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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2206

10 December 1971

INDUSTRIAL CONCILIATION ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE

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, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade unions which entered into the 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 Agreement, excluding those contained in clauses 1 (a), 2, 8 (4) (f) and (h), 21, 23, 24 and 27, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Orange Free State; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Orange Free State and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 8 (4) (f) and (h), 11, 21, 23, 24 and 27, 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.

A—70993

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2206

10 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956
MEUBELNYWERHEID, ORANJE-VRYSTAAT
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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 8 (4) (f) en (h), 21, 23, 24 en 27, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie die Oranje-Vrystaat; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 8 (4) (f) en (h), 11, 21, 23, 24 en 27, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die provinsie die Oranje-Vrystaat *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.

1—3331

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE AGREEMENT

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

Vereniging van Meubelfabrikante en Stoffeers, O.V.S.

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

National Association of Furniture and Allied Workers of S.A. and the

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State.

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Province of the Orange Free State by all employers who are members of the employers' organisation and who are engaged in the Furniture Industry, and by all employees who are members of the trade union and who are employed in that Industry.

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

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

(ii) shall, unless inconsistent with the terms of the Apprenticeship Act, 1944, or any contract entered into thereunder or any condition imposed in terms of the said Act, apply to apprentices.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force for 3 (three) years or for such period as the Minister may determine.

3. DEFINITIONS

(1) Unless the contrary appears, any expression used in this Agreement and which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act; any reference to an Act shall include any amendment to such Act and unless inconsistent with the context—

"labourer" means an employee other than a learner packer, for whom a wage of 23,25 cent per hour is prescribed for the first year that this Agreement is binding;

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

"Fund" means the Holiday Fund for the Furniture Manufacturing Industry of the Orange Free State referred to in clause 12 of this Agreement;

"establishment" means any premises or portion thereof whether registered as a factory of not, wherein or whereon the Industry, or any part thereof, as herein defined, is carried on;

"Bonus Fund" means the Orange Free State Bonus Fund for Furniture Workers referred to in clause 11 of this Agreement;

"office employee" means an employee who is engaged in writing, typing, filing or any other clerical work, and shall include a cashier and a telephone operator;

"short-time" means a temporary reduction in the number of hours of work due to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT

OOREENKOMS

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

Vereniging van Meubelfabrikante en Stoffeers, O.V.S.

(hierna 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 (hierna die "werknemers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die provinsie Oranje-Vrystaat nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid werksaam is.

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel 48 van die Wet vasgestel word en bly vir 3 (drie) jaar van krag of vir sodanige tydperk as wat deur hom bepaal word.

3. WOORDOMSKRYWINGS

1. Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, omskryf is, dieselfde betekenis as in daardie Wet; by alle verwysings na 'n Wet is ook alle wysigings van daardie Wet inbegrepe, en tensy strydig met die samehang, beteken—

"arbeider", 'n werknemer, uitgesonders 'n leerling-verpakker, vir wie 'n loon van 23,25 sent per uur voorgeskryf word vir die eerste jaar wat hierdie Ooreenkoms bindend is;

"besoldiging", enige geldbetaling wat gedoen of verskuldig is aan 'n persoon en wat op enigerlei wyse die gevolg is van sy indiensneming;

"Fonds", die Vakansiefonds vir die Meubelnywerheid van die O.V.S., waarna daar verwys word in klousule 12 van hierdie Ooreenkoms;

"bedryfsinrigting", enige perseel of gedeelte daarvan of dit as 'n fabriek geregistreer is al dan nie, waarin of waarop die Nywerheid of gedeelte daarvan, soos hierin omskryf, beoefen word;

"Bonusfonds" die O.V.S. Bonusfonds vir Meubelwerkers waarna daar verwys word in klousule 11 van hierdie Ooreenkoms;

"kantoorwerknemer", 'n werknemer wat skryf, tik, laseer of enige ander klerklike werk doen, asook 'n kassier en 'n telefonis;

"korttyd", 'n tydelike vermindering van die getal werke, te wyte aan 'n handelslapte, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat deur ongeluk of ander onvoorsiene noodtoestand veroorsaak is;

"leerling", 'n werknemer, uitgesonders 'n vakleerling, arbeider, leerling-verpakker of proefleerling wat ten tyde van sy indiensneming 'n minderjarige is of was en wat as leerling enige klas werk leer wat uitdruklik in sy leerlingstifikaat gespesifiseer word;

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

"wage" means that portion of the remuneration payable in cash to an employee in respect of his ordinary hours of work referred to in clause 7 and prescribed for him in clause 34 or, when an employer regularly pays an employee in respect of his ordinary hours of work an amount higher than that so prescribed, such higher amount;

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

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

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

"storeman or warehouseman" means an employee in charge of stocks who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and for the delivery of goods from a store or warehouse to departments or for despatch;

"major learner in studio couch making" means an employee other than an apprentice, labourer, learner, learner packer or probationer, who, at the time of his engagement, is or was a major and who is employed exclusively in learning the upholstery processes in the manufacture of studio couches;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or re-polishing, making of loose covers and/or cushions and/or curtains and/or making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, 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/or polishing and/or re-polishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments, radio or wireless sets, and shall include the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and chair cushions, and shall include the activities carried on in any premises where wood-machining, wood-turning and/or wood carving in connection with the manufacture of furniture is carried on; and shall further include the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the manufacture of furniture or any operation associated with the final preparation of any article, either in whole or in part, is carried on, and the veneering of laminated block-board or plywood doors, used for furniture, but shall exclude the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, excluding the manufacture of metal bedsteads;

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

"emergency work" means any work necessitated by a breakdown of plant or machinery, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours prescribed in clause 7; and any other work arising from unforeseen circumstances such as fire, storm, accident, act of violence or theft which must be done without delay;

"experience" means the total periods of employment which an employee has had in a trade or the type of work performed by him in the Furniture Manufacturing and/or allied Industry;

"probationer" means an employee under the age of 21 years who is employed in a trade designated in terms of the Apprenticeship Act, 1944, but not an apprentice or a labourer;

"unladen weight" means the weight of any motor vehicle or trailer as it appears or is recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; Provided that in the case of a motor cycle, motor cycle with side car (combination) or three-wheeled motor the unladen weight shall be deemed not to exceed 1 000 lb;

"Council" means the Industrial Council for the Furniture Manufacturing Industry in the Orange Free State, registered in terms of section 19 of the Act;

"loon", dié gedeelte van besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 7 genoem en vir hom voorgeskryf in klousule 34 of, waar 'n werkgewer 'n werknemer ten opsigte van sy gewone werkure gereeld 'n bedrag betaal wat hoër is as die bedrag aldus voorgeskryf, sodanige hoër bedrag;

"los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"masjienonderhoudwerktuigkundige", 'n werknemer wat uitsluitlik almal of enigeen van die volgende werksaamhede verrig:

Defekte opspoor in masjinerie wat in verband met 'n bedryfsinrigting gebruik word, masjinerie opknop of heelmaak, of toesig oor al hierdie werksaamhede of enigeen daarvan hou;

