partye aangestel en die administrasie van die Fonds moet dan deur dié komitee voortgesit word. 'n Vakature wat in die komitee ontstaan mag deur die Registrateur gevul word uit die gelede van die werkgewers of werknemers, na 'n gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemerveertegenwoordigers in die komitee te verseker. Ingeval dié komitee nie in staat is nie of onwillig is om sy pligte te vervul of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aangestel om die pligte van die komitee uit te voer, en dié trustee of trustees het vir dié doel al die bevoegdhede van die komitee.

As daar geen Raad by die verstryking van hierdie Ooreenkoms bestaan nie, moet die Fonds deur die komitee wat ingevolge subklosule funksioneer of deur die trustee of trustees, na 'n gelang van die geval, gelikwdeer word op die manier voorgeskryf in subklosule (ix) van hierdie klosule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwdeer en sy bates verdeel is, moet die saldo van die Fonds ooreenkomsdig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(ix) By die likwidiasie van die Fonds ingevolge subklosule (vii) van hierdie klosule, moet die geld wat nog in die kredit van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die algemene Fondse van die Raad gestort word.

14. VERSKAFFING VAN GEREEDSKAP

Die werkewer moet werksbanke, klampe, handskroewe, lymotte en alle kwaste verskaf.

Die werkewer moet die gereedskap van die meubelmakers in sy diens op sy koste verseker teen verlies of vernietiging deur brand of inbraak by die perseel.

In dié verband is elke meubelman verplig om, wanneer dit van hom vereis word, 'n inventaris te verstrek van die gereedskap in sy besit en moet hy voorts die indligting verstrek wat die versekeraars van tyd tot tyd ten opsigte van genoemde gereedskap mag vereis en verder sy gereedskap in 'n gereedskapskis toegesluit hou.

15. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaarde waarop vrystelling verleen word en die tydperk waarin dié vrystelling van krag is, bepaal: Met dien verstande dat die Raad, as hy dit goed dink, en nadat daar

entitled, on such sequestration or liquidation, to claim leave pay not exceeding $1\frac{1}{2}$ day's wages for each month of such period of employment not exceeding 12 months, as if such money constituted remuneration for the purposes of the said Act. The Council may claim such money on behalf of any employee for payment to him.

(v) The provisions of this clause shall not apply to casual labourers.

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

(a) all moneys received—

(i) in terms of subclause (iv) (d) (i) hereof and in terms of the provisions of paragraphs (3) and (6) of Appendix A;

(ii) from any other sources and;

(b) expenditure incurred under all headings during the twelve months ended 28 February preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

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

(vii) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created or continued in a subsequent Agreement; but subject to the provisions of subclause (iv) (d) (v) hereof.

(viii) In event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Registrar may appoint a Committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employee as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In event of such committee being unable or unwilling to discharge its duties or a deadlock arising theron which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the committee for such purpose.

If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclause (ix) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the General Funds of the Council.

(ix) Upon liquidation of the Fund in terms of subclause (vii) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be paid into the General Funds of the Council.

14. PROVISION OF TOOLS

Work benches, cramps, handscrews, gluepots and all brushes shall be provided by the employer.

The employer shall at his expence, insure against loss or destruction by fire or as result of burglary of the premises of the tools of the cabinetmakers in his employ. In this connection each cabinetmaker shall be obliged to submit when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools, and provided further that each employee keeps his tools locked in a toolbox.

15. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of the Agreement for any goods 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

een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleent is, 'n sertifikaat uitreik wat deur die Voorsitter en Sekretaris van die Raad onderteken is, en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
 - (c) die voorwaardes soos bepaal ooreenkomsdig subklousule (2) van dié klousule, waarop vrystelling verleent word;
 - (d) die tydperk waarvoor die vrystelling van krag sal wees; en
 - (e) die rede waarom vrystelling verleent word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleent word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

(5) Die Raad moet die betrokke werkgever en die betrokke werknemer minstens een week voor die verstryking van die vrystelling in kennis stel van die datum waarop die vrystellingsertifikaat wat uitgereik is, verstryk, en as genoemde werknemer daarna in die diens van dieselfde werkgever bly en geen verdere aansoek om vrystelling gedoen word nie, is die bepalings van die Ooreenkoms van toepassing.

(6) Die Raad moet ten opsigte van 'n werknemer wat in die hoedanigheid van 'n voorman of 'n toesighouer in diens geneem word, vrystelling van klousule 25 (1) van Deel I van die Ooreenkoms aan werkgewers verleent by ontvangs, van beide partye, van 'n skriftelike aansoek met daardie strekking.

16. BESTAANDE SERTIFIKATE

Ondanks die verstryking van 'n vorige ooreenkoms vir die Nywerheid, moet die Raad voortgaan om alle leerlingskap-sertifikate wat ingevolge dié vorige ooreenkoms uitgereik is, te administreer totdat die sertifikate weens verloop van tyd verstryk het of andersins deur die Raad ingetrek of gekanselleer is.

17. UITGAWES VAN DIE RAAD

(1) Ter bestryding van die uitgawes van die Raad moet elke werkgever die volgende aftrekings doen:—

- (a) Nege sent per week van die loon van elk van sy werknemers uitgesonderd leerlinge, vakleerlinge en los arbeiders) vir wie daar 'n loon van R12.60 per week of meer voorgeskryf is; en
- (b) twee sent per week van die loon van elk van sy werknemers uitgesonderd leerlinge, vakleerlinge en los arbeiders) vir wie daar 'n loon van R12.60 per week of meer voorgeskryf is; en

Met dien verstande dat in gevalle waar die totale weeklikse verdienste hoogstens R3.60 is, daar geen bedrae afgetrek word nie.

(2) By die aftrekings in subklousule (1) hierbo vermeld, moet die werkgever die volgende byvoeg:—

- (i) In die geval van die aftrekking in subklousule (1) (a) van hierdie klousule voorgeskryf, 'n bedrag wat daaraan gelyk staan; en
- (ii) in die geval van die aftrekking in subklousule (1) (b) van hierdie klousule voorgeskryf, dubbel dié bedrag; hierna moet die werkgever die totale bedrag wat aldus opgeloop het, maand na maand, en wel voor of op die 10de dag van elke maand, aan die Sekretaris van die Raad betaal, en moet hy terselfdertyd 'n uittreksel uit sy loonregister indien warop die name van sy werknemers, hul beroepe en die tye deur elk ten opsigte van die betaalde bedrag gewerk, vermeld word.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

(a) Volle naam (waar die onderneming 'n maatskappy of 'n vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrekk word);

(b) die adres waar die sakeonderneming gedryf word en die woonadres van die persone gemeld in subklousule (1) (a) van dié klousule;

notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

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

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

(5) The Council shall, at least one week prior to the expiry of the exception, notify the employer and the employee concerned of the date of the expiry of the exemption certificate granted, whereafter if the said employee remains in the employ of the same employer and no further application for exemption has been submitted, the provisions of the Agreement shall apply.

(6) The Council shall grant exemption from clause 25 (1) of Part I of the Agreement to employers in respect of any employee engaged in the capacity of a Foreman and/or Supervisor upon receipt of a written application to that effect by both parties.

16. EXISTING CERTIFICATES

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

17. EXPENSES OF THE COUNCIL

1. For the purpose of meeting the expenses of the Council each employer shall deduct—

(a) 9 cents per week from the wages of each of his employees (other than learners, apprentices and casual labourers) for whom a wage of R12.60 per week or more is prescribed; and

(b) 2 cents per week from the wages of each of his employees (other than learners, apprentices and casual labourers) for whom a wage of less than R12.60 per week is prescribed:

Provided that no deduction shall be made in cases where the total weekly earnings do not exceed R3.60.

(2) To the deductions referred to in subclause (1) above the employer shall add—

(i) in the case of the deduction prescribed in subclause (1) (a) of this clause, a like amount; and

(ii) in the case of the deduction prescribed in subclause (1) (b) of this clause, double such amount; whereafter the total amount so accumulated shall be paid by the employer month by month but not later than the 10th day of each month to the Secretary of the Council, submitting at the time of payment an extract from his wage register showing the names of his employees, their occupation and periods worked by each in respect of the amount paid.

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 operation by him forward to the Secretary of the Council the following particulars, which shall be in writing and signed by the employer:—

(a) Full name (where the business is a Company or Partnership, the full name of the responsible manager and/or Partners to be furnished).

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

- (c) die ambag of ambagte wat hy in die Nywerheid beoefen;
- (d) die name van sy werknemers en die beroep waarvoor hulle in diens is.

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

(3) Elke werkgever moet die Raad skriftelik in kennis stel van 'n verandering ten opsigte van alle besonderhede wat ingevolge subklousule (1) van hierdie klousule verstrek is en daar moet binne 14 dae vanaf so 'n verandering aldus **kennis gegee** word.

(4) Daarbenewens moet elke werkgever hom ooreenkomsdig artikel 59 van die Wet by die Afdelingsinspekteur van Arbeid laat registreer.

19. WERKENDE EIENAARS EN VENNOTE

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

20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(i) Elke werkgever moet 'n leesbare kopie van dié Ooreenkoms in albei amptelike tale in 'n opvallende plek waar sy werknemers geredelik toegang daartoe het, in sy bedryfsinrigting oppak en opgeplak hou.

(ii) Daarbenewens moet die werkgever alle ander kennisgewings ingevolge artikel 58 van die Wet vertoon.

21. DIE BYHOU VAN REGISTERS

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

22. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD EN KOMITEES VAN 'N NASIONALE AARD IN DIE NYWERHEID

Elke werkgever moet aan alle werknemers van hom wat verteenwoordigers in die Raad of in komitees van die meubelykerverenigings van 'n nasionale aard is, alle redelike faciliteite verleen om hul pligte na te kom in verband met vergaderings wat deur hierdie liggeme gehou word.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die Administrasie van die Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek en beslissings gee wat nie met die bepalings daarvan onbestaanbaar is nie.

24. AGENTE

(1) Die Raad moet een of meer gespesifiseerde persone as agente aanstel om behulpzaam te wees met die uitvoering van die bepalings van die Ooreenkoms.

Die agent het die reg om—

(a) alle persele of plekke waar die Meubelyweryheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarvan werkzaam is;

(b) elke werknemer wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goeddink, mondelings te ondervra in verband met sake wat op die Ooreenkoms betrekking het en om van so 'n werknemer te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat enige kennisgewing, boek, lys of dokument wat ingevolge die Ooreenkoms gehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak;

(d) te vereis dat alle betaalstate of boeke waarin daar boekhou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging by die Ooreenkoms vasgestel word, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

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

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

(4) Alle klages wat die partye tot die Raad rig vir ondersoek deur agente, moet deur tussenkoms van die Sekretaris van die Raad skriftelik ingediend word.

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

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

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

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

(4) Every employer shall in addition register with the Divisional Inspector of Labour in compliance with the provisions of section fifty-nine of the Act.

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 AND NOTICES

(i) Every employer shall affix and keep affixed in his establishment a legible copy of this Agreement, in both official languages and in a conspicuous place where it is readily accessible to his employees.

(ii) In addition the employer shall exhibit all other notices in compliance with the provisions of section fifty-eight of the Act.

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 inks.

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL AND COMMITTEES OF A NATIONAL CHARACTER IN THE INDUSTRY

Every employer shall grant to any of his employees who are representatives on the Council, or on Committees of Furniture Trade Unions of a national character, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

23. ADMINISTRATION OF AGREEMENT

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

24. AGENTS

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

The agent shall have the right to—

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

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

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

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

(4) All complaints by parties to the Council for investigation by agents, shall be lodged through the Secretary of the Council in writing.

25. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie, tensy dié werknemer lid is van enigeen van die vakverenigings, en geen lid van enigeen van die vakverenigings mag vir 'n werkewer wat nie lid van die werkgewersorganisasie is, werk nie; Met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer wat nie vir lidmaatskap van die vakverenigings in aanmerking kom nie, in diens mag neem: Voorts met dien verstande dat, algesien van die regte van 'n verontregte persoon soos bepaal in artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkewer of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is.

(2) Vir die toepassing van dié klousule beteken "lidmaatskap" lidmaatskap ooreenkomsdig die bepalings van die konstitusie van die vakvereniging of werkgewersorganisasie.

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

Beide die vakverenigings en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesit en geskors is. By ontvang van dié lys moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie mededeel dat sy/hul kaart en/of sertifikaat van lidmaatskap nie meer vir die toepassing van dié klousule geldig is nie.

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

(5) Wanneer meer as een werknemer wat lede van een van die vakverenigings is, bedank uit die diens van 'n werkewer wat 'n party by die Ooreenkoms is en die werkewer skriftelik aan die Raad rapporteer dat die redes vir die bedankings, na sy mening, nie uitsluitlik iets van 'n persoonlike aard vir die werknemers is nie, moet die vakverenigings poog om bevredigende plaasvervangende arbeid te verskaf, en as die vakverenigings of die Departement van Arbeid nie in staat is om bevredigende plaasvervangende arbeid deur middel van persone wat lede van die vakverenigings is, te verskaf nie, is klousule 25 (1) nie van toepassing nie op sy indiensneming van werknemers om die werknemers wat aldus bedank het, te vervang: Met dien verstande dat genoemde werkewer binne een week vanaf die datum waarop hy 'n nie-lid van enigeen van die vakverenigings ooreenkomsdig dié bepalings in diens geneem het, die naam en adres van dié werknemer aan die Raad moet verstrek.