"magasynmeester of pakhuisman", 'n werknemer met beheer oor voorrade, wat verantwoordelik is vir die ontvangs, opberging, opmaak, verpakking of uitpak van goedere in 'n magasyn of pakhuis en vir die aflewering van goedere uit 'n magasyn of pakhuis aan afdelings of vir versending;

"meerderjarige leerling in die maak van ateljee-rusbanke", 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerling, leerlingverpakker, of proefleerling, wat by sy indiensneming 'n meerderjarige is of was en wat uitsluitlik as leerling werksaam is in die stoffeerprosesse vir die maak van ateljee-rusbanke;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, die vervaardiging, of in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat word, en omvat o.a. die ondergenoemde werksaamhede:

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van kasveermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, hout-snywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë, of teaters en kabinette vir musiekinstrumente en radio of draadloosstelle en omvat die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, bomatrasse, bedkussings, peule en stoelkussings en omvat die bedrywighede op enige persele waar masjienwerk, houtdraai en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak van, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels of in die geheel of gedeeltelik, gedoen word, en die fineer van deure gemaak van reepplaagblokbord of laaghout, wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottange gemaak en die vervaardiging van metaalmeubels uitsluitende die vervaardiging van metaalkatels;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig bestuur" alle tydperke waartydens bestuur word en alle tyd wat 'n bestuurder aan 'n voertuig of vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

"noodwerk", enige werk veroorsaak deur 'n onklaarraking van installasie of masjinerie, of in verband met die opknop of regmaak van installasie of masjinerie wat nie gedurende die gewone werkure, voorgeskryf in klousule 7, verrig kan word nie, en enige ander werk wat voortspruit uit 'n onvoorsiene voorval vanweë oorsake soos brand, storm, ongeluk, gewelddaad of diefstal en wat sonder versuim verrig moet word;

"ondervinding", die totale tydperke van diens wat 'n werknemer gehad het in 'n beroep of soort werk wat hy verrig, in die Meubel- en/of verwante nywerheid;

"proefleerling", 'n werknemer wat onder die leeftyd van 21 jaar is en wat diens doen in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, maar nie 'n vakleerling of 'n arbeider nie;

"gewig sonder vrag", die gewig van 'n motorvoertuig of sleepwa, soos dit voorkom, of aangegee is op die lisensie of sertiikaat wat ten opsigte van die voertuig of sleepwa uitgereik word deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik; met dien verstande dat, in die geval van 'n motorfiets, motorfietswywaentjie (kombinasie) of motor-drie-wieler, die gewig sonder vrag as onder 1 000 lb beskou moet word;

"Raad", die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat, geregistreer kragtens artikel 19 van die Wet;

"piece-work", subject to the provisions of clause 5 of this Agreement, means any system under which an employee's remuneration is based solely on the quantity or the output of work done;

"time-keeper" means a person who is responsible for any apparatus, time recorder and/or register relating to the work performed by an employee, and who may perform any clerical work in connection therewith;

"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;

"packer" means an employee, other than a labourer, who is engaged in packing furniture in cases or crates, hessian or similar material for despatch and who has had not less than two years' experience of such work;

"despatch clerk" means an employee who is responsible for the despatch or packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, marking, packing, addressing or despatch of such goods;

"working proprietor", "working partner" and "working director" means an employer who is personally engaged in his own establishment in any of the operations or activities specified in clause 34 of this Agreement;

"Act" means the Industrial Conciliation Act, 1956.

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

4. PIECE-WORK

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

5. INCENTIVE SCHEME

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

(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 which is a party to this Agreement and whose members are involved, may agree upon the terms of any such scheme.

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

(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 terms of this clause shall not apply to apprentices.

6. OUTWORK

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

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than the premises registered under the Factories,

"stukwerk", behoudens die bepalinge van klousule 5 van hierdie Ooreenkoms, enige stelsel waarvolgens die betaling van lone uitsluitlik gegrond word op die hoeveelheid werk wat verrig of geproduseer is;

"tydopnemer", 'n persoon wat verantwoordelik is vir enige apparaat, tydopname-masjien en/of register, wat betrekking het op die werk wat 'n werknemer verrig en wat enige klerklike werk in verband daarmee kan verrig;

"vakleerling", 'n werknemer in diens onder 'n skriftelike kontrak van vakleerlingskap wat ooreenkomstig die bepalinge van die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees;

"verpakker", 'n werknemer, uitgesonderd 'n arbeider, wat meubels in kaste of kratte, goingsak of dergelike materiaal verpak vir versending en wat minstens twee jaar ondervinding van sodanige werk het;

"versendingsklerk", 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymeekaarmaak, nasien, weeg, merk, verpakking, adresseer of versending van sodanige goedere;

"werkende eienaar", "werkende vennoot", en "werkende direkteur", 'n werkgewer wat in sy bedryfsinrigting persoonlik enigen van die werksaamhede verrig wat in klousule 34 van hierdie Ooreenkoms genoem word;

"Wet", die Wet op Nywerheidsversoening, 1956.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy aan die klas behoort waarin hy of sy uitsluitlik of hoofsaaklik in diens is.

4. STUKWERK

Behoudens die bepalinge van klousule 5 van hierdie Ooreenkoms mag geen werkgewer van enige persoon vereis of hom toelaat om stukwerk te verrig nie.

5. AANSPORINGSKEMA

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ooreenkomstig die bepalinge van hierdie Ooreenkoms as 'n tydwerker geregtig sou wees nie, mag 'n werkgewer 'n werknemer se loon baseer op die hoeveelheid werk wat verrig of geproduseer is; met dien verstande dat sodanige loonbetalingstelsel alleenlik toelaatbaar is in die vorm van 'n aansporingskema ten opsigte waarvan die werkgewer en werknemer ooreengekom het, soos in subklousules (2) en (3) uiteengesit.

(2) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee bestaande uit verteenwoordigers van die bestuur en werknemers in die lewe roep wat na oorlegpleging met die vakvereniging wat 'n party by hierdie Ooreenkoms is en wie se lede by die saak betrokke is, ooreen mag kom oor die bepalinge van so 'n skema.

(3) Die bepalinge van sodanige aansporingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en dit mag nie deur die komitee verander of deur enigen van die partye beëindig word nie tensy die partye wat die skema wil verander of beëindig skriftelik die ander party kennis gegee het, soos deur die partye by die aangaan van sodanige ooreenkoms ooreengekom is.

(4) 'n Werknemer wat vir enige tydperk volgens 'n aansporingsbonus in diens geneem is, moet die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporings-bonus-skale, waarvoor daar ingevolge hierdie klousule ooreengekom is.

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

6. BUITEWERK

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

(2) 'n Werknemer wat in die Meubelnywerheid werksaam is, mag nie terwyl hy in diens van 'n werkgewer in sodanige Nywerheid is, enige werk in verband met die Meubelnywerheid op sy eie, vir verkoop, of namens 'n ander persoon of firma vra, onderneem of bestellings daarvoor neem nie, hetsy teen vergoeding al dan nie.

(3) Met uitsondering van sodanige buitewerk as waarvoor daar in subklousule (1) hiervan voorsiening gemaak word, mag geen werkgewer en/of werknemer werk in verband met die

Machinery and Building Work Act, 1941, or in work-rooms registered with the Council and used solely for work in the Furniture Manufacturing Industry, except such outwork as is provided for in subclause (1) hereof.

7. HOURS OF WORK, ORDINARY AND OVERTIME, REST INTERVALS AND PAYMENT FOR OVERTIME

(1) Save as may be otherwise provided in this Agreement, no employer shall require or permit an employee for whom wages are prescribed in clause 34, other than one solely employed as a watchman—

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

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

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

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

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

(3) An employer shall grant to each of his employees a rest interval of 10 minutes as nearly as practicable in the middle of each morning and afternoon work period and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(4) An employer shall not require or permit a female employee to work—

(i) between 6 p.m. and 6 a.m., or

(ii) after 1 p.m. on more than five days in any week.

(5) *Night shifts.*—Subject to the provisions of subclause (3) an employer shall have the right to operate his establishment both in the day and night, provided that any time worked between 6 p.m. and 6 a.m. shall be regarded as a night shift. All employees who are required or permitted to work on a night shift, shall, in addition to the prescribed wage rate, receive a further 10 per cent (ten per centum) of the prescribed rate for all time worked during the night shift.

All work performed by any employee after the completion of the day shift in the establishment concerned, shall be regarded as overtime, subject to the provisions of subclause (6) hereof.

(6) (a) *Overtime.*—All time worked outside the weekly or daily hours of work laid down in clause 7 (1) of the Agreement, or worked outside the ordinary hours of work as specified in the notice which is required to be displayed in terms of clause 7 (11) of the Agreement shall be regarded as overtime: Provided that where an employee in any specific week is absent from work for a portion of or for all the ordinary hours of a shift or shifts worked in the establishment concerned, such ordinary hours not worked by the employee, notwithstanding the provisions of subclause (1) of this clause, may be deducted from the hours of overtime worked by such employee and the hours so deducted may be paid for at the employee's ordinary rate of pay: Provided that—

(i) if the number of ordinary hours of work the employee is absent in any specific week, is more than the number of hours overtime worked by him, all such hours of overtime work may be paid for at the employee's ordinary hourly wage; and

(ii) the provisions of this subclause shall not apply where an employee is absent from work with the consent of his employer or where he is absent because of illness or circumstances beyond his control, and that hours of overtime worked in such a case shall be paid for at the overtime rate applicable to the hours of overtime worked by him: Provided

Meubelnywerheid in 'n ander perseel as die perseel geregistreer ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, of werkkamers wat by die Raad geregistreer is en wat uitsluitlik gebruik word vir werk in die Meubelnywerheid, onderneem nie.

7. WERKURE, GEWONE EN OORTYD, RUSPOUSES EN BETALING VIR OORTYD

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer vir wie lone in klousule 34 voorgeskryf is, uitgesonderd een wat uitsluitlik as wag werksaam is, vereis of hom toelaat—

(a) om meer as 44 uur, etensyde uitgesluit, in enige week te werk; of

(b) om meer as 8 uur, etensyde uitgesluit, op enige dag te werk; met dien verstande dat in 'n bedryfsinrigting—

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

(ii) dit van werknemers wat gewoonlik nie meer as vyf dae in 'n week werk nie vereis of hulle toegelaat kan word om 'n bykomende tydperk van hoogstens een en 'n kwart uur op enige dag te werk; of

(c) om vir 'n onafgebroke tydperk van meer as vyf uur sonder 'n onderbroke pouse van minstens een uur te werk; met dien verstande dat dit vir die toepassing van hierdie paragraaf 'n werkdag tydperk wat onderbreek word deur 'n pouse van minder as een uur, geag word onafgebroke te wees.

(2) Die gewone werkure van 'n nagwag mag nie 72 uur in enige week van ses dae oorskry nie, met dien verstande dat daar van 'n nagwag vereis kan word om sewe nagte in 'n week te werk in welke geval sy werkgewer hom benewens sy weekloon, 'n bedrag gelyk aan een-derde van sy weekloon ten opsigte van werk verrig op die sewende nag moet betaal.

(3) 'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van 10 minute so na as moontlik aan die middel van die oggend- en namiddagwerkdag tydperke toestaan waarin van so 'n werknemer nie vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse moet as deel van die gewone werkure beskou word.

(4) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om te werk nie—

(i) tussen 6-uur nm. en 6-uur vm.; of

(ii) na 1-uur nm. op meer as 5 dae in 'n week nie.

(5) *Nagskofwerk.*—Behoudens die bepalings van subklousule (3), mag 'n werkgewer sy bedryfsinrigting sowel gedurende die nag as die dag laat werk, met dien verstande dat enige tyd wat tussen 6-uur nm. en 6-uur vm. gewerk word, as nagskof beskou moet word. Alle werknemers wat verplig of toegelaat word om nagskof te werk, moet, benewens die voorgeskrewe loonskaal, 'n verdere 10% (tien persent) van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

Alle werk deur 'n werknemer verrig na voltooiing van die dagskof in die betrokke bedryfsinrigting word behoudens die bepalings van subklousule (6) hiervan as oortyd beskou.

(6) (a) *Oortyd.*—Alle tyd wat gewerk word buite die weeklikse of daaglikse werkure voorgeskryf in klousule 7 (1) van die Ooreenkoms, of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (11) van die Ooreenkoms vertoon moet word, word geag oortyd te wees: Met dien verstande dat waar 'n werknemer in 'n bepaalde week van sy werk af wegbly vir 'n deel van, of vir al die gewone ure van 'n skof of skofte wat in die betrokke bedryfsinrigting gewerk word kan sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks die bepalings van subklousule (1) van hierdie klousule, afgetrek word van die ure wat sodanige werknemer oortyd gewerk het en kan daar vir die ure aldus afgetrek betaal word teen die werknemer se gewone loon: Met dien verstande voort—

(i) dat as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure wat hy gewerk het, kan daar vir al sodanige oortydure betaal word teen die werknemer se gewone uurloon: en

(ii) dat waar 'n werknemer van sy werk afwesig is met die toestemming van sy werkgewer of waar hy afwesig is weens siekte of omstandighede buite sy beheer, die bepalings van hierdie subklousule nie van toepassing is nie en dat daar vir die oortydure wat in so 'n geval gewerk is, betaal moet word teen die oortydloon wat van toepassing is op die oortydure wat hy gewerk het: Met dien verstande dat 'n werkgewer na twee (2) dae afwesigheid kan vereis dat 'n werknemer

that an employer may after two (2) days, absence require that an employee submit a medical certificate as proof of the cause of his absence.

Payment in terms of this subclause shall be made in accordance with the provisions of subclause (9) of this clause of the Agreement.

(b) An employee feeling aggrieved by the application on him of any of the provisions of paragraph (a) hereof, may appeal to the Council against the decision and the Council may, after considering all grounds for such a decision, confirm the said decision or take another decision which, in his opinion, should have been taken in that case.

(7) Subject to the provisions of paragraphs (a) and (b) of subclause (1) of this clause, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) 10 hours; or

(b) a number of hours (which may exceed 10) determined by the Council in a written notice 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, subject to the approval of the Council, the Secretary of the Council may, in cases of urgency, grant such approval; provided further that no employer shall require or permit a female employee to work overtime.