(6) Besoldigde beampies van die vakverenigings moet eers die toestemming van die werkewers verkry, voordat hulle vakverenigingswerksaamhede in die bedryfsinrigtings van sodanige werkewers onderneem.

26. ABSENTEISME

Behoudens klousule 7 van dié deel van die Ooreenkoms, mag geen werknemer gedurende die tye waarop die bedryfsinrigting oop is, sonder die uitdruklike toestemming van sy werkewer van sy werk wegblie nie, behalwe weens siekte en/of beserings of weens oorsake buiten die beheer van die werknemer. 'n Werknemer wat versu om hom vir werk aan te meld, moet sy werkewer binne 24 uur op die vinnigste manier moontlik daarvan in kennis stel.

27. LONE

Behoudens klousules 9, 10, 13, 16, 17 en 31 van dié deel van die Ooreenkoms, mag geen lone wat laer is as dié voorgeskryf in Dele II en III van die Ooreenkoms, deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie.

28. VERBOD OP DIE INDIENSNEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN SESTIEN JAAR

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

29. LEERLINGE

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

(2) Daar moet by die Raad aansoek gedoen word om as 'n leerling te werk in die vorm wat die Raad vir dié doel voorskryf en die aansoek moet vergesel gaan van 'n geboortesertifikaat of 'n ander aanvaarbare dokumentêre bewys van ouderdom.

25. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall employ an employee unless such employee is a member of any of the Trade Unions and no member of any of the Trade Unions shall work for an employer who is not a member of the Employers' Organisation; provided that a member of the Employers' Organisation may employ any employee who is not eligible for membership of the Trade Unions; provided further 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 membership in terms of the Constitution 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 organisations concerned.

Both Trade Unions and Employers' Organisations shall supply the Council with a list of all resignations, expulsions and suspension 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) The provision 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 Unions concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(5) Whenever more than one employee, being members of any of the Trade Unions resign from the service of an employer who is a party to the Agreement and the employer reports in writing to the Council that in his opinion the reasons for the resignations are not solely of a character personal to the employees, the Trade Unions shall endeavour to provide satisfactory substitute labour and if it or the Department of Labour is unable to supply satisfactory substitute labour by way of persons who are members of the Trade Unions, clause 25 (1) shall not apply in regard to his engagement of employees to replace such employees who have so resigned, provided that within one week of engaging any non-member of any of the Trade Unions in terms hereof the said employer shall notify the name and address of such employee to the Council.

(6) Paid officials of the Trade Unions shall require the prior permission of employers before engaging on any Trade Union activities in the establishment of such employers.

26. ABSENTEEISM

Subject to the provisions of clause 7 of this part of the Agreement no employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall within 24 hours of his failure to report for work cause his employer to be notified thereof in the most expeditious manner available.

27. WAGES

Subject to the provisions of clauses 9, 10, 13, 16, 17 and 31 of this part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Parts II and III of this Agreement.

28. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS

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

29. LEANERS

(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 form prescribed by it for this purpose, and shall be accompanied by a birth certificate or other acceptable documentary proof of age.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgever en die tydperk waarin die toestemming van krag is, gemeld word: Met dien verstande dat die Raad, as hy dit goed dink en as die bepalings van subklousule (7) van dié klousule nie meer van toepassing is nie en nadat daar een week vooraf skriftelik kennis aan die werkgever en die werknemer gegee is, 'n sertifikaat wat kragtens die bepalings van dié klousule uitgereik is, kan intrek, afgesien daarvan of die tydperk waarvoor toestemming verleent is verstryk het of nie.

(4) 'n Kopie van elke sertifikaat wat kragtens subklousule (3) van dié klousule uitgereik is, moet aan die werkgever verstrek word, wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

(5) Ten einde die minimum loon wat aan 'n leerling betaalbaar is, vas te stel, kan vorige ondervinding van soortgelyke werk in enige nywerheid na gevindie van die Raad in aanmerking geneem word, en die loon moet gespesifieer word in die sertifikaat wat die Raad ooreenkomsdig die bepalings van subklousule (1) uitreik.

(6) (i) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as drie maande dieselfde werkzaamheid verrig nie sonder dat die Raad vooraf goedkeuring daartoe verleent het.

(ii) Die werkzaamhede ten opsigte waarvan leerlingskappe in naaiers- of naaierswerk toegestaan word, is—

glipsteekwerk, die naai en/of aanmekaarwerk van oortreksels, klappe, kussings, koorde, gordynvalle of gordyne, maar uitgesonderd die sny van oortreksels

(7) (i) Die Raad kan op aansoek magtiging verleent vir die indiensneming van leerlinge in naaiers- of naaierswerk in 'n getalsverhouding van een leerling tot elke drie gekwalifiseerde werknemers wat as naaiers of naaiers in diens is.

(ii) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasilitete verskaf word nie, of wanneer hy 'n ander grondige rede het, enige sertifikaat wat ooreenkomsdig dié klousule uitgereik is, in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

(iii) Die bepalings van subklousule (7) (1) is nie van toepassing op bedryfsinrigtings wat nie vir 'n aaneenlopende tydperk van 12 maande bestaan het nie, of ten opsigte waarvan die Raad grond het om te vermoed dat dit nie toereikende fasilitete vir die opleiding van leerlinge het nie.

(8) Die leertyd vir naaiers-/naaierswerk is twee jaar.

(9) As 'n leerling werktyd gedurende die tydperk van sy leerlingskap verloor, word daar van hom vereis om die totaal van dié verlore werktyd aan die einde van sy tydperk van leerlingskap in te haal: Met dien verstande dat daar nie van hom vereis mag word nie om verlore werktyd in te haal wat deur siekte en/of 'n ongeluk en/of 'n oorsaak buite sy beheer meegebring is en wat nie meer as altesaam 24 werkdae beloop nie, en/of wat deur militêre opleiding meegebring is.

30. POUSES IN DIE VOORMIDDAG EN DIE NAMIDDAG

Daar moet elke dag aan elke werknemer 'n pose van tien minute beide in die voormiddag en in die namiddag toegestaan word wat as tyd gewerk, gereken moet word.

31. LEDEGELD VIR VAKVERENIGINGS

Elk werkgever moet van die lone van al sy werknemers wat lede van die vakverenigings is, die bydraes aftrek wat aan dié vakverenigings betaalbaar is ooreenkomsdig die konstitusie van die betrokke vakvereniging. Die bedrae aldus afgetrek, moet voor of op die twaalfde dag van die maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is, aan die Raad gestuur word.

Vir die toepassing van hierdie klousule moet die vakverenigings elke werkgever meeедel hoe groot die bydrae is wat van tyd tot tyd ooreenkomsdig die konstitusies van die vakverenigings afgetrek moet word.

32. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

'n Werknemer wat gedurende 'n bepaalde dag werk moet doen waarvoor 'n ander loon voorgeskryf word, moet vir al die ure op dié dag gewerk, die hoér of hoogste loon wat vir dié werk voorgeskryf is, ontvang.

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

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

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

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

(ii) The operations in respect of which learnerships in seamstresses' or seamstresses' work shall be granted are—

slip-stitching, sewing and/or joining covers, flies, cushions, cords, pelmets, or curtains, but shall exclude the cutting of covers.

(7) (i) The Council may on application authorise the employment of learners in seamstresses' or seamstresses' work, in a ratio, of one learner to each of three qualified employees engaged as seamstresses or seamstresses.

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

(iii) The provisions of subclause (7) (i) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has reason to believe have inadequate facilities for training any learners.

(8) The period of learnership in seamstresses'/seamstresses' work shall be two years.

(9) If a learner loses working time during his learnership period he shall be required to work in the aggregate of such lost working time at the end of his learnership period; provided that he shall not be required to work in any lost working time which was occasioned by sickness and/or accident and/or any cause beyond his control not exceeding in the aggregate 24 working days, and/or military training.

30. 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.

31. SUBSCRIPTIONS TO TRADE UNIONS

Each employer shall deduct from the wages of those of his employees who are members of the trade unions, the contributions payable to such trade unions in terms of the constitution of the trade unions concerned. Such deductions must be forwarded to the Council not later than the twelfth day of the month following that in respect of which the deductions were made.

For the purpose of this clause the trade unions shall advise each employer of the amount of the contribution which is to be deducted from time to time in terms of the Constitutions of the Trade Unions.

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

33. LOONKORTING

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

(2) Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, mag daar van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkewer of op 'n plek deur sy werkewer aangewys, te losse of in te woon of om van sy werkewer goedere te koop of eiendom te huur nie.

34. DIENSBEEINDIGING

(a) Die werkewer of die werknemer moet een uur vooraf kennis gee van die beeindiging van 'n dienskontrak: Met dien verstande dat die reg van 'n werkewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beeindig, nie hierdeur geraak word nie.

(b) Ondanks die bepalings van subklousule (a) van dié klousule, mag 'n werkewer en 'n werknemer skriftelik ooreenkome om vir 'n langer tydperk as een uur kennis te gee, en versium om aan so 'n reëling te voldoen, is 'n oortreding van die klousule.

(c) 'n Werkewer of 'n werknemer mag 'n dienskontrak sonder kennisgewing beeindig deur, in plaas- van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir dié langer tydperk waaraar die werkewer en sy werknemer ooreenkomsdig subklousule (b) van hierdie klousule ooreengekom het, aan die werknemer te betaal of aan die werkewer te betaal of te verbeur, na gelang van die geval.

(d) Die kennisgewing gemeld in subklousules (a) en (b) hiervan, mag nie met jaarlike verlof, militêre opleiding of met 'n tydperk van afwesigheid weens siekte van hoogstens ses weke in 'n bepaalde jaar, saamval nie.

35. VERBODE INDIENSNEMING

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

36. GRONDSLAG VAN BETALING

Ondanks andersluidende bepalings in dié Ooreenkoms, moet daar vir alle werk wat gedoen is, betaal word teen minstens die loonskaal voorgeskryf vir die werksaamheid of werksaamhede wat verrig is, en mag die betaling nie op die tegniese bedrewenheid of die kwalifikasies van die betrokke werknemer gegronde word nie.

37. UURLOON

Vir alle werk deur werknemers verrig, moet daar 'n uurloon betaal word. Die uurloon word bepaal deur die werklike weekloon deur 44 te deel.

38. ULTRA VIRES

Indien 'n bepaling van dié Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, word die ander bepalings van die Ooreenkoms geag die Ooreenkoms uit te maak en bly dit van krag vir die onverstreke termyn van hierdie Ooreenkoms.

AANHANGSEL A

VOORWAARDES WAT INGEVOLGE KLOUSULE 13 (iv) (c) VAN DEEL I VAN DIE OOREENKOMS OP DIE VAKANSIEFONDSBONUS VAN TOEPASSING IS

(1) Die feit dat 'n werkewer 'n waarborg aan die Raad gegee het, stel die werkewer hoegenaamd nie vry nie van sy aanspreeklikheid teenoor sy werknemers vir die betaling van die vakansiefondsbonuse soos bereken ooreenkomsdig die bepalings van klousule 13 van Deel I van die Ooreenkoms.

(2) Die werkewer moet jaarliks vooruit reëlings tref vir 'n waarborg wat vir die Raad aanneemlik is en wat sy totale aanspreeklikheid teenoor sy werknemers ingevolge die bepalings van klousule 13 van Deel I van die Ooreenkoms vir 'n volle jaar dek, en dié waarborg moet van krag wees vir 'n tydperk van drie maande na die vervaldatum vir betaling aan die betrokke werknemers.

33. ABATEMENT OF WAGES

(1) No employee shall, while in the employ of an employer give to, and no such employer shall receive from such employee 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) Subject to the provisions of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, 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.

34. TERMINATION OF EMPLOYMENT

(a) 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.

(b) Notwithstanding the provisions of subclause (a) 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.

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

(d) The notice referred to in subclauses (a) and (b) hereof shall not run concurrently with any period of annual leave, military training or to the extent of six weeks' absence due to illness in any one year.

35. PROHIBITED EMPLOYMENT

Subject to the provisions of section eighty-three of the Act and notwithstanding anything to the contrary in this Agreement, 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 conditions which he would have had to pay or observe, had such engagement or employment not been prohibited.

36. BASIS OF PAYMENT

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

37. HOURLY RATE

All work performed by employees shall be paid for at an hourly rate. The hourly rate to be determined by dividing the actual weekly wage by 44.

38. ULTRA VIRES

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

APPENDIX A

TERMS AND CONDITIONS APPLICABLE TO HOLIDAY FUND BONUS IN TERMS OF CLAUSE 13 (iv) (c) OF PART I OF THIS AGREEMENT

(1) The fact that an employer has furnished a guarantee to the Council shall in no way exempt such employer from his liability towards his employees for payment of holiday bonuses calculated in accordance with the provisions of clause 13, Part I, of this Agreement.