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

(bb) on more than three consecutive days;

(cc) on more than 60 days in the year;

(dd) after completion of her ordinary hours of work 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 not less than 15c and allowed her sufficient time to obtain a meal before the overtime is due to commence.

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

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

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

Provided that if it is proved that 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 to such employee in respect of that portion of such period.

(9) *Payment for Overtime.*—Subject to the provisions of subclause (6) hereof, overtime shall be paid as follows for each hour or part of an hour so worked:

(i) 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 one third times the wage of the employee concerned;

(ii) for any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m., on Saturdays, at double the wages of the employee concerned. For work performed on Sundays, the employee shall either be paid at least twice a full day's remuneration or double his remuneration in respect of the entire period worked by him on such Sunday, whichever is the larger amount. For any time worked on Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and New Year's Day, in addition to the day's wage due in respect of each of these days, at double the wage of the employee concerned;

(iii) for all hours worked in excess of the daily hours laid down in clause 7 (1) of this Agreement in respect of which no overtime is payable under paragraphs (i) and (ii) of this subclause, at one and one third times the wage of the employee concerned.

(10) The provisions of subclause 1 (1) (c), (3), (4) and (5) shall not apply to an employee engaged on emergency work.

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

'n mediese sertifikaat moet voorlê as bewys van die oorsaak van sy afwesigheid. Betaling ingevolge hierdie subklousule moet geskied volgens die belyings van subklousule (9) van hierdie klousule van die Ooreenkoms.

(b) 'n Werknemer wat deur die toepassing op hom van enige van die belyings van paragraaf (a) hiervan veronreg voel, kan by die Raad teen die besluit appél aanteken, en die Raad kan, na hy alle redes wat vir so 'n besluit voorgelê is, oorweeg het, daardie besluit bekragtig of 'n ander besluit neem wat na sy mening in daardie geval geneem behoort te gewees het.

(7) Behoudens die belyings van paragrawe (a) en (b) van subklousule (1) van hierdie klousule, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk in een week van hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as 10 kan wees) wat die Raad vasstel deur middel van 'n skriftelike kennisgewing aan die werkgewer waarin die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en voorwaardes waarop dit geldig is, bepaal word: Met dien verstande dat die Sekretaris van die Raad, onderworpe aan die goedkeuring van die Raad, in dringende gevalle sodanige toestemming kan verleen: Met dien verstande verder dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om oortyd te werk—

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

(bb) op meer as drie agtereenvolgende dae nie;

(cc) op meer as 60 dae in die jaar nie;

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

(i) sodanige werknemer voor 12-uur die middag daarvan in kennis gestel het; of

(ii) aan sodanige werknemer 'n genoegsame maal verskaf het voordat sy met oortyd begin; of

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

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

(a) gedurende die hele pouse in sy werk indien dit hom nie vrystaan om die perseel van sy werkgewer vir die hele pouse te verlaat nie; of

(b) gedurende enige tydperk waarin hy op die perseel van sy werkgewer is:

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

(9) *Betaling vir oortyd.*—Behoudens die belyings van subklousule (6) hiervan word vir elke uur of gedeelte van 'n uur oortyd gewerk, soos volg betaal:

(i) Vir alle tyd na die gewone sluitingstyd en tot om 10 nm. op enige dag van Maandag tot Vrydag, of tot om 6 nm. op Saterdag gewerk, teen die skaal van een en 'n derde maal die loon van die betrokke werknemer;

(ii) vir alle tyd tussen 10 nm. en die gewone begintyd van Maandag tot Vrydag, of na 6 nm. op Saterdag teen dubbel die loon van die betrokke werknemer. Vir werk op Sondag verrig moet die werknemer minstens 'n volle dag se dubbel besoldiging betaal word of dubbel sy besoldiging ten opsigte van die hele tydperk wat hy op dié Sondag werk, watter ook al die meeste is. Vir alle tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag en Nuwejaarsdag, benewens die dag se loon verskuldig teen opsigte van die dae, teen dubbel die loon van die betrokke werknemer;

(iii) vir alle ure wat daar langer gewerk word as die daaglikse ure soos voorgeskryf in klousule 7 (1) van hierdie Ooreenkoms en ten opsigte waarvan geen oortydbesoldiging kragtens paragrawe (i) en (ii) van hierdie subklousule betaalbaar is nie, teen een en 'n derde maal die loon van die betrokke werknemer.

(10) Die belyings van subklousules 1 (1) (c), (3), (4) en (5) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(11) Elke werkgewer moet in sy bedryfsinrigting op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing vertoon in die vorm voorgeskryf in Aanhangsel B van die Ooreenkoms waarin die begin- en sluitingstyd van die werk op elke dag van die week, die etensuur en voormiddag- en namiddagpouse aangegee word.

8. PAYMENT OF REMUNERATION

(1) Remuneration shall be paid in cash weekly between 4.30 p.m. and 5.30 p.m., on the ordinary pay-day or on termination of employment if this takes place before such ordinary pay-day. The ordinary 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 such Friday.

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

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

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

(a) Save as may be otherwise provided by this Agreement, a *pro rata* amount for any period which an employee is absent from his work for any reason other than on the instruction or at the request of his employer;

(b) save as may be otherwise provided in subclause (a), an amount proportionate to any time during which an establishment may be closed in pursuance of a mutual agreement between the employer and at least 75 per cent of his employees;

(c) With the written consent of the employee, amounts for sick, assurance, pension or other similar funds;

(d) contributions in terms of clause 16 of the Agreement;

(e) any amount which an employer is required or permitted to make in terms of any statutory provisions or order of any competent court;

(f) deductions for trade union subscriptions;

(g) if the ordinary hours of work prescribed in clause 7 are reduced owing to short-time, an amount proportionate to such reduction;

(h) contributions to the Council's sick benefit fund.

9. SHORT-TIME

(1) When, by reason of slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, 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 on account 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.

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee who is included in one of the classes referred to in clause 34 of this Agreement and who, at the date when this Agreement becomes operative, 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: Provided that the Council may authorise a reduction of such higher wage to the level of the wage prescribed for an employee of his class.

11. ATTENDANCE INCENTIVE BONUS

(1) Every employer shall pay at the time and in a way laid down in subclause (3) hereof, in respect of employees qualifying for membership of any of the "trade unions" employed by him, and in respect of every week from the date on which this Agreement comes into force, an Attendance Incentive Bonus of 5 per cent of the ordinary weekly wage earned by an employee during that period.

8. BETALING VAN BESOLDIGING

(1) Besoldiging moet weekliks in kontant betaal word tussen 4.30 nm. en 5.30 nm. op die gewone betaaldag of by diensbeëindiging, indien dit voor die genoemde betaaldag plaasvind. Die gewone betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, en in so 'n geval is die betaaldag die laaste werkdag voor so 'n Vrydag.

(2) Besoldiging verskuldig aan 'n werknemer ingevolge die Ooreenkoms moet aan die werknemer oorhandig word in 'n verseelde kovert waarop die naam van die werkgewer, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

(3) Vir die opleiding van 'n werknemer mag die werkgewer geen premie vra of aanneem nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van opleidingskemas waartoe 'n werkgewer wettig moet bydra nie.

(4) Van die besoldiging aan 'n werknemer verskuldig, mag geen bedrag bereken vir skade aan materiaal of vir watter doel ook al, met uitsondering van die volgende, afgetrek word nie:

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, 'n bedrag wat in verhouding is tot enige tydperk wat 'n werknemer om 'n ander rede as 'n bevel of versoek van sy werkgewer nie by sy werk is nie;

(b) behoudens andersluidende bepalinge in subklousule (a), 'n bedrag eweredig aan enige tyd wat 'n bedryfsinrigting gesluit mag wees ingevolge 'n onderlinge skikking tussen die werkgewer en minstens 75 persent van sy werknemers;

(c) met skriftelike toestemming van 'n werknemer bedrae vir siekte-, versekering-, pensioen- of ander soortgelyke fondse;

(d) bydraes ingevolge klousule 16 van die Ooreenkoms;

(e) enige bedrag wat 'n werkgewer kragtens 'n wetteregterlike bepaling of bevel van 'n bevoegde hof moet maak of toegelaat word om te maak;

(f) aftrekkings vir ledegeld van die vakverenigings;

(g) wanneer die gewone werkeure wat in klousule 7 voorgeskryf word, weens korttyd verminder word, 'n aftrekking eweredig aan die hoeveelheid korttyd gewerk;

(h) bydraes tot die Raad se siektebystandfonds.

9. KORTTYD

(1) Wanneer 'n werkgewer weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie vanweë 'n ongeluk of ander onvoorsiene noodtoestand nie werk vir sy werknemers vir die volle gewone werkeure van sy bedryfsinrigting per week het nie, kan hy, behoudens die bepalinge van hierdie klousule, sy werknemers korttyd laat werk vir hoogstens die tydperk van sodanige handelslapte, tekort aan grondstowwe of algemene onklaarraking van installasie of masjinerie.

(2) Wanneer daar korttyd gewerk word, moet die beskikbare werk onder die betrokke werknemers in enige "afdeling" verdeel word en indien dit nodig blyk om enige werknemers af te dank, is die werknemers wat eerste afgedank moet word diegene wat die laagste lone verdien: Met dien verstande dat geen werknemer weens korttyd afgedank mag word nie, totdat die korttydwerkeure daal tot minder as 35 uur per week oor 'n aaneenlopende tydperk van vier weke.

(3) 'n Werknemer wat hom op enige dag op die gewone begintyd van die bedryfsinrigting vir diens aanmeld en vir wie daar geen werk beskikbaar is nie, moet ten opsigte van so 'n dag 'n bedrag van minstens vier uur se loon betaal word, tensy hy vooraf deur sy werkgewer daarvan in kennis gestel is dat sy dienste op die betrokke dag nie nodig is nie.

10. WERKNEMERS WAT HOER LONE AS DIE VOORGESKREWE LONE ONTVANG

'n Werknemer wat in een van die klasse genoem in klousule 34 van hierdie Ooreenkoms ingesluit is en wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet solank hy in diens van dieselfde werkgewer bly en dieselfde klas werk verrig, 'n loon ontvang wat nie laer is nie as die loon wat hy op sodanige datum ontvang het, met dien verstande dat die Raad 'n vermindering van sodanige hoër loon tot die voorgeskrewe loon vir 'n werknemer van sy klas bepaal, kan magtig.

11. BYWONINGSAANSPORINGSBONUS

(1) Elke werkgewer moet op die tyd en manier voorgeskryf in subklousule (3) hiervan, ten opsigte van werknemers by hom in diens wat kwalifiseer vir lidmaatskap van enige van die "vakverenigings" en ten opsigte van elke week vanaf die datum waarop hierdie Ooreenkoms in werking tree, 'n Bywoningsaansporingsbonus betaal van 5 persent van die gewone weekloon wat 'n werknemer gedurende daardie tydperk verdien het.

For the purpose of this clause "ordinary weekly wage" means the total remuneration received by the employee for ordinary hours of work, with the exception of overtime work.

(2) The employer shall pay the Attendance Incentive Bonus of 5 per cent in addition to remuneration payable to an employee in terms of this Agreement, and such bonus shall not be deducted from the remuneration of such employee: Provided that it need not be paid in respect of any employee for a week during which such an employee did not work a minimum of forty-three and a half (43½) hours during any such working week, unless such absence is due to—

(a) illness up to 30 days in one year in respect of which the employee is capable of submitting a medical certificate when required by the employer, or military training for a maximum period of four (4) months;

(b) other reasons which the employer agrees to or which are approved by him later.

(3) The employer shall, subject to subclause (2) above, pay all amounts payable in terms of subclause (1) hereof, month after month and not later than the 10th day of each month following on the month in respect of which the amount is due, to the Secretary of the Council to be deposited in the fund which is hereby established and which is known as the "O.F.S. Bonus Fund for Furniture Workers", hereinafter referred to as the "Bonus Fund", and when the employer pays such an amount, he shall submit a schedule in the form laid down from time to time by the Council.

(4) (a) The Bonus Fund shall be administered by the Council, and all expenses incurred in connection with the administration of the Bonus Fund shall be charged on the Council's account.

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

(c) The Bonus Fund shall be utilised to distribute an Attendance Incentive Bonus among the employees concerned on the basis and over the periods mentioned below:

Each employer shall be paid between 7 and 16 December an Attendance Incentive Bonus equal to the amount paid in respect of him to the Bonus Fund during the year ending the last week of October.

(5) The Council may from time to time invest some of the moneys of the Bonus Fund, provided that such investment is in accordance with section 21 (3) of the Act, and all interest from such investment accrues to the general funds of the Council as consideration for the administration of the Bonus Fund by the Council.

(6) Attendance Incentive Bonuses remaining unclaimed for a period of two years from the date on which it became payable, accrues to the general funds of the Council: Provided that the Council is liable for the payment, from the general funds of the Council, of Attendance Incentive Bonuses which are due and claimed within a further period of three years after such unclaimed bonuses have accrued to the general funds of the Council: Provided that, should the Council be dissolved within any of the periods mentioned herein, such moneys, notwithstanding provisions to the contrary in this subclause, eventually accrue to the general funds of the Council, namely three months after the date of such dissolution.

(7) In the event of the estate of an employer being sequestered, or in the event of a company which is an employer being placed under liquidation, any moneys due to the employee by such employer in terms of this clause with respect to the Attendance Incentive Bonus, may be claimed by the Council on behalf of such employee.

(8) A public accountant to be appointed by the Council and whose remuneration shall be fixed by the Council, shall audit the accounts of the Bonus Fund at least once a year and shall, not later than 31st March each year, draw up a statement of the following:

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

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

Vir die toepassing van hierdie klousule beteken "gewone weekloon" die totale besoldiging wat die werknemer vir gewone werkure, uitgesonderd oortydwerk, ontvang het.