(2) The employer shall arrange a guarantee acceptable to the Council in an amount covering his total liability towards his employees under the provisions of clause 13 of Part I of this Agreement for a full year, annually in advance, and such guarantee to be effective for a period of three months after the due date for payment to the employees concerned.

(3) Die werkgever moet voor of op die 10de dag van die daaropvolgende maand 'n opgawe instuur van alle werknemers wie se dienste gedurende die vorige maand beëindig is, van die totale verdienste van dié werknemers vanaf die eerste werkdag na die eerste betaaldag in die vorige November tot en met dié datum waarop die dienste van dié werknemers by die werkgever beëindig is.

Die werkgever moet saam met die opgawe 'n bedrag gelyk aan 7 persent van die totale besoldiging wat in die opgawe aangetoon word, aan die Sekretaris van die Raad vir die Sentrale Vakansiefonds van Transvalse Meubelwerkers stuur, en die bedrag moet ooreenkomsklousule 13 (iv) (d) (i) tot (v) van Deel I van die Ooreenkoms verantwoord word.

(4) Die werkgever moet die Raad binne 14 dae na die laaste betaaldag in Oktober elke jaar voorsien van 'n lys met die name van alle werknemers wat ingevolge klosule 13 (iv) (a) (i) deur die werkgever betaal moet word, tesame met dié ander inligting wat in die opskrif van die pro forma-lys hieronder voorkom, naamlik—

(1) Indeks-nommer	(2) Volle name	(3) Beroep	(4) Totale verdienste	(5) Vakansiebonus verskuldig
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(5) Die werkgever moet die vakansiebonuse tussen 7 en 20 Desember elke jaar betaal op dieselfde manier as dié waarvoor in klosule 13 (iv) (d) (iii) van Deel I van die Ooreenkoms voorsiening maak: Met dien verstande dat waar 'n inrigting voor 20 Desember sluit, die bonus tussen die 7de en die sluitingsdatum betaal moet word.

(6) Die werkgever moet voor of op 23 Desember elke jaar 'n lys met die name van die werknemers wat nie betaal is nie en die bedrae wat aan hulle verskuldig is, saam met 'n geldsending vir die totale bedrag aan die werknemer verskuldig, aan die Sentrale Vakansiefonds van Transvalse Meubelwerkers stuur.

(7) Werkgewers wat aan die bepalings van klosule 13 (iv) (c) van Deel I voldoen, word toegelaat om opgawes ten opsigte van bydraes vir Raadsheffings in 'n verkorte vorm in te stuur soos hieronder aangedui:

Bydraes vir Raadsheffings vir die maand 19			
Week geëindig	Getal teen 18c	Getal teen 6c	Totale bydraes
(1)			
(2)			
(3)			
(4)			
(5)			
Totale bydraes..... R			
Tjek ingesluit vir..... R			

AANHANGSEL B

KENNISGEWING VEREIS INGEVOLGE ARTIKEL 7 (4) VAN DEEL I VAN DIE OOREENKOMS

Dag	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.	
Saterdae.....	.....vm. tot .....nm.	.....nm. tot .....nm.	
Voormiddagtee-pouse.....	.....vm. tot .....vm. .....nm. tot .....nm.		
Namiddagtee-pouse.			

DEEL II

MINIMUM LONE

Onderstaande is die minimum lone voorgeskryf vir die onderskeie klasse werk hieronder: Met dien verstande dat ten tyde van die verhoging van die minimum voorgeskrewe loon vir elke afsonderlike klas werk, elke werknemer wat dié werk verrig, afgesien daarvan of hy 'n hoër loon as die minimum voorgeskrewe loon ontvang, vanaf dié datum 'n inkrement betaal moet word wat gelyk is aan die bedrag waarmee die minimum voorgeskrewe loon verhoog word.

(3) The employer shall submit a return, on or before the 10th day of the following month of all employees whose services were terminated during the previous month, of the total earnings of such employees from the first working day after the first payday in the previous November up to and including the date of termination of such employee's employment with the employer.

Together with the return the employer shall remit an amount equal to 7 per cent of such total remuneration reflected in the return to the Secretary of the Council for the Transvaal Furniture Workers' Central Holiday Fund and to be accounted for in terms of the provisions of clause 13 (iv) (d) (i) to (v) of Part I of this Agreement.

(4) The employer shall furnish the Council within 14 days after the last payday in October of each year, with a schedule showing the names of all employees to be paid by the employer in terms of clause 13 (iv) (a) (i), together with such other information as appears in the headings of the *pro forma* Schedule below, viz.—

(1) Index No.	(2) Full names	(3) Occu- pation	(4) Total earnings	(5) Holiday bonus due
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(5) Payment of the holiday bonuses shall be made by the employer between the 7th and the 20th December of each year in the same manner as that provided for in clause (13) (iv) (d) (iii) of Part I of this Agreement, provided that where an establishment closes before the 20th of December, payment shall be made between the 7th and such date of closure.

(6) On or before the 23rd December of each year, the employer shall submit a schedule showing the names of the employees not paid and the amounts due to them, together with a remittance of the total amount due to such employees to the Transvaal Furniture Workers' Central Holiday Fund.

(7) Employers who comply with the provisions of clause 13 (iv) (c) of Part I are permitted to render returns in respect of Council Levy Contributions in a summarised form as indicated hereunder:—

Council Levy Contributions for the month of 19

Week ending	No. at 18c	No. at 6c	Total contributions
(1)			
(2)			
(3)			
(4)			
(5)			
Total contributions..... R			
Cheque enclosed for..... R			

APPENDIX B

NOTICE REQUIRED UNDER CLAUSE 7 (4) OF PART I OF THIS 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 tea-break.....	.....a.m. to .....a.m.		
Afternoon tea-break.....		.....p.m. to .....p.m.	

PART II

MINIMUM WAGES

The following shall be the minimum wages prescribed for the respective classes of work enumerated hereunder: Provided that at the time of increase of the minimum prescribed wage for each respective class of work every employee performing such work shall, irrespective of being in receipt of a wage rate in excess of the minimum prescribed rate, be paid an increment from such date equivalent to the amount by which the minimum prescribed rate is increased.

A. MEUBELMAKERY

	Vir die tydperk eindigende 18/1/71 R	Vir die tydperk eindigende 18/1/72 R	Vir die tydperk eindigende 18/1/73 R
(i) Gemaakte dele en/of stukke en/of seksies hout en/of komposisiebord en/of meubels aanmekaar las en/of aanmekaar heg in die vervaardigingsproses van 'n verder gemaakte samestellende deel van 'n meubelstuk en/of 'n meubelstuk in sy geheel.....			
(ii) 'n Raamkamp en/of geraamtekamp en/of draaikamp en/of stoelkamp en/of hand-kamp stel en/of daarmeer werk en/of werk daarmee doen (en die woord "kamp" omvat ook 'n "klamp").....			
(iii) Skaafwerk verrig.....			
(iv) Beitelwerk verrig.....			
(v) Dele van meubels volgens 'n bepaalde hoek rig.....			
(vi) Skraapwerk verrig.....			
(vii) Rasperwerk verrig.....			
(viii) Vylwerk verrig.....			
(ix) Speeksaafwerk verrig.....	35.80	37.55	39.30
(x) Spykers en/of paneelspykers inslaan en/of inp ons, uitgesonderd soos in subklousule (xviii) hiervan bepaal.....			
(xi) Dele van meubels monteer.....			
(xii) Saagwerk.....			
(xiii) Houtproppe en/of houtsplinters invoeg.....			
(xiv) Glas in rame vassit.....			
(xv) Slegs los toebehorens vasbout [kyk subklousule (xxi) hiervan].....			
(xvi) Meetwerk.....			
(xvii) Versiersels en/of los toebehorens vassit, uitgesonderd soos in subklousule (xxxiii) en (xxxiv), (xxxv) en (xxxvi) van hierdie klousule bepaal.....			
(xviii) Los uitstekende spykers, penne en/of kramme wegpons, mits dit slegs gedoen word deur persone wat met die hand skuurwerk verrig, wat sodanige items wat nie gepons is nie, gedurende die skuurproses in die skuurafdeling vind.....			
(xix) Tappenne maak en/of spits maak.....			
(xx) Soliede timmerhout buig.....	12.00	12.80	13.72
(xxi) Alle boutwerk, uitgesonderd die vasbout van los toebehorens [kyk klousule (xvi) hiervan]			
(xxii) Sokke vir rolwieljetjes aanbring.....			
(xxiii) Rolwieljetjes en/of koepels en/of katestyle aanbring.....			
(xxiv) Proppe inslaan in gate wat vooraf geboor is, om penbevestigingswerk te bedek.....			
(xxv) Hoekblokke inslaan in stoele van slegs die tipe wat bekend staan as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" en "Super": Met dien verstande dat sodanige hoekblokke nie vasgespyker, vasgepen of vasgeskroef word nie.....			
(xxvi) Soliede timmerhout in 'n sagmaakkmiddel indompel.....			
(xxvii) Lym meng en/of weeg en/of berei.....			
(xxviii) Tappenne inslaan.....			
(xxix) Lym en/of lymverhardingsmiddels aanbring, maar spesifiek met uitsondering van die aanmekaarlym van dele van meubels.....			
(xxx) Skroewe insit in gate wat vooraf geboor is, ter voorbereiding vir skroefwerk.....			
(xxxi) Kartelkramme invoeg in die raammonteringsproses.....			
(xxxii) Help met die aanmekaarsit of montering van dele van meubels wat vasgekamp of vasgeklamp moet word: Met dien verstande dat die getalsverhouding van sodanige assistente tot werknemers wat in ontvangs is van die loon wat in subklousule (ii) van hierdie klousule voorgeskryf word en wat kramp- of klampwerk doen, hoogstens 2 tot 1 mag wees en dat sodanige assistente nie in die afwesigheid van voornoemde werknemer wat in ontvangs is van die loon wat in subklousule (ii) van hierdie klousule voorgeskryf word, geag word assistente te wees nie: Voorts met dien verstande dat die assistente nie toegelaat mag word om gate te boor nie.....	10.40	11.25	12.15
(xxxiii) Glas in vooraf gemaakte groewe laat sak, maar dit nie op enige wyse vassit of aanheg nie..			
(xxxiv) Slegs met die hand selfleg- en/of kleefstroke vassit ten einde bordkante te bedek, maar nie kraallyswerk vassit wat slegs vir versiering bedoel is nie.....			
(xxxv) Moerbedekkings vassit.....			
(xxxvi) Slegs met boute handvatsels in vooraf geboorde gate vassit.....			
(xxxvii) Pootjies en/of pote vasbout aan monterings met skroefdraad wat vooraf vasgesit is.....			
(xxxviii) Skroefboute in pootjies of pote insit, maar nie die skroefplaat en/of hegstuk in posisie vassit nie [kyk subklousule (xvii) van hierdie klousule].....			
B. MEUBELMASJINWERK			
(i) Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig.....			
(a) Skaafmasjien, met inbegrip van reiskaafmasjien.....			
(b) Meer tromskuurmasjien.....			
(c) Tapsnyemasjien.....			
(d) Spilprofileermasjien en/of sterarmskaafmasjien.....	35.80	37.55	39.30
(e) Verdiepemasjien.....			
(f) Enige houtdraai- en/of kopieermasjien.....			
(g) Swaelstertmasjien.....			
(h) Saagmasjien van enige soort, met inbegrip van uitsnysaag.....			
(i) Sneewerkmasjien.....			
(j) Skaaf-lysmasjien met vier of vyf beitel.....			
(ii) Enige van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:			
(a) Tapgatmasjien.....			
(b) Boormasjien.....			
(c) Skarnieruitholmasjien wanneer gebruik om holtes vir slotte en/of skarniere uit te sny.....	21.90	23.20	24.52
(d) Tapinvoegmasjien.....			
(e) Enkeltromskuurmasjien.....			
(f) Tolskuurmasjien.....			
(g) Bandskuurmasjien.....			
(h) Skyfskuurmasjien.....			
(i) Draagbare skuurmasjiene, uitgesonderd dié gespesifieer in subklousule (iii) hiervan			