(2) Die werkgewer moet die Bywoningsaansporingsbonus van 5 persent betaal: benewens besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, en sodanige bonus mag nie van die besoldiging van sodanige werknemer afgetrek word nie: Met dien verstande dat dit nie vir 'n week waarin 'n werknemer versuim om 'n minimum van drie-en-veertig en 'n half uur (43½ uur) in enige sodanige werkweek te werk, ten opsigte van sodanige werknemer betaal moet te word nie, tensy sodanige afwesigheid te wyte is aan—

(a) siekte tot 30 dae in een jaar ten opsigte waarvan die werknemer in staat is om 'n doktersertifikaat voor te lê wanneer die werkgewer dit vereis, of militêre opleiding vir 'n maksimum tydperk van vier 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 gedoponeer te word in die fonds wat hierby gestig word en bekend staan as die "O.V.S. Bonusfonds vir Meubelwerkers", hierna die "Bonusfonds" genoem, en wanneer die werkgewer sodanige bedrag betaal, moet hy 'n staat verstrek in die vorm wat die Raad van tyd tot tyd voorskryf.

(4) (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 tjek getrek op die rekening van die Bonusfonds, 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 Bywoningsaansporingsbonus op onderstaande grondslag en oor ondergenoemde tydperke onder die betrokke werknemers te verdeel:

Tussen 7 en 16 Desember moet daar aan elke werknemer 'n Bywoningsaansporingsbonus betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van Oktober, ten opsigte van hom aan die Bonusfonds betaal is.

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

(6) Bywoningsaansporingsbonusse wat onopgeëis bly vir 'n tydperk van twee jaar met ingang van die datum waarop dit betaalbaar geword het, val die algemene fondse van die Raad toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die algemene fondse van die Raad, van Bywoningsaansporingsbonusse wat gedurende 'n verdere tydperk van drie jaar nadat sodanige onopgeëiste bonusse die algemene 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 bepalinge in hierdie subklousule, uiteindelik die algemene fondse van die Raad toeval en wel drie maande na die datum van sodanige ontbinding.

(7) Indien die boedel van 'n werkgewer gesekwestreer word, of indien 'n maatskappy wat 'n werkgewer is in likwidasie geplaas word, kan enige gelde wat ingevolge hierdie klousule deur sodanige werkgewer aan die werknemer verskuldig is ten opsigte van 'n Bywoningsaansporingsbonus deur die Raad namens sodanige werknemer geëis word.

(8) 'n Openbare rekenmeester, wat deur die Raad aangestel moet word en wie se besoldiging deur die Raad bepaal moet word, moet die rekeninge 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.

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

(10) In the event of the expiry of this Agreement or an extension or renewal thereof by effluxion of time or any other reason and a later Agreement providing for the continuation of the Bonus Fund is not entered into within a period of 12 months after the date of expiry, or the Bonus Fund is not within such period being transferred by the Council to another fund constituted for the same purposes for which the original Bonus Fund was established, the Bonus Fund shall be liquidated in terms of subclause (12) of this clause. The Bonus Fund shall be administered by the Council during the said period of 12 months or until it is transferred to another Fund as aforesaid or until it is continued by a later agreement. This subclause is subject to the provisions of subclause (6) hereof.

(11) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from the ranks of the employers and employees in the Industry on a basis of equal representation of the parties, and this Committee shall then proceed with the administration of the Bonus Fund. The Registrar may fill a vacancy in the Committee from the ranks of the employers or employee—as the case may be—to ensure an equal representation of employers and employees in the Committee. In the event of such committee being unable or unwilling to discharge its duties or in the event of a deadlock 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 purposes. In the event of there being no Council at the expiration of this Agreement, the Bonus Fund shall be liquidated by the Committee functioning in terms of this subclause or by the trustee or trustees, as the case may be, in the way laid down in subclause (12) of this clause.

(12) Upon liquidation of the Bonus Fund the moneys remaining to the credit of the Bonus Fund after payment of all claims against the Bonus Fund, including the administration and liquidation expenses, shall be paid into the general funds of the Council, and 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 34 (4) of the Act as if it formed part of the general funds of the Council.

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

12. LEAVE AND PUBLIC HOLIDAYS

1. (a) Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, and New Year's Day shall be paid holidays. Every employee shall receive remuneration for each of these holidays, notwithstanding that some of them may fall on a Saturday or within the closed period prescribed in subclause (2), at the rate of eight and one half times his hourly rate regardless of whether the establishment in which he is employed is working a five or six-day week.

(b) The remuneration referred to in paragraph (a) hereof, shall be paid on the first pay day after every paid public holiday or at the termination of employment of any employee, should this take place before the pay day concerned. Remuneration in respect of the Day of the Covenant, Christmas Day and New Year's Day is included in the amounts payable in terms of subclause (4).

(2) During the period of operation of this Agreement all establishments shall be closed during the following periods:

16 December 1971 to 9 January 1972;

16 December 1972 to 7 January 1973;

16 December 1973 to 6 January 1974 (both dates inclusive).

During such closed period no work of any nature shall be performed.

(9) Juiste kopieë van die geouditeerde staat en balansstaat, mede-onderteken 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 gedek word, deur die Raad aan die Sekretaris van Arbeid gestuur word.

(10) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing 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 die vervaldatum 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 (12) van hierdie klousule gelikwedeer 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 bepalings van subklousule (6) hiervan.

(11) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk wat hierdie Ooreenkoms nog bindend is ingevolge artikel 34 (2) van die Wet, kan die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel 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 werknemers—na gelang van die geval—vul ten einde 'n gelyke getal werkgewers- en werknemersvertenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval 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 aanstel 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, gelikwedeer word op die manier voorgeskryf in subklousule (12) van hierdie klousule.

(12) Indien die Bonusfonds gelikwedeer moet word, moet die gelde wat nog in die krediet van die Bonusfonds staan nadat alle eise teen die Bonusfonds, met inbegrip van die administrasie- en likwidasiestekste, 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.

(13) Die bepalings van hierdie klousule is nie op los arbeiders van toepassing nie.

12. VERLOF EN OPENBARE VAKANSIEDAE

(1) (a) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Gelofte dag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging. Elke werknemer moet vir elkeen van hierdie vakansiedae, ondanks die feit dat sommige van hulle op Saterdag of binne die geslote tydperk voorgeskryf in subklousule (2) kan val, besoldiging ontvang teen die skaal van agt-en-n-half maal sy uurloon, afgesien daarvan of die bedrysinrigting waar hy werksaam is, vyf of ses dae in 'n week werk.

(b) Die besoldiging in paragraaf (a) hiervan genoem, moet betaal word op die eerste betaaldag na elke openbare vakansiedag met besoldiging of by diensbeëindiging van enige werknemer, indien dit vóór die betrokke betaaldag plaasvind. Besoldiging vir Gelofte dag, Kersdag en Nuwejaarsdag is ingesluit in die bedrae betaalbaar ingevolge subklousule (4).

(2) Gedurende die geldigheidsduur van hierdie Ooreenkoms moet alle bedrysinrigtings gedurende die volgende tydperke sluit:

16 Desember 1971 tot 9 Januarie 1972;

16 Desember 1972 tot 7 Januarie 1973;

16 Desember 1973 tot 6 Januarie 1974; (met inbegrip van albei datums).

Gedurende sodanige geslote tydperk mag geen werk van enige aard verrig word nie.

(3) The Furniture Industry Holiday Fund for the Orange Free State consisting of contributions by employers made in terms of this clause and unclaimed moneys paid in by employers in respect of holiday funds under previous agreements, is continued herewith:

(i) The Fund shall be administered by the Council, and all expenses incurred in the administration of the Fund shall be a charge upon the Council.

(ii) All moneys paid into the Fund shall be deposited in a banking account in the name of the Fund. All payments shall be made by cheque on the account of the Fund and such cheques shall be signed by two persons duly authorised thereto by the Council.

(iii) A public accountant shall be appointed by the Council to audit the accounts of the Fund.

(iv) As soon as possible after 30 June in each year, the Council shall prepare a statement showing details of the income and expenditure of the Fund for the preceding 12 months and a statement showing the Fund's assets and liabilities. Such statements are to be certified by the public accountant and countersigned by the Chairman of the Council. The certified statements and any report by the public accountant shall subsequently lie for inspection at the office of the Council and copies thereof shall be sent to the Secretary for Labour, Pretoria, within three months of the termination of the period covered thereby.

(4) An employer shall pay into the holiday fund in respect of each week an amount equal to—

(a) in the case of an employee entitled to a prescribed wage of 26 cents or more per hour, 7½ per cent (seven and three quarter per cent) of the gross remuneration earned by each such employee during that week;

(b) in the case of an employee entitled to a prescribed wage of 25 cents or less per hour, 6¼ per cent (six and three-quarter per cent) of the gross remuneration earned by each such employee during that week:

Provided that if an employee is placed on short-time or absents himself from work on request of his employer or on account of illness and can, on demand by the employer, produce a medical certificate, the employer shall pay the contribution on the gross remuneration the employee would have earned had he remained in full-time employment: Provided further that the contribution in respect of illness need not be paid for any period in excess of 30 working days in any one year.

When making such payment, the employer shall furnish a statement in the form prescribed in Appendix A of this Agreement.

(5) If an apprentice in the first year of his apprenticeship should receive a holiday bonus which is less than the remuneration which he would have earned if the establishment 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.

(6) (a) Amounts payable in terms of subclauses (4) (a) and (b) hereof shall be paid to the Secretary of the Council not later than the 10th day of each month following that in respect of which they are due.

(b) Amounts payable in terms of subclauses (4) (a) and (b) 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) The Council shall keep a record of each employee in respect of whom payments are made in terms of subclause (4) hereof to the Holiday Fund.

(d) The Holiday Fund shall be utilised for the purpose of distributing to employees a holiday bonus on the following basis and operating over the following periods:

Between 8 and 16 December each employee shall be paid a holiday bonus equal to the amount paid into the Holiday Fund in terms of subclauses (3) and (4) hereof in respect of him during the year ending the first pay day occurring in November: Provided that, subject to the provisions of subclause (8) of this clause, payment in respect of applications received subsequent to 16 December shall be made as soon as possible after receipt thereof.

(e) The Council may in terms of section 21 (3) of the Act from time to time invest any of the moneys belonging to the Fund in savings accounts, permanent shares of fixed deposits in building societies or banks, an any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

(3) Die Vakansiefonds vir die Meubelnywerheid van die Oranje-Vrystaat bestaande uit werkgewers se bydraes wat gemaak word kragtens hierdie klousule en onopgeëiste gelde wat deur werkgewers ten opsigte van vakansiefondse ingevolge voorafgaande ooreenkomste inbetaal is, word hierby voortgesit:

(i) Die Fonds moet deur die Raad geadministreer word en alle koste aangegaan by die administrasie van die Fonds moet deur die Raad vergoed word.

(ii) Alle gelde wat in die fonds inbetaal word, moet in 'n bankrekening in die naam van die Fonds inbetaal word. Alle betalings moet per tjek op die Fonds se rekening geskied en sulke tjeks moet deur twee persone behoorlik daartoe deur die Raad gemagtig, onderteken word.

(iii) Die Raad moet 'n openbare rekenmeester aanstel om die rekening van die Fonds te ouditeer.

(iv) So spoedig doenlik na 30 Junie in elke jaar moet die Raad 'n staat opstel van die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande asook 'n staat wat die Fonds se bate en laste aantoon wat deur die openbare rekenmeester gesertifiseer moet word en deur die Voorsitter van die Raad mede-onderteken word. Die gesertifiseerde state en enige verslag deur die openbare rekenmeester moet daarna ter insae by die kantoor van die Raad lê en afskrifte daarvan moet binne drie maande van die afloop van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(4) 'n Werkgever moet in die vakansiefonds ten opsigte van elke week 'n bedrag inbetaal wat gelyk is aan die volgende:

(a) In die geval van werknemers wat geregtig is op 'n voorgeskrewe loon van 26 sent of meer per uur, 7½ persent (sewe en 'n driekwart persent) van die bruto besoldiging wat deur elke sodanige werknemer gedurende daardie week verdien is.

(b) In die geval van werknemers wat geregtig is op 'n voorgeskrewe loon van 25 sent of minder per uur, 6¼ persent (ses en 'n driekwart persent) van die bruto besoldiging wat deur elke sodanige werknemer gedurende daardie week verdien is:

Met dien verstande dat indien 'n werknemer korttydwerk verrig of van die werk af wegbly op versoek van sy werkgever of weens siekte, en op versoek van die werkgever in staat is om 'n dokter-sertifikaat te toon, die werkgever die bydrae op die bruto besoldiging moet betaal wat die werknemer sou verdien het as hy voltyds in diens gebly het; voorts met dien verstande dat die bydrae ten opsigte van siekte nie vir enige tydperk bo 30 werksdae in 'n jaar hoef betaal te word nie.

Wanneer betaling aldus geskied, moet die werkgever 'n staat verstrek wat in die vorm van Aanhangsel A van hierdie Ooreenkoms voorgeskryf is.

(5) Indien 'n vakleerling in die eerste jaar van sy vakleerling-skap 'n verlofbonus ontvang wat minder is as die loon wat hy sou verdien het as die bedryfsinrigting nie gesluit was nie en hy gedurende genoemde verloftydperk die gewone werkure gewerk het, moet sy werkgever hom 'n bedrag betaal gelyk aan die verskil tussen sy genoemde verlofbonus en die bedrag wat hy in die genoemde omstandighede sou verdien het.

(6) (a) Bedrae betaalbaar ingevolge subklousules (4) (a) en (b) hiervan, moet voor of op die tiende dag van elke maande wat volg op die maand ten opsigte waarvan dit verskuldig is, aan die Sekretaris van die Raad betaal word.

(b) Bedrae betaalbaar ingevolge subklousules (4) (a) en (b) hiervan, moet bo en behalwe enige besoldiging wat aan 'n werknemer kragtens hierdie Ooreenkoms betaalbaar is, deur die werkgever betaal word en mag nie van die besoldiging van so 'n werknemer afgetrek word nie.

(c) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie bedrae ingevolge subklousule (4) hiervan aan die Vakansiefonds betaal word.