	Vir die tydperk eindigende 18/1/71 R	Vir die tydperk eindigende 18/1/72 R	Vir die tydperk eindigende 18/1/73 R
(iii) Enige tipe draaiskuurmasjien en/of wederkerige trilskuurmasjien met 'n skuuropervlakte van hoogstens 50 vk. dm. stel en/of bedien.....	12.00	12.80	13.72
(iv) 'n Houtskroefdraadsnymasjien en/of 'n houtbinneskroefdraadsnymasjien stel en/of bedien.....			
(v) (a) Tappersmasjiene— (b) Tapplatdrukmasjiene— stel en/of bedien en/of werk daarmee verrig.....	10.40	11.25	12.15
(vi) Skuurpapierbande maak en/of aanmekaar heg vir bandskuurmasjiene.....			
(vii) Skuurpapierskywe maak en/of aanheg.....			
(viii) Skuurpapier sny vir skuurmasjiene.....			
(ix) Skuurpapier aanbring op tolle van toiskuurmasjiene en/of fynskuurmasjiene..... (Die loon wat betaal moet word, word bepaal volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjiene wat gebruik word nie. Die aard van die werk wat verrig word op 'n masjiene terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjiene.)			
C. SAAGHERSTELWERK, INSTANDHOUING EN HERSTEL VAN MASJIENE			
(i) Foute opspoor in masjiene wat gebruik word in of in verband met 'n bedryfsinrigting en sodanige masjiene opknap, in stand hou en/of herstel, of toesig hou oor een van of al hierdie werkzaamhede.....			
(ii) Saaglemme set en/of skerpmaak en/of uithol.....	35.80	37.55	39.30
(iii) Los tande aan saaglemme heg.....			
(iv) Snylemme en/of messe en/of bore skerp maak.....			
(v) Sweiswerk en/of sveissoldeerwerk verrig (uitgesondert puntsweiswerk).			
(vi) 'n Skerpmaakmasjiene stel en/of bedien.....	19.00	20.25	21.60
(vii) Puntsweiswerk verrig.....	10.40	11.25	12.15
(viii) Masjinerie ghries en/of olie.....			
D. AF- EN UITMERKWERK			
(i) Opstelling van plan vir die vervaardiging van meubels deur middel van stawe en/of bord en/of latte en/of strooklatte en/of stroke.....	35.80	37.55	39.30
(ii) Merkwerk, uitgesondert dié gespesifieer in subklousule (iii) en (iv) hiervan.....	21.90	23.20	24.52
(iii) Merkwerk vir boormasjiene alleenlik deur middel van tandsetmaat.....	10.40	11.25	12.15
(iv) Afmerkwerk deur middel van patronne.....			
E. POLEERWERK			
(i) 'n Oppervlak poleer.....			
(ii) 'n Oppervlak afwerk.....			
(iii) Die draad van hout verseël.....			
(iv) Skellakoplossing aanbring.....			
(v) Verfwerk, uitgesondert soos gespesifieer in subklousule (xxiii) hiervan.....			
(vi) Selluloseverfwerk verrig.....			
(vii) Verniswerk verrig.....			
(viii) Lakverniswerk verrig.....			
(ix) Emaljewerk verrig.....	35.80	37.55	39.30
(x) Met behulp van meganiese toestel beits.....			
(xi) Deur middel van 'n meganiese toestel olie.....			
(xii) Kleure laat pas en/of opknap.....			
(xiii) Kleurstowwe meng.....			
(xiv) Veroudering.....			
(xv) Vlamskilderwerk volgens enige metode verrig.....			
(xvi) Op enige ontwerp verf.....			
(xvii) 'n Ontwerp produseer deur middel van 'n oordruk.....			
(xviii) 'n Ontwerp produseer deur middel van 'n patroon.....			
(xix) Vernuwing deur middel van 'n masjiene en/of meganiese toestel en met 'n ander stof as 'n skuurpasta en/of skuurvloeistof.....			
(xx) Met 'n skuurpasta en/of skuurvloeistof vryf deur middel van 'n masjiene en/of meganiese toestel.....	21.90	23.20	24.52
(xxi) 'n Skuurpasta en/of -vloeistof net met die hand invryf met die uitdruklike uitsluiting van die gebruik van 'n masjiene en/of meganiese toestel.....			
(xxii) Net met die hand vernuwe.....			
(xxiii) Die rande van lamelbord en/of laaghout verf en/of vul.....			
(xxiv) Deure en/of los toebehorens van meubelstukke verwijder.....			
(xxv) Gate en/of krate vul met ander stowwe as proppe en/of splinters.....	12.00	12.80	13.72
(xxvi) Was aansit, bleik, beits en/of olie met die hand.....			
(xxvii) Vlok wol op kleefoppervlaktes versprei en/of kleefstof vir vlok wol met die hand aansit.....			
(xxviii) Metaalspuitverwerk.....			
(xxix) In emalje en/of verf doop.....			
(xxx) Gepoleerde oppervlakte stroop.....			
(xxxi) Oplossings deursyg.....			
(xxxii) Spuitapparaat skoonmaak.....			
(xxxiii) Gepoleerde en/of afgewerkte oppervlakte was.....	10.40	11.25	12.15
(xxxiv) Kleuterversies en/of kleutertekenings slegs op meubels oordruk.....			

			Vir die tydperk eindigende 18/1/71 R	Vir die tydperk eindigende 18/1/72 R	Vir die tydperk eindigende 18/1/73 R
	F. STOFFEERWERK				
(i)	'n Fondament vir kronkelvere maak en/of vasmaak met enige ander materiaal as hout-en/of metaallatte.....				
(ii)	Vere en/of veerenhede aan fondamente vasmaak.....				
(iii)	Vere in posisie vasmaak.....				
(iv)	Sitplekke en/of rugleunings en/of armleunings van meubels met vulsel opstop.....				
(v)	Groewe vul.....				
(vi)	Materiaal sny vir enige soort oortreksels behalwe dié waarvoor in subklousule (xxxvi) van hierdie klousule voorsiening gemaak word.....				
(vii)	Oortreksels van enige soort vasryg.....	35.80	37.55	39.30	
(viii)	Omboordel vasryg.....				
(ix)	Vulsel in posisie plaas en/of vasmaak.....				
(x)	Knope en/of halsknope aanwerk, uitgesonderd soos in subklousule (viii) en (ix) van klousule K van hierdie deel bepaal.....				
(xi)	Gimp en/of fraaiings vasmaak, behalwe soos in klousule K(vii) van hierdie deel bepaal.....				
(xii)	Fondamente vir kronkelvere en/of veerenhede maak en/of vasmaak met hout- en/of metaallatte.....				
(xiii)	Kussingslope vul met veerbinnewerk en/of veerenhede.....				
(xiv)	Kussingvulmasjien bedien en/of laai met vulsel en/of skuimrubber en/of dergelike stowwe.....	22.35	23.75	25.00	
(xv)	Binnelope van kussings vul vir kussings met binneveerwerk.....				
(xvi)	Deurknoopwerk.....				
(xvii)	Kussinkies vasmaak aan los veerenhede, uitgesonderd veerkussingeenhede.....				
(xviii)	Heliesevere en/of kettings en/of hoepelyster vasmaak met die uitsluitlike doel om dit te gebruik as 'n stut vir 'n los kussing.....				
(xix)	Rubberstroke vasmaak met die uitsluitlike doel om dit te gebruik as 'n stut vir los kussings.....				
(xx)	Die vasmaak van—				
(a)	heliese vere en/of kettings en/of sigsagvere of nie-sakkende vere aan rame vir stoffeerkwerk.....	12.00	12.80	13.72	
(b)	hoepelyster en/of touweefsel en/of plaasvervanging materiaal vir touweefsel aan los stiplekke en/of rugleunings van eetkamerstoel, en/of die aanhaak van—				
(c)	veerkante van vere van die sigsag- en/of nie-sakkende tipe aan rame vir stoffeerkwerk, met inbegrip van die aanhegting van enige samstellende deel, maar uitgesonderd die vasryg en/of vasmaak van goingsak en/of sisal en/of plaasvervanging materiaal vir goingsak of sisal.....				
	(Waar kronkelvere gebruik word tesame met vere van die nie-sakkende en/of sigsagtype, is die loon R28.50)				
(xxi)	Laaghout aan los sitplekke vasspyker en/of met hegspykers vasslaan vir stoffeerkwerk.....				
(xxii)	Sisal- en/of klapperhaarkussinkies vasmaak aan slegs veerkussingeenhede.....				
(xxiii)	Platvorms sny vir die bedekking van heliese vere.....				
(xxiv)	'n Uitpluismasjien en/of baaloopmaker en/of baalbreekmasjien bedien en/of werk daar mee doen.....				
(xxv)	Kussingoortreksels opstop met vulsel, uitgesonderd veerbinnekante.....				
(xxvi)	Vulmateriaal in touvorm afrol.....				
(xxvii)	Knope en/of kwassies maak.....				
(xxviii)	Die stofseider help deur oortreksel vas te hou.....				
(xxix)	Bandversier- en/of kraallyswerk maak.....				
(xxx)	Klaar gesnyde materiaal sorteer nadat dit op groot maat uitgesny is.....				
(xxxi)	Voltoode kussings vir alewering reguleer en/of voorberei.....				
(xxxii)	Skuimrubber en/of dergelike stowwe volgens grootte of vorm sny.....				
(xxxiii)	Rubberstroke sny.....	10.40	11.25	12.15	
(xxxiv)	Skuimrubber en/of dergelike stowwe aanmekaa laas.....				
(xxxv)	Stroke tekstiel- en/of sinteties stof aan skuimrubber en/of dergelike stowwe vasheg, dog uitdruklik uitgesonderd die vasheg daaraan van oortrekmaterial.....				
(xxxvi)	Met die hand rolle stoffermateriale by die massa en van alle soorte van selfkant tot selfkant opbrek en/of opsnij, maar uitdruklik sonder om dit volgens grootte, vorm of patroon gereed vir stoffering te sny.....				
(xxxvii)	Karton in stofferafdelings slegs met die hand en/of 'n guillotine sny.....				
(xxxviii)	Skuimmalmasjien bedien.....				
	Vir die toepassing van hierdie klousule beteken 'n veerenheid 'n onafhanklike montering van kronkelvere of aaneenlopende vere wat so inmekaa gevleg, aan mekaar geheg of so gemaak is dat dit 'n veerfondament en/of veerbinnekant uitmaak vir gebruik in 'n binneveerkussing, binneveer-sitplek en/of binneveertsittoestel.				
	G. FINEERWERK				
(i)	Fineerhout sny.....				
(ii)	Fineerwerk met die hand, uitgesonderd kantfineerwerk soos in subklousule (xv) van hierdie klousule bepaal.....	35.80	37.55	39.30	
(iii)	Fineerhout laat pas.....				
(iv)	Fineerlaswerk verrig.....				
(v)	Maak en/of invoeging van inlegsels.....				
(vi)	Fineerhout met band vasmaak.....				
(vii)	Fineerhout en/of laaghout en/of hardebord in posisie vasmaak met bande en/of kramme en/of hegspykers met die doel om dit te pers.....				
(viii)	Laswerk sonder bande.....				
(ix)	Perse van enige soort bedien en/of daarmee werk.....				
(x)	Perse van enige soort laai en/of ontlaai.....				
(xi)	Gom en/of band en/of papier awfas en/of verwyder.....				
(xii)	Dele opstapel na perswerk.....				
(xiii)	Lym smeer.....				
(xiv)	Oortollige fineer afwerk nadat dit vassgelym is.....				
(xv)	Kante met die hand fineer, maar uitdruklik sonder om 'n masjien te gebruik.....				
(xvi)	Kantfineermasjien bedien met die doel om materiaal wat hoogstens 1.5 mm dik is, vas te sit, maar uitdruklik sonder om bande aan die kante te sit en die masjien op te stel....	21.90	23.20	24.52	

	Vir die tydperk eindigende 18/1/71 R	Vir die tydperk eindigende 18/1/72 R	Vir die tydperk eindigende 18/1/73 R
H. MEUBELHOUTSNEEWERK			
(i) Maak van ontwerpe vir houtsneewerk.....			
(ii) Afmerk van ontwerpe.....	35.80	37.55	39.30
(iii) Houtsneewerk.....			
(iv) Versiersels fatsoeneer.....			
(v) Rasper-en/of vyl-en/of skraapwerk verrig.....	12.00	12.80	13.72
(vi) Stippelponswerk verrig.....			
(vii) Kraallys aan borde lym en/of heg vir houtsneewerk.....	10.40	11.25	12.15
(viii) Bestanddele vir vormwerk meng.....			
I. VERPAKKING VAN MEUBELS			
(i) Aanbring van versterkende stroke hout aan voltooide meubels vir die doel van verpakking of vervoer.....			
(ii) Pakkratte en/of pakkiste vir meubels en/of dele daarvan maak.....	12.00	12.80	13.72
(iii) Verpakking van meubels en/of dele van meubels in goingsak.....			
(iv) Verpakking van meubels en/of dele van meubels in kartonhouers en/of kartondose.....			
(v) Kartonhouers en/of kartondose toemaak.....	10.40	11.25	12.15
(vi) Meubels en/of dele van meubels toedraai in papier en/of karton.....			
J. ALGEMENE WERKSAAMHEDE			
(i) Rottangvlegwerk.....	35.80	37.55	39.30
(ii) Rottangmate aanbring.....	21.90	23.20	24.52
(iii) Riempiewerk.....			
(iv) Artikel met die hand skuur, afgesien daarvan of artikels stil staan of draai.....			
(v) 'n Pluismasjien stel en/of bedien of werk daarmee doen.....			
(vi) Kussings vir veereenhede maak en/of sny.....	12.00	12.80	13.72
(vii) Werknemers in diens in verband met enigeen van die prosesse in die vervaardiging van veerbinnekante en/of veereenhede en/of die vervaardiging van hul samstellende dele.....			
(viii) Veervervaardigingsmasjien stel en/of bedien.....			
(ix) Luidsprekerdoeke aanbring.....			
(x) Oortollige lym van meubels of dele daarvan verwijder.....			
(xi) Metaalstawe en/of skarniere en/of metaalbuise en/of metaalstroke en/of draad en/of hoepelyster sny.....			
(xii) Skroefdraad in ysterboute en/of -stawe sny en/of dit omklink.....			
(xiii) Vere baal.....			
(xiv) Vere vir preserfering in 'n oplossing dompel.....			
(xv) Stofsakke van skuurmasjiene skoonmaak.....			
(xvi) Hoepelyster reguit maak.....			
(xvii) Gate in metaal pons.....			
(xviii) Vulmateriaal ontaaal en/of uitklop.....			
(xix) Vulmateriaal met die hand uitpluis.....			
(xx) Metaalstawe skoonmaak.....			
(xxi) Persele skoonmaak en/of uitvee.....			
(xxii) Masjinerie en/of uitrusting en/of gereedskap en/of gerei skoonmaak.....	10.40	11.25	12.15
(xxiii) Materiaal oplaai en/of aflaai.....			
(xxiv) Goedere met 'n stootkar vervoer.....			
(xxv) Goedere met 'n trapfiets vervoer.....			
(xxvi) Boodskappe en/of briewe aflewer.....			
(xxvii) Grondstowwe uitpak.....			
(xxviii) Stoomketels en/of verbranders en/of oonde bedien.....			
(xxix) Timmerhout in droogonde plaas.....			
(xxx) Timmerhout uit droogonde verwijder.....			
(xxxi) Droogonde bedien.....			
(xxxii) Dranke berei en/of bedien.....			
(xxxiii) Eet- en drinkgerei was.....			
(xxxiv) Timmerhout vir preservering behandel.....			
(xxxv) Masjiedryfbande las.....			
(xxxvi) Weegwerk.....			
(xxxvii) Meubels stroop slegs vir vernuwingsdoeleindes.....			
(xxxviii) Goedere dra en aandra.....			
(xxxix) Voertuie oplaai of aflaai.....			
(xl) Masjinis help met die hantering van grondstowwe voor en na masjienwerk.....			
(xli) Onopgestopte materiaal vasheg aan oppervlaktes van kabinette vir draabare radio's en/of musiekinstrumente met afmetings van hoogstens 18 duim by 15 duim by 12 duim	12.00	12.80	13.72
K. NAAIERS- EN/OF NAAISTERSWERK			
(i) Gordyne maak en/of stik.....			
(ii) Meubeloortreksels stik.....			
(iii) Alle toebehorens vasstik of aanhaak.....			
(iv) Kussingslope en/of kussingpeule stik.....			
(v) Donskomberse maak en/of stik.....			
(vi) Omboorsels maak.....			
(vii) Glipsteekwerk en/of gimp en/of fraaiings en/of materiaal stik.....	19.50	20.80	22.20
(viii) Gimp, fraaiings, galon en/of stolpplooie vassit, maar sonder om dit vas te spyker of vas te kram.....			
(ix) Knope aanwerk aan kussings wat los of beweegbaar bly.....			
(x) Knope aanwerk aan kussings wat aan rame vassgesit moet word vir stoffering.....			
L. DIVERSE			
(i) Versendingsklerke.....	28.00	30.00	30.00
(ii) Pakhuisopsigters.....			
(iii) Tydbeampetes.....			
(iv) Oppassers.....			
(v) Los arbeiders—25 sent per uur	17.75	19.10	20.35

	For the period ending 18/1/71 R	For the period ending 18/1/72 R	For the period ending 18/1/73 R
A. FURNITURE MAKING			
(i) Joining together and/or securing together prepared parts and/or pieces and/or sections of wood and/or composition board and/or furniture in the process of making a further constructed component part of furniture and/or an article of furniture in whole.....			
(ii) Setting up and/or operating a sash cramp and/or carcass cramp and/or revolving cramp and/or chair cramp and/or hand cramp and/or performing any work therewith (and the term "cramp" shall include "clamp").....			
(iii) Planing.....			
(iv) Chiselling.....			
(v) Aligning parts of furniture to any desired angle.....			
(vi) Scraping.....			
(vii) Raspings.....			
(viii) Filing.....	35.80	37.55	39.30
(ix) Spokeshaving.....			
(x) Knocking and/or punching in nails and/or panel pins except as provided for in sub-clause (xviii) hereof.....			
(xi) Fitting of any parts of furniture.....			
(xii) Sawing.....			
(xiii) Inserting wooden plugs and/or wooden slivers.....			
(xiv) Securing glass in frames.....			
(xv) Bolting of fittings, only [see subclause (xxi) hereof].....			
(xvi) Measuring.....			
(xvii) Affixing embellishments and/or fittings other than provided for in subclause (xxxiii) and (xxxiv), (xxxv) and (xxxvi) of this clause.....			
(xviii) Punching away odd protruding nails, pins and/or staples, provided this is done only by handsandpaperers finding such unpunched items during the sandpapering process in the sandpapering section.....			
(xix) Making and/or pointing of dowels.....			
(xx) Bending solid timber.....			
(xxi) All bolting, except the bolting on of fittings [see subclause (xv) hereof].....	12.00	12.80	13.72
(xxii) Affixing sockets for castors.....			
(xxiii) Affixing of castors and/or domes and/or bed-irons.....			
(xxiv) Knocking in of plugs into pre-bored holes to cover any pinning devices.....			
(xxv) Knocking in of corner blocks to chairs only of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" and "Super", provided that such corner blocks shall not be nailed, pinned or screwed.....			
(xxvi) Dipping of solid timber into softening solution.....			
(xxvii) Mixing and/or weighing and/or preparing glue.....			
(xxviii) Knocking in dowels.....			
(xxix) Applying glue and/or glue hardeners, but specifically excluding the putting together of furniture parts.....			
(xxx) Insertion of screws into pre-bored holes preparatory to screwing.....			
(xxxi) Insertion of corrugated fasteners in the process of assembling frames.....			
(xxxii) Assisting in the putting together or assembling of furniture parts which are to be crimped or clamped provided that the ratio of such assistants to employees in receipt of the wages prescribed in subclause (ii) of this clause, who are engaged in cramping or clamping, shall not exceed two to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in subclause (ii) of this clause, provided further that the assistants shall not be permitted to bore holes.....	10.40	11.25	12.15
(xxxiii) Dropping glass into premade grooves but excluding the affixing or securing thereof in any manner.....			
(xxxiv) Affixing by hand only of self-retaining and/or gummed strips for the purpose of covering board edges, but excluding the affixing of any beading for embellishment only.....			
(xxxv) Affixing of nut covers.....			
(xxxvi) Affixing of handles into pre-bored holes by bolting only.....			
(xxxvii) Bolting stumps and/or legs onto pre-fixed threaded fittings.....			
(xxxviii) Insertion of screw bolts into stumps or legs, but excluding the affixing of the screw plate and/or attachment into position. [See subclause (xviii) of this clause].....			
B. FURNITURE MACHINING			
(i) Setting up and/or operating and/or performing any work with any one or more of the following machines:-			
(a) Planing machine including jointing-planing machine.....			
(b) Multiple drum sandpapering machine.....			
(c) Tennoning machine.....			
(d) Spindle moulding and/or shaping machine.....			
(e) Routing machine.....	35.80	37.55	39.30
(f) Any woodturning and/or copying machine.....			
(g) Dovetailing machine.....			
(h) Sawing machine of any kind including jig-saw.....			
(i) Carving machine.....			
(j) Four and/or five cutterplaner-moulder machine.....			

	For the period ending 18/1/71 R	For the period ending 18/1/72 R	For the period ending 18/1/73 R
(ii) Setting up and/or operating and/or performing any work with any one or more of the following machines, viz.:—			
(a) Mortice machine.....	21.90	23.20	24.52
(b) Boring machine.....			
(c) Hinge recessing machine when used for the purpose of cutting recesses for locks and/or hinges.....			
(d) Dowel inserting machine.....			
(e) Single drum sandpapering machine.....			
(f) Bobbin sandpapering machine.....			
(g) Belt sandpapering machine.....			
(h) Disc sandpapering machine.....			
(i) Portable sandpapering machines other than those specified in subclause (iii) hereof			
(iii) Setting up and/or operating any type of rotating and/or vibrating-reciprocating sandpapering machine with a papering surface of not more than 50 square inches.....	12.00	12.80	13.72
(iv) Setting up and/or operating a wood threading and/or woodtapping machine.....			
(v) Setting up and/or operating—			
(a) dowel squeezing machines;			
(b) tenon squashing machines;			
and/or performing any work therewith.....			
(vi) Making and/or joining sandpaper belts for belt sandpapering machines.....	10.40	11.25	12.15
(vii) Making and/or affixing discs of sandpaper.....			
(viii) Cutting sandpaper for sandpapering machine.....			
(ix) Affixing sandpaper to bobbins of bobbin sandpapering machines and/or buff sandpapering machines.....			
(Payment of wages shall be determined by reference to the nature of work performed on such machines without reference to the type of machine used.)			
The nature of work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)			
C. SAW DOCTORING, MACHINE MAINTAINING AND MACHINE REPAIRING			
(i) Tracing faults in, overhauling, maintaining and/or repairing machines used in or in connection with an establishment or supervising all or any of these operations			
(ii) Setting and/or sharpening and/or gulleting saw blades.....	35.80	37.55	39.30
(iii) Affixing loose teeth to saw blades.....			
(iv) Sharpening cutting blades and/or knives and/or bits.....			
(v) Welding and/or brazing (other than spot welding).....			
(vi) Setting up and/or operating any sharpening machine.....			
(vii) Spot welding.....	19.00	20.25	21.60
(viii) Greasing and/or oiling machinery.....	10.40	11.25	12.15
D. MARKING AND/OR SETTING OUT			
(i) Preparing a plan for the manufacture of furniture by means of rod and/or board and/or lath and/or batton and/or strip.....	35.80	37.55	39.30
(ii) Marking out except as specified in subclauses (iii) and (iv) hereof.....			
(iii) Marking for boring machine only by means of pronged jigs.....	21.90	23.20	24.52
(iv) Marking out by template.....	10.40	11.25	12.15
E. POLISHING			
(i) Producing a polished surface.....			
(ii) Producing a finished surface.....			
(iii) Grain sealing.....			
(iv) Applying a shellac solution.....			
(v) Painting, except as specified in subclause (xxiii) hereof.....			
(vi) Cellulose painting.....			
(vii) Varnishing.....			
(viii) Lacquering.....			
(ix) Enamelling.....			
(x) Staining by mechanical appliance.....	35.80	37.55	39.30
(xi) Oiling by mechanical appliance.....			
(xii) Matching of colours and/or touching up.....			
(xiii) Mixing of colouring materials.....			
(xiv) Ageing.....			
(xv) Imitation graining by any method.....			
(xvi) Painting on any design.....			
(xvii) Producing a design by means of a transfer.....			
(xviii) Producing a design by means of a template.....			
(xix) Reviving by machine and/or mechanical appliance with a substance other than an abrasive paste and/or abrasive liquid.....			
(xx) Rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance.....	21.90	23.20	24.52
(xxi) Rubbing with an abrasive paste and/or abrasive liquid by hand only, and expressly excluding the use of any machine and/or mechanical appliance.....			
(xxii) Reviving by hand only.....			
(xxiii) Painting and/or filling in of edges of laminated board and/or plywood.....			
(xxiv) Removing doors and/or fittings from articles of furniture.....			
(xxv) Filling in holes and/or crevices with substances other than plugs and/or slivers.....	12.00	12.80	13.72
(xxvi) Waxing, bleaching, staining and/or oiling by hand.....			
(xxvii) Spreading flock on adhesive surface and/or applying adhesive for flock by hand.....			
(xxviii) Spraying metal.....			
(xxix) Dipping in enamel and/or paint.....			
(xxx) Stripping polished surfaces.....			

		For the period ending 18/1/71 R	For the period ending 18/1/72 R	For the period ending 18/1/73 R
(xxxii) Straining solutions.....				
(xxxiii) Cleaning spraying apparatus.....				
(xxxiv) Washing polished and/or finished surfaces.....				
(xxxv) Transferring nursery rhymes and/or nursery characters only on to furniture.....				
F. UPHOLSTERY				
(i) Making and/or affixing a foundation for coil springs with any material other than wooden and/or metal laths.....				
(ii) Securing springs and/or spring units to foundations.....				
(iii) Lashing springs in position.....				
(iv) Stuffing seats and/or backs and/or arms of furniture with filling materials.....				
(v) Filling of flutes.....				
(vi) Cutting material for covers of any kind other than as provided for in subclause (xxxvi) of this clause.....				
(vii) Tacking on covers of any kind.....	35.80	37.55	39.30	
(viii) Tacking on piping.....				
(ix) Positioning and/or securing filling materials.....				
(x) Buttoning and/or studding other than provided for in subclause (viii) and (ix) of clause K of this Part.....				
(xi) Securing gimp and/or fringes, except as provided for in clause K (vii) of this Part.....				
(xii) Making and/or affixing foundations for coil springs and/or spring units with wood and/or metal laths.....				
(xiii) Filling cushion covers with spring interiors and/or spring units.....				
(xiv) Operating and/or loading cushion filling machine with filling material and/or foam rubber and/or similar substances.....	22.35	23.75	25.00	
(xv) Filling of cushion cases for spring interior cushions.....				
(xvi) Tufting.....				
(xvii) Securing pads to unaffixing spring units other than spring cushion units.....				
(xviii) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for a loose cushion.....				
(xix) Affixing rubber strips for the sole purpose of serving as a support for loose cushions				
(xx) The affixing of—				
(a) helical springs and/or chain and/or zig-zag or no-sag springs to frames for upholstery,				
(b) hoop iron and/or webbing and/or webbing substitutes to loose seats and/or backs for dining-room chairs and/or				
The springing up of—				
(c) spring edges with zig-zag and/or no-sag type of springs to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal..	12.00	12.80	13.72	
(where coil springs are used in conjunction with no-sag and/or zig-zag type of springs the rate shall be R28.50)				
(xxi) Nailing and/or tacking plywood and/or compressed board to loose seats for upholstery				
(xxii) Securing sisal and/or coir pads to spring cushion units only.....				
(xxiii) Cutting of platforms used for covering helical springs.....				
(xxiv) Operating a teasing and/or bale opening and/or bale breaking machine and/or performing any work therewith.....				
(xxv) Filling of cushion covers with filling material other than spring interiors.....				
(xxvi) Unwinding filling materials in rope form.....				
(xxvii) Making buttons and/or tufts.....				
(xxviii) Assisting upholsterer in holding cover.....				
(xxix) Making banding and/or beading.....				
(xxx) Sorting of ready-cut materials after bulk cutting.....				
(xxxi) Regulating and/or preparing completed cushions for delivery.....				
(xxxii) Cutting foam rubber and/or similar substances to size or shape.....				
(xxxiii) Cutting rubber strips.....	10.40	11.25	12.15	
(xxxiv) Joining together foam rubber and/or similar substances.....				
(xxxv) Affixing textile and/or synthetic cloth strips to foam rubber and/or similar substances but expressly excluding the affixing of covering material thereto.....				
(xxxvi) Breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge, but expressly excluding cutting this to size, shape or pattern ready for upholstery.....				
(xxxvii) Cutting cardboard in upholstery sections by hand and/or guillotine only.....				
(xxxviii) Operating foam mincing machine.....				
For the purpose of this clause a spring unit means an independent assembly of coil or continuous springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an innerspring cushion, seat and/or seating device.				
G. VENEERING				
(i) Cutting veneer.....				
(ii) Veneering by hand other than edge veneering as provided for in subclause (xv) of this clause.....				
(iii) Matching veneer.....				
(iv) Jointing veneer.....				
(v) Making and/or insertion of inlays.....	35.80	37.55	39.30	

	For the period ending 18/1/71 R	For the period ending 18/1/72 R	For the period ending 18/1/73 R
(vi) Taping veneers.....			
(vii) Taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.....			
(viii) Tapeless joining.....			
(ix) Operating and/or attending presses of any kind.....	10.40	11.25	12.15
(x) Loading and/or unloading presses of any kind.....			
(xi) Washing off and/or removing gum and/or tapes and/or paper.....			
(xii) Stacking parts after pressing.....			
(xiii) Spreading glue.....			
(xiv) Trimming away excess veneer after affixing of veneer.....			
(xv) Veneering edges by hand but expressly excluding the use of any machine.....			
(xvi) Operating edge veneering machine for the purpose of affixing material of a thickness not exceeding 1.5 mm but expressly excluding edge banding and the setting up of the machine.....	21.90	23.20	24.52
H. FURNITURE CARVING			
(i) Designing for carving.....			
(ii) Marking out designs.....			
(iii) Wood carving.....	35.80	37.55	39.30
(iv) Moulding embellishments.....			
(v) Rasping and/or filling and/or scraping.....			
(vi) Stipple punching.....	12.00	12.80	13.72
(vii) Glueing and/or affixing beading to boards for carving.....	10.40	11.25	12.15
(viii) Mixing ingredients for moulding.....			
I. FURNITURE PACKING			
(i) Affixing strengthening woodstrips to completed furniture for the purpose of packing or transporting.....			
(ii) Making packing crates and/or cases for furniture and/or parts thereof.....	12.00	12.80	13.72
(iii) Packing furniture and/or furniture parts in hessian.....			
(iv) Packing furniture and/or furniture parts in cartons and/or cardboard containers.....			
(v) Closing cartons and/or cardboard containers.....	10.40	11.25	12.15
(vi) Wrapping furniture and/or furniture parts in paper and/or cardboard.....			
J. GENERAL OPERATIONS			
(i) Weaving of cane.....	35.80	37.55	39.30
(ii) Affixing cane mats.....	21.90	23.20	24.52
(iii) Riempie work.....			
(iv) Sandpapering by hand regardless of whether the article papered is stationary or rotating.....			
(v) Setting up and/or operating teasing machine and/or performing work therewith.....			
(vi) Making and/or cutting pads for spring units.....			
(vii) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and/or the manufacture of their component parts.....	12.00	12.80	13.72
(viii) Setting up and/or operating spring-making machines.....			
(ix) Affixing speaker cloths.....			
(x) Removing excess glue spread on furniture or parts thereof.....			
(xi) Cutting metal rods, and/or hinges, and/or metal tubes, and/or metal strings, and/or hoop iron and/or wire.....			
(xii) Riveting and/or making threads on iron bolts and/or rods.....			
(xiii) Baling springs.....			
(xiv) Dipping springs into a solution for the purpose of preservation.....			
(xv) Cleaning sandpapering machine dustbags.....			
(xvi) Straightening hoop iron.....			
(xvii) Punching holes in metal.....			
(xviii) Unbalancing and/or beating filling material.....			
(xix) Teasing filling materials by hand.....			
(xx) Cleaning metal rods.....			
(xxi) Cleaning and/or sweeping premises.....			
(xxii) Cleaning machinery and/or plant and/or tools and/or utensils.....			
(xxiii) Loading and/or unloading materials.....			
(xxiv) Transportation of goods by handcart.....	10.40	11.25	12.15
(xxv) Transportation of goods by pedal cycle.....			
(xxvi) Delivering messages and/or letters.....			
(xxvii) Unpacking raw materials.....			
(xxviii) Attending boilers and/or incinerators and/or ovens.....			
(xxix) Putting timber in kilns.....			
(xxx) Removing timber from kilns.....			
(xxxi) Attending kilns.....			
(xxxii) Making and/or serving beverages.....			
(xxxiii) Washing-up eating and/or drinking utensils.....			
(xxxiv) Treating of timber for preservation.....			
(xxxv) Joining machine driving belts.....			
(xxxvi) Weighing.....			
(xxxvii) Stripping furniture for the purpose of renovation only.....			
(xxxviii) Fetching and/or carrying.....			
(xxxix) Loading and/or unloading vehicles.....			
(xl) Assisting machinist in handling raw materials before and after machining.....			
(xli) Affixing unpadded material to the surface of cabinet for portable radios and/or musical instruments not exceeding the dimensions 18 inches by 15 inches by 12 inches.....	12.00	12.80	13.72

		For the period ending 18/1/71 R	For the period ending 18/1/72 R	For the period ending 18/1/73 R
K. SEAMSTER'S AND/OR SEAMSTRESS' WORK				
(i) Making and/or sewing of curtains.....		19.50	20.80	22.20
(ii) Sewing of furniture covers.....				
(iii) Sewing on and/or hooking on of any attachments.....				
(iv) Sewing of cushion cases and/or cushion slips.....				
(v) Making and/or sewing of quilts.....				
(vi) Making piping.....				
(vii) Slip-stitching and/or sewing gimp and/or fringes and/or materials.....				
(viii) Affixing gimp, fringes, braid and/or box pleating but excluding the tacking or stapling on thereof.....				
(ix) Buttoning of cushions which are to remain loose or movable.....				
(x) Buttoning of cushions which are to be affixed to frames for upholstery.....		28.00	30.00	30.00
L. MISCELLANEOUS				
(i) Despatch clerks.....		17.75	19.10	20.35
(ii) Storemen.....				
(iii) Timekeepers.....				
(iv) Caretakers.....				
(v) Casual labourers 25 cents per hour				

M. VOORMANNE, ONDERVOORMANNE EN/OF TOESIGHOUERS

Voormanne en/of ondervoormanne en/of toesighouers moet minstens die hoogste minimum voorgeskrewe loon ontvang wat van toepassing is op die werkzaamhede wat verrig word in die seksies waarin hulle in diens is.

N. LEERLINGNAAIERS EN/OF -NAAISTERS

Leerlinge gemagtig ingevolge klosule 29 (1) van Deel I van hierdie Ooreenkoms, wat die werk van naaiers en/of naisters leer, moet op alle toepaslike tye per week minstens ondergenoemde persentasies betaal word van die minimum lone voorgeskryf in Deel II van hierdie Ooreenkoms vir die klasse werk geënnumereer in klosule K van hierdie deel daarvan:

	%
Gedurende eerste ses maande van leertyd.....	33½
Gedurende tweede ses maande van leertyd.....	50
Gedurende derde ses maande van leertyd.....	66½
Gedurende vierde ses maande van leertyd.....	75

O. JEUGDICE WERKNEMERS

(i) Jeugdige manlike werknemers in 'n ambag of afdeling van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, soos gewysig, moet gedurende die gemagtigde proeftyd minstens die lone betaal word wat kragtens die bepalings van genoemde Wet voorgeskryf word.

(ii) *Alle ander jeugdiges.*—Die minimum loon wat in hierdie Ooreenkoms voorgeskryf word vir werknemers in diens in dieselfde klas werk.

DEEL III

BESTUURDERS VAN MOTORVOERTUIJE

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op die bestuurders van motorvoertuie in die landdrosdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Kempton Park en Witbank.

A. Woordomskrywing

"Los motorvoertuigbestuurder" beteken 'n werknemer wat as die bestuurder van 'n motorvoertuig by dieselfde werkgever in diens geneem is op hoogstens twee dae per week.

"Noodsaaklike dienste" beteken werk wat, weens oorsake soos brand, storm, ongeluk, gewelddaad of diefstal, sonder vertraging verrig moet word, en alle werk wat nodig is vir die vervoer van masjinerie om 'n ernstige ontwrigting in 'n ambag te voorkom, of vervoer vir die doel van landsverdediging of polisiediens.

"Werkure" omvat alle tydperke wat aan die bestuur van 'n motorvoertuig bestee word en alle tyd wat die bestuurder bestee aan werk wat in verband staan met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te bestuur wanneer dit van hom vereis word.

"Motorvoertuigbestuurder" beteken 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie omskrywing omvat "motorvoertuig bestuur" alle tydperke wat aan die bestuur van 'n motorvoertuig bestee word en alle tyd wat die bestuurder bestee aan werk in verband met die motorvoertuig en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te bestuur.

M. FOREMEN, CHARGEHANDS AND/OR SUPERVISORS

Foremen and/or chargehands and/or supervisors shall be paid wages not less than the highest minimum prescribed wage applicable to the operations performed in the section where they are engaged.

N. LEARNER SEAMSTERS AND/OR SEAMSTRESSES

Learners authorised in terms of clause 29 (1) of Part I of this Agreement, employed in learning seamsters' and/or seamstresses' work shall at all relevant times be paid not less per week than the following percentages of the minimum wages prescribed in Part II of this Agreement for the classes of work enumerated in clause K of this part thereof:

	%
During the first six months of learnership.....	33½
During the second six months of learnership.....	50
During the third six months of learnership.....	66½
During the fourth six months of learnership.....	75

O. JUVENILE EMPLOYEES

(i) Juvenile male employees engaged in a trade or branch of trade designated under the Apprenticeship Act, 1944, as amended, during the authorised probationary period, shall be paid not less than the wages prescribed in terms of the provisions of the said Act.

(ii) *All other juveniles.*—The minimum wage prescribed in this Agreement for employees employed on the same class of work.

PART III

DRIVERS OF MOTOR VEHICLES

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Pretoria, Kempton Park and Witbank.

A. Definitions

"Casual driver of motor vehicle" means an employee who is employed as a driver of a motor vehicle by the same employer on not more than two days in any week.

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

"Hours of work" include all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required.

"Driver of motor vehicle" means an employee who is engaged in driving a motor vehicle and for the purpose of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle and all periods during which he is obliged to remain at his post in readiness to drive.

"Motorvoertuig" beteken 'n voertuig wat vir die vervoer van goedere gebruik word en wat op 'n ander manier as deur mense of dierekrag aangedryf word en ook 'n trekker.

"Loonvrag" beteken die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ooreenkomsig 'n motortransport-sertifikaat of vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur 'n plaaslike padvervoerraad uitgereik is kragtens die bepalings van die Motortransportwet, 1930, of ooreenkomsig 'n padwaardigheidsertifikaat wat ten opsigte van sodanige voertuig deur 'n plaaslike overheid uitgereik is, naamlik die netto dravermoë of netto vrag wat die grootste is.

"Stukwerk" of "taakwerk" beteken 'n stelsel waarvolgens 'n werkneem se loon gebaseer word op die gewig, volume of getal reise wat onderneem is of die mylafstand wat afgelê is.

"Sleepwa" beteken 'n voertuig wat aangehaak is aan en getrek word deur 'n voertuig, maar dit omvat nie die eerste vervoermiddel wat aangehaak is aan en getrek word deur 'n trekker of voertuig wat bekend staan as 'n "voorhaker" nie.

"Weeklikse werkneem" beteken 'n werkneem wat by die week in diens is.

B. Lone

(1) Die minimum lone wat 'n werkneem aan elke lid van ondergenoemde klasse werkneemers in sy diens moet betaal, is soos volg:

Loonvragte			
(a) Bestuurder van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van—			
(i) minder as 6,000 lb.....	19.20	20.50	21.83
(ii) 6,000 lb en meer maar hoogstens 10,000 lb.....	20.20	21.50	22.80
(iii) meer as 10,000 lb maar hoogstens 14,000 lb.....	23.10	24.40	25.70
(iv) meer as 14,000 lb.....	27.00	28.25	29.65
(b) Bestuurder van 'n stoomwa.....	27.00	28.25	29.65
(c) Los bestuurder van 'n motorvoertuig, uitgesonderd dié van 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van (vir 'n tydperk van 9 uur of minder per dag)—			
(i) minder as 6,000 lb.....	3.84	4.10	4.37
(ii) 6,000 lb en meer maar hoogstens 10,000 lb.....	4.04	4.30	4.56
(iii) meer as 10,000 lb maar hoogstens 14,000 lb.....	4.62	4.88	5.14
(iv) meer as 14,000 lb.....	5.40	5.65	5.93
(d) 'n Los bestuurder van 'n stoomwa.....	5.40	5.65	5.93

Pay-loads			
(a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—			
(i) under 6,000 lb.....	R	R	R
(ii) 6,000 lb and over but not exceeding 10,000 lb.....	19.20	20.50	21.83
(iii) over 10,000 lb but not exceeding 14,000 lb.....	20.20	21.50	22.80
(iv) over 14,000 lb.....	23.10	24.40	25.70
(b) Driver of a steam wagon.....	27.00	28.25	29.65
(c) Casual driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—			
(i) under 6,000 lb.....	3.84	4.10	4.37
(ii) 6,000 lb and over but not exceeding 10,000 lb.....	4.04	4.30	4.56
(iii) over 10,000 lb but not exceeding 14,000 lb.....	4.62	4.88	5.14
(iv) over 14,000 lb.....	5.40	5.65	5.93
(d) Casual driver of a steam wagon.....	5.40	5.65	5.93

(2) *Kontrakbasis*.—Elke werkneem word geag 'n weeklikse werkneem te wees tensy hy ingesluit is in die omskrywing van 'n "los bestuurder" van 'n motorvoertuig, en behoudens die bepalings van klosules C (6) en K (1), moet hy minstens die volle weekloon wat in paragraaf (a) en (b) van subklousule (1) vir 'n werkneem van sy klas voorgeskryf word, betaal word, afgesien daarvan of hy die volle tyd of minder gewerk het, en is hy onderworpe aan die ander voorwaardes (vir sover dit op hom van toepassing is) wat vir so 'n werkneem voorgeskryf is.

(3) *Sleepwaens*.—'n Werkneem wat op 'n bepaalde dag 'n motorvoertuig bestuur waaraan een of meer sleepwaens gehaak is, moet minstens die volgende betaal word:

(a) Indien hy 'n weeklikse werkneem is, 25c per dag vir elke sleepwa, met 'n maksimum van R1 in 'n week;

"Motor vehicle" means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a tractor.

"Pay-load" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net-carrying capacity or net load may be the greater.

"Piece-work" or "task-work" means any system under which an employee's wage is based on the weight, volume or number of journeys undertaken or on the mileage covered.

"Trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or vehicle known as "mechanical horse".

"Weekly employee" means an employee who is employed by the week.

B. Wages

(1) The minimum rates at which wages shall be paid per week by an employer to each member of the undermentioned classes of his employees shall be as follows:

	Vir die tydperk eindigende 18/1/71 R	Vir die tydperk eindigende 18/1/72 R	Vir die tydperk eindigende 18/1/73 R
(a) Bestuurder van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van—			
(i) minder as 6,000 lb.....	19.20	20.50	21.83
(ii) 6,000 lb en meer maar hoogstens 10,000 lb.....	20.20	21.50	22.80
(iii) meer as 10,000 lb maar hoogstens 14,000 lb.....	23.10	24.40	25.70
(iv) meer as 14,000 lb.....	27.00	28.25	29.65
(b) Bestuurder van 'n stoomwa.....	27.00	28.25	29.65
(c) Los bestuurder van 'n motorvoertuig, uitgesonderd dié van 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van (vir 'n tydperk van 9 uur of minder per dag)—			
(i) minder as 6,000 lb.....	3.84	4.10	4.37
(ii) 6,000 lb en meer maar hoogstens 10,000 lb.....	4.04	4.30	4.56
(iii) meer as 10,000 lb maar hoogstens 14,000 lb.....	4.62	4.88	5.14
(iv) meer as 14,000 lb.....	5.40	5.65	5.93
(d) 'n Los bestuurder van 'n stoomwa.....	5.40	5.65	5.93

Pay-loads			
(a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—			
(i) under 6,000 lb.....	R	R	R
(ii) 6,000 lb and over but not exceeding 10,000 lb.....	19.20	20.50	21.83
(iii) over 10,000 lb but not exceeding 14,000 lb.....	20.20	21.50	22.80
(iv) over 14,000 lb.....	23.10	24.40	25.70
(b) Driver of a steam wagon.....	27.00	28.25	29.65
(c) Casual driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—			
(i) under 6,000 lb.....	3.84	4.10	4.37
(ii) 6,000 lb and over but not exceeding 10,000 lb.....	4.04	4.30	4.56
(iii) over 10,000 lb but not exceeding 14,000 lb.....	4.62	4.88	5.14
(iv) over 14,000 lb.....	5.40	5.65	5.93
(d) Casual driver of a steam wagon.....	5.40	5.65	5.93

(2) *Basis of contract*.—Every employee shall be deemed to be a weekly employee unless he falls within the definition of a "casual driver" of a motor vehicle and shall be paid not less than the full weekly remuneration prescribed in paragraphs (a) and (b) of subclause (1) for an employee of this class, subject to the provisions of clauses C (6) and K (1), whether he has worked full time or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(3) *Trailers*.—An employee, who, on any day drives a motor vehicle to which there is attached one or more trailers shall be paid not less than—

(a) if a weekly employee, twenty-five cents per day for each trailer with a maximum of one rand in any week;

(b) as hy 'n los bestuurder van 'n motorvoertuig is, 25c per dag benewens die besoldiging voorgeskryf ingevolge subklousule (1), (3) en (6).

(4) *Berekening van maandelikse besoldiging.*—Wanneer die besoldiging wat aan 'n werknemer verskuldig is, ooreenkomsdig die voorbehoudbepalings van klousule C (1) maandeliks betaal word, is die besoldiging wat in 'n bepaalde maand betaalbaar is, vier en een derde maal die weekloon wat vir 'n werknemer van sy klas in subklousule (1) (a) en (b) voorgeskryf word.

(5) *Differensiële lone.*—'n Werknemer, uitgesonderd 'n los bestuurder van die motorvoertuig, van wie vereis word of wat toegelaat word om werk te verrig waaroor 'n hoër loon as sy gewone loon in subklousule (1) (a) en (b) voorgeskryf word, moet ten opsigte van die hele dag waarop hy werk verrig waaroor sodanige hoër loon voorgeskryf is, sodanige hoër loon ontvang; en 'n los bestuurder van 'n motorvoertuig wat op 'n bepaalde dag toegelaat word of van wie vereis word om werk te verrig ten opsigte waarvan verskillende lone in subklousule (1) (c) en (d) voorgeskryf word, moet sodanige hoër of hoogste loon betaal word.

Vir die toepassing van hierdie subklousule moet die loon wat aan 'n werknemer, uitgesonderd 'n los bestuurder van 'n motorvoertuig, ten opsigte van 'n dag betaal word, minstens gelyk wees aan een sesde van die weekloon wat in subklousule (1) (a) en (b) voorgeskryf word vir die hoër besoldigde werk wat hy verrig het.

(6) *Verblyftoeleae.*—'n Werkewer moet, benewens ander besoldiging wat verskuldig is, aan sy werknemer wat tydens 'n reis onderneem vir die vervulling van sy pligte, van sy woonplek en sy werkewer se bedryfsinrichting afwesig is vir 'n tydperk van een of meer nagte, minstens die volgende verblyftoeleae betaal:

(a) Vir elke nag wat hy afwesig is: R2: Met dien verstande dat waar die werkewer 'n bed verskaf, hierdie toeëae tot R1 per nag verminder mag word; en

(b) 50c vir elke maaltyd wat hy noodsaklikerwys gedurende dié afwesigheid moet bekom.

C. Betaling van Besoldiging

(1) *Werknemers, uitgesonderd los bestuurders van 'n motorvoertuig.*—Besoldiging is weekliks betaalbaar en moet nie later nie as dertig minute na die voltooiing van die dag se werk in kontant betaal word op die gewone betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind: Met dien verstande dat 'n werkewer, met die toestemming van sy werknemer, die besoldiging wat verskuldig is, maandeliks mag betaal.

(2) *Los bestuurder van 'n motorvoertuig.*—'n Los bestuurder moet sy besoldiging in kontant ontvang by beëindiging van sy dienskontrak.

(3) *Premiers.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag rekstreeks of onregstreeks aan 'n werkewer betaal word of deur hom aangeneem word nie.

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

(5) *Etes en huisvesting.*—Behoudens die bepalings van enige ander wet, mag 'n werkewer nie van sy werknemer vereis om by hom of op 'n plek deur hom aangewys, te eet of in te woon nie.

(6) *Boetes en aftrekings.*—'n Werkewer mag sy werknemer geen boetes ople nie en ook geen bedrae, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:

(a) Wanneer 'n werknemer van sy werk afwesig is, 'n aftrekking eweredig aan die tydperk van sy afwesigheid;

(b) die aftrekking van 'n bedrag wat 'n werkewer ingevolge of kragtens 'n statutêre wet of bevel van 'n hof met regsbevoegdheid moet maak of toegelaat word om te maak;

(c) aftrekings bedoel in klousule 17 van Deel I van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van die werknemer, aftrekings vir versekerings- of pensioenfondse;

(e) aftrekings van bydraes tot die fondse van die vakverenigings ingevolge klousule 31 van Deel I van hierdie Ooreenkoms;

(f) waar 'n werknemer daar toe instem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig is om etes en huisvesting of etes of huisvesting by sy werkewer te aanvaar, hoogstens die volgende aftrekings:

	Per week	Per maand
	R	R
(i) Etes.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Etes en huisvesting.....	1.20	5.20

(b) if a casual driver of a motor vehicle, twenty-five cents per day, in addition to the remuneration prescribed in terms of sub-clauses (1), (3) and (6).

(4) *Calculation of monthly remuneration.*—Whenever remuneration due to an employee is, in terms of the proviso to clause C (1) paid monthly, the remuneration payable in any month shall be four and one-third times the weekly remuneration prescribed for an employee of his class in subclause (1) (a) and (b).

(5) *Differential rates.*—An employee other than a casual driver of a motor vehicle, who is required or permitted to perform work for which a higher rate of wages is prescribed in subclause (1) (a) and (b) than his usual rate of wage shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed; and a casual driver of a motor vehicle who on any day is required or permitted to perform work in respect of which different wages are prescribed in subclause (1) (c) and (d) shall be paid the higher or highest of such rates.

For the purpose of this subclause the wages payable to an employee, other than a casual driver of a motor vehicle, in respect of any one day shall be not less than one-sixth of the weekly wage prescribed in subclause (1) (a) and (b) of the higher rated work performed.

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

(a) for each night of such absence: R2: Provided that where the employer provides a bed this allowance may be reduced to R1 per night; and

(b) 50c for each meal necessarily obtained during such absence.

C. Payment of Remuneration

(1) *Employees other than casual drivers of motor vehicles.*—Remuneration shall become due and be paid in cash weekly, not later than 30 minutes after the completion of the day's work, on the usual pay-day or on termination of employment if this takes place before the usual pay-day; provided that an employer may, with the consent of his employee pay the remuneration due monthly.

(2) *Casual driver of motor vehicle.*—A casual driver shall be paid his remuneration in cash on termination of his contract of employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of any employee.

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

(5) *Board and lodging.*—Subject to the provisions of any other law, an employer shall not require his employee to board and/or lodge with him or at any place nominated by him.

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

(a) Where an employee absents himself from work, a *pro rata* amount for the period of such absence;

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

(c) deductions referred to in clause 17 of Part I of this Agreement;

(d) with the written consent of the employee, deductions for insurance or pension funds;

(e) deductions of contributions to the funds of the trade unions in terms of clause 31 of Part I of this Agreement;

(f) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per week	Per month
	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20

D. Gewone Werkure, Oortyd en Betaling vir Oortydwerk

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie—

(a) in die geval van 'n ander werknemer as 'n los bestuurder van 'n motorvoertuig—

(i) meer as vier-en-veertig in 'n bepaalde week van Maandag tot en met Vrydag wees nie;

(ii) meer as nege op vyf dae per week en sewe op die ander dag wees nie, mits dit nie altesaam meer as 44 per week is nie; Met dien verstande dat, as daar op 'n bepaalde dag van 'n werknemer vereis word om later as 11 vm. met sy werk te begin, hy vir die berekening van die gewone werkure en oortydwerkure geag moet word om 11 vm. te begin werk het;

(b) in die geval van 'n los bestuurder van 'n motorvoertuig, meer as nege op 'n dag te wees nie.

(2) *Oortydure.*—Alle ure wat daar langer gewerk word as die maksimum getal gewone werkure wat in subklousule (1) voorgeskryf word, word geag oortydwerkure te wees.

(3) *Betaling vir oortydwerk.*—'n Werknemer wat oortyd werk moet vir elke uur of gedeelte daarvan minstens die volgende betaal word:—

(a) In die geval van 'n werknemer wat per week betaal word, een en 'n derde keer die weekloon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a) en (b), gedeel deur 44;

(b) in die geval van 'n weeklikse werknemer, een en 'n derde maal die weekloon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a) en (b), gedeel deur vyftig; en

(c) in die geval van 'n los bestuurder van 'n motorvoertuig, een en 'n derde maal die loon voorgeskryf in klousule B (1) (c) en (d), gedeel deur nege.

(4) *Beperking op oortyd.*—'n Werkgewer mag nie sy werknemer toelaat of van hom vereis om oortyd vir meer as—

- (a) twee uur op 'n dag;
- (b) nege uur in 'n week;

te werk nie.

(5) *Betaling vir Sondae.*—Tyd op 'n Sondag gewerk, mag nie as deel van die gewone werkure of as oortydwerk gereken word nie, maar moet daarvoor betaal word teen minstens die volgende spesiale skale:—

(a) In die geval van 'n weeklikse werknemer, uitgesonderd 'n werknemer bedoel in paragraaf (c), dubbel die weekloon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a) en (b), gedeel deur ses;

(b) in die geval van 'n los bestuurder, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (c) en (d) vir elke Sondag of gedeelte daarvan gewerk;

(c) in die geval van 'n werknemer bedoel in die voorbehoudbepaling van klousule E (1) (b), dubbel die dagloon voorgeskryf in klousule B (1) (d), gedeel deur nege vir elke uur of gedeelte daarvan gewerk, met 'n minimum betaling vir vier uur.

(6) *Betaling vir openbare vakansiedae.*—'n Werknemer wat op Kersdag, Goeie Vrydag of Geloftedag werk, moet minstens die volgende betaal word:—

(a) In die geval van 'n weeklikse werknemer, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a) en (b), gedeel deur ses;

(b) in die geval van 'n los bestuurder van 'n motorvoertuig, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (c) en (d);

vir elke dag of gedeelte daarvan.

(7) *Etensure.*—Nadat 'n werknemer vyf uur lank gewerk het, moet daar aan hom een uur toegestaan word as etenstyd, en gedurende sodanige pose mag daar geen werk verrig word nie; Met dien verstande dat as 'n werkgewer van sy werknemer vereis om meer as een uur as etenstyd te neem, alle tyd langer as een uur gereken moet word as deel van die gewone werkure.

(8) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousule (7), moet alle werkure op 'n dag aaneenlopend wees.

E. Rustye

(1) Geen werkgewer mag van sy werknemer vereis of hom toelaat—

(a) om so te werk dat die werknemer nie minstens 12 aaneenlopende ure rustyd het nie in 'n tydperk van 24 uur, bereken naaf die tyd waarop die werknemer op 'n bepaalde dag met sy werk begin;

(b) om so te werk dat d'e werknemer nie een hele dag vir rus in elke sewe agtereenvolgende dae het nie: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer van wie vereis word om vir hoogstens vier uur op 'n Sondag te werk met die doel om 'n stoomwa te bedien.

D. Hours of Work, Ordinary and Overtime, and Payment for Overtime

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee shall not exceed—

(a) in the case of an employee other than a casual driver of a motor vehicle—

(i) forty-four in any week from Monday to Saturday inclusive;

(ii) nine on five days in any week and seven on the other day; provided that the weekly total does not exceed 44;

provided that if an employee is required on any day to commence work later than 11 a.m. he shall, for the purpose of calculating the ordinary hours of work and overtime be deemed to have commenced work at 11 a.m.;

(b) in the case of a casual driver of a motor vehicle, nine on any day.

(2) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours prescribed in subclause (1) shall be deemed to be overtime.

(3) *Payment for overtime.*—An employee who works overtime shall be paid for each hour or part thereof not less than—

(a) in the case of a weekly paid employee, one and a third times the weekly wage prescribed for an employee of his class in clause B (1) (a) and (b) divided by 44; and

(b) in the case of a weekly employee, one and a third times the weekly wage prescribed for an employee of his class in clause B (1) (a) and (b) divided by fifty; and

(c) in the case of a casual driver of a motor vehicle, one and a third times the wage prescribed in terms of clause B (1) (c) and (d) divided by nine.

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

(a) two hours on any day;

(b) nine hours in any week.

(5) *Payment for Sundays.*—Time worked on a Sunday shall not be reckoned as part of the ordinary hours of work or overtime but shall be paid for at not less than the following special rates:—

(a) In the case of a weekly employee, other than an employee referred to in paragraph (c), double the weekly wage prescribed for an employee of his class in clause B (1) (a) and (b) divided by six;

(b) in the case of a casual driver, double the wage prescribed for an employee of his class in clause B (1) (c) and (d) for each Sunday or part thereof worked;

(c) in the case of an employee referred to in the proviso to clause E (1) (b), double the daily wage prescribed in clause B (1) (d) divided by nine for each hour or part thereof worked, with a minimum payment for four hours.

(6) *Payment for public holidays.*—An employee who works on Christmas Day, Good Friday or the Day of the Covenant shall be paid not less than—

(a) in the case of a weekly employee, double the wage prescribed for an employee of his class in clause B (1) (a) and (b) divided by six;

(b) in the case of a casual driver of a motor vehicle, double the wage prescribed for an employee of his class in clause B (1) (c) and (d);

for each day or part thereof.

(7) *Meal hours.*—An employee shall be allowed one hour for a meal after five hours work during which interval no work shall be performed; provided that if an employer requires his employee to take more than one hour for a meal, all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

(8) *Hours of work to be consecutive.*—Subject to the provisions of subclause (7) all hours of work on any day shall be consecutive.

E. Rest Periods

(1) No employer shall require or permit his employee to work—

(a) so that the employee has not at least 12 consecutive hours for rest in any period of 24 hours calculated from the time the employee commences work on any day;

(b) so that the employee has not one complete day for rest in every seven consecutive days; provided that this paragraph shall not apply to an employee who may be required to work on a Sunday for not more than four hours for the purpose of attending to a steam wagon.

F. Siekteverlof

Aan 'n werknemer wat drie maande diens by dieselfde werkgever voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor daar skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is), wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet daar siekteverlof van altesaam hoogstens ses werkdae in 'n bepaalde jaar diens toegestaan word en ten opsigte van elke dag moet daar aan hom 'n bedrag betaal word van minstens een sesde van die weekloon wat die werknemer onmiddellik voor die datum van sodanige verlof ontvang het: Met dien verstande dat 'n werkgever van sy werknemer mag vereis om 'n doktersertifikaat ten opsigte van 'n afwesigheid van meer as twee dae in te dien as bewys van sodanige siekte of ongeluk.

G. Verbod op Stukwerk of Taakwerk

Geen werkgever mag van sy werknemer vereis of hom toelaat om stukwerk of taakwerk te verrig nie.

H. Uniforms

'n Werkgever wat van sy werknemer vereis om 'n uniform te dra, moet sodanige uniform gratis verskaf, laat was of skoonmaak, en dit bly die eiendom van die werkgever.

I. Dienssertifikaat

'n Werknemer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los bestuurder van 'n motorvoertuig, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volgende gemeld word: Die volle naam van die werkgever en van die werknemer, die datum waarop die dienskontrak in werking getree het, die datum van beëindiging daarvan en die besoldiging op die datum van sodanige beëindiging.

J. Logboek

(1) Elke werkgever moet 'n logboek met duplike bladsye en so na as moontlik in onderstaande vorm, verskaf vir die gebruik van elke werknemer in sy diens:—

DAAGLIKSE LOG

Naam van werkgever	.....
Naam van bestuurder	.....
Tipe voertuig en goedgekeurde loonvrag	.....
Getal sleepwaens aan voertuig gehaak	.....
Tyd waarop werk begin	.....
Tyd waarop werk eindig	.....
Getal gewone ure gewerk	.....
Etenstyd (tye) van _____ vm./nm. tot _____ vm./nm.	.....
Onklaarrakings, ongelukke en/of ander vertragings	.....

Handtekening van bestuurder

Datum 19

(2) Tensy 'n werknemer weens siekte of 'n ander onvermydelike oorsaak nie in staat is om dit te doen nie, moet hy, wanneer hy voorsien word van die logboek gemeld in subklousule (1), sodanige logboek in duplo en op 'n manier wat so na as moontlik in die voorgeskrewe vorm moet wees byhou ten opsigte van elke dag se werk, en moet hy binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n volledig ingevulde kopie daarvan aan sy werkgever oorhandig.

(3) Elke werkgever moet die ingevulde kopie van die daaglikse logboek bewaar vir 'n tydperk van drie jaar na die datum waarop dit ingevel is.

K. Beëindiging van Dienskontrak

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los bestuurder van 'n motorvoertuig, moet minstens een uur vooraf kennis gee van die beëindiging van 'n dienskontrak of moet in plaas daarvan 'n bedrag gelyk aan een uur se loon wat die werknemer gedurende die week onmiddellik voor die beëindiging van die dienskontrak ontvang het, betaal of verbeur: Met dien verstande dat hierdie bepalings nie die volgende raak nie:—

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

(b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewing termyn wat vir beide partye ewe lank is en langer is as een uur: Voorts met dien verstande dat, as 'n ooreenkoms ooreenkomsdig paragraaf (b) aangegaan is, die betaling of verbeuring in plaas van kennisgewing eweredig moet wees aan die tydperk van die kennisgewing soos ooreengekom.

F. Sick Leave

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

G. Prohibition of Piece-work or Task-work

No employer shall require or permit his employee to perform piece-work or task-work.

H. Uniforms

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

I. Certificate of Service

An employer shall upon termination of the contract of employment of any of his employees, other than a casual driver of a motor vehicle, furnish such employee with a certificate of service showing the full name of the employer and of the employee, the date of commencement of the contract of employment, the date of termination thereof, and the rate of remuneration at the date of such termination.

J. Log Book

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

DAILY LOG

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

Signature of driver

Date 19

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

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

K. Termination of Contract of Employment

(1) An employer or his employee other than a casual driver of a motor vehicle, shall give not less than one hour's notice to terminate the contract of employment or shall pay or forfeit in lieu thereof an amount equal to one hour's wages which the employee was receiving during the week immediately preceding the termination of the contract of employment; provided that this shall not affect—

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

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one hour; provided further that if an agreement has been entered into in terms of paragraph (b) the payment of forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon.

(2) Die kennisgewing in subklousule (1) hiervan bedoel mag nie met 'n tydperk van jaarlikse verlof, militêre opleiding of met 'n tydperk van afwesigheid weens siekte van hoogstens ses dae saamval nie.

Hierdie Ooreenkoms is namens die partye op 17 November 1969 onderteken.

J. F. KLOPPER, Voorsitter.

J. R. MYER, Ondervoorsitter.

I. R. MYER, Onervaorsitter.
R. J. TIBSHIRANY, Sekretaris.

Nywerheidsraad vir die Meubelnywerheid, Transvaal.

No. R. 125

16 Januarie 1970

WET OF FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, TRANSVAAL

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 124 van 16 Januarie 1970, oor die algemeen vir werknemers wie se werkure 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

(2) The notice referred to in subclause (1) hereof shall not run concurrently with any periods of annual leave, military training or absence, to the extent of six days, due to illness.

This Agreement signed on behalf of the Parties on 17 November 1969.

J. F. KLOPPER, Chairman.

J. P. HEGGER, Chairman.
I. R. MYER, Vice-Chairman.

R. R. MIYER, Vice Chairman.
R. J. TIBSHIRANY, Secretary.

Industrial Council for the Furniture Manufacturing Industry,
Transvaal

No. R-125

16 January 1970

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, Transvaal, published under Government Notice R. 124 of 16 January 1970, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

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