(d) Die Vakansiefonds word aangewend om aan werknemers 'n verlofbonus op onderstaande grondslag en oor die ondergenoemde tydperk te betaal:

Tussen 8 en 16 Desember moet aan elke werknemer 'n verlofbonus betaal word wat gelyk is aan die bedrag wat ingevolge subklousules (3) en (4) hiervan namens hom in die Vakansiefonds inbetaal is ten opsigte van die jaar wat eindig op die eerste betaaldag wat in November voorkom; met dien verstande dat, behoudens die bepalings van subklousule (8) hiervan, betaling ten opsigte van aansoeke wat na 16 Desember ontvang word, so spoedig moontlik na die ontvangs daarvan moet geskied.

(e) Die Raad mag van die geld wat aan die Vakansiefonds behoort, van tyd tot tyd ingevolge die bepalings van artikel 21 (3) van die Wet, in spaarrekeninge, permanente aandele of vaste deposito's in bougenootskappe of banke belê, en die rente op sulke beleggings kom die algemene fonds van die Raad toe, ter vergoeding van die Raad se administrasie van die Fonds.

(7) The Council shall not be liable to make payment to employees in terms of subclause (6) (d) hereof, unless application is made to the Council within a period of 6 months from the date of accrual of the holiday bonus by the employee concerned, stating the names of the employers in whose employment he was during the period in respect of which the claim is made and the periods during which he was so employed.

(8) Notwithstanding anything to the contrary herein contained, employees shall forfeit unclaimed holiday bonuses to the Council's general fund if application for payment is not made within a period of six months from the date of accrual of the holiday bonus or the date of coming into operation of this Agreement, whichever is the later: Provided that the Council shall consider claims lodged after the date of forfeiture on their merits and make such payment as it shall deem fit.

(9) The provisions of clauses 11 (7) and 11 (10) to (12) of this Agreement shall *mutatis mutandis* apply to the Holiday Fund.

13. PROVISION OF TOOLS

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

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

14. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption 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 laid down in accordance with the provisions of subclause (2) subject to which such exemption is granted;
- (d) the period for which the exemption shall operate; and
- (e) the reason for the exemption being granted.

(4) The Secretary of the Council shall—

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

15. 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.

16. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, each employer shall deduct R0,15 per week from the wages of each of his employees (other than apprentices or learners), for whom a wage of 26 cents per hour or more is prescribed and R0,10 per week from the wages of each of his employees (other than learners and apprentices), for whom a wage of less than 26 cents per hour is prescribed: Provided that no deduction shall be made in cases where the total weekly earnings do not exceed R2.

To the amount so deducted the employer shall add a like amount and forward month by month and not later than the 10th day of each month, the total sum to the Secretary of the Council, submitting at the time of payment his wage register or an extract therefrom showing the names of the employees and the period worked by each in respect of the amount forwarded.

(7) Die Raad is nie vir die betaling aan werknemers kragtens subklousule (6) (d) hiervan aanspreeklik nie, tensy aansoek deur die betrokke werknemer by die Raad gedoen word binne 'n tydperk van ses maande na die datum waarop die verlofbonus verskuldig is met vermelding van die name van die werkgewers in wie se diens hy was gedurende die tydperk ten opsigte waarom die eis ingestel word en die tydperke wat hy aldus in diens was.

(8) Behoudens andersluidende bepalings hierin vervat, verbeur werknemers onopgeëiste verlofbonusse aan die Raad se algemene fonds tensy aansoek om betaling gedoen word binne 'n tydperk van ses maande na datum waarop die verlofbonus verskuldig is, of die datum waarop hierdie Ooreenkoms in werking tree na gelang van watter die jongste datum is; met dien verstande dat die Raad eise wat na die vervaldatum ingestel word, na verdienste behandel en sodanige betaling na goëddunke moet doen.

(9) Die bepalings van klousules 11 (7) en 11 (10) tot (12) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing ten opsigte van die Vakansiefonds.

13. VERSKAFFING VAN GEREEDSKAP

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

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

14. VRYSTELLINGS

(1) Die Raad mag vrystellings van enigeen van die bepalings van hierdie Ooreenkoms om enige afdoende rede verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad na goëddunke en nadat 1 week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan terugtrek, of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

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

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

(4) Die Sekretaris van die Raad moet—

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

15. BESTAANDE SERTIFIKATE

Ondanks die verstryking van enige vorige Ooreenkoms vir die Nywerheid moet die Raad voortgaan om alle leerlingssertifikaat of enigeen daarvan wat kragtens sodanige vorige Ooreenkoms uitgereik is te administreer totdat sodanige sertifikate weens verloop van tyd verstryk of andersins deur die Raad ingetrek of herroep is.

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks R0,15 van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge of leerlinge) vir wie 'n loon van 26 sent per uur of meer voorgeskryf is, aftrek, en R0,10 per week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge en leerlinge) vir wie 'n loon van minder as 26 sent per uur voorgeskryf is: Met dien verstande dat geen aftrekkings gemaak mag word waar die totale weeklikse verdienste nie meer as R2 beloop nie.

Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 10de dag van elke maand, aan die Sekretaris van die Raad stuur tesame met sy loonregister of 'n uittreksel daarvan waarin die name van die werknemers en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, vermeld word.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

(c) trade or trades carried on in the Industry; and

(d) the names of his employees and occupations 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 of any alteration in respect of any details furnished in terms of subclause (1) of this clause shall be sent to the Council by every employer, and such notification shall be given within 14 days of such alteration.

18. WORKING PROPRIETORS, PARTNERS AND DIRECTORS

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

19. EXHIBITION OF AGREEMENT

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

20. TIME AND WAGE REGISTER

(1) Every employer shall keep in the form prescribed by the regulations under the Act, a record of the earnings paid to and the time worked by each of his employees.

(2) Every employer shall retain the complete record referred to in subclause (1) of this clause for a period of three years subsequent to the date of any entry therein.

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

22. ADMINISTRATION OF AGREEMENT

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

23. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage-sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

24. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the trade unions shall accept employment with any employer who is not a member of the employers' organisation, and no employer shall employ an employee who is not a member of the trade unions: Provided that any member of the employers' organisation may employ any employee who is not eligible for membership of the trade unions.

(2) For the purpose of this clause "membership" shall mean membership in terms of the constitution of the trade union or employers' organisation.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

(b) adres waar die onderneming gedryf word en die woon-adresse van die persone genoem in subklousule (1) (a) van hierdie klousule;

(c) ambag of ambagte wat in die Nywerheid beoefen word;

(d) die name van sy werknemers en beroep waarin hulle werksaam is.

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

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

18. WERKENDE EIENAARS, VENNOTE EN DIREKTEURE

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

19. VERTONING VAN OOREENKOMS

Elke werkgever moet op 'n opvallende plek in sy bedryfsinrigting wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

20. TYD EN LOONREGISTER

(1) Elke werkgever moet in die vorm voorgeskryf by die regulasies kragtens die Wet, 'n register byhou van die verdienste wat betaal is aan elkeen van sy werknemers en die tyd wat deur hulle gewerk is.

(2) Elke werkgever moet die volledige register genoem in subklousule (1) van hierdie klousule, bewaar vir 'n tydperk van drie jaar na die datum van enige inskrywing wat daarin voorkom.

21. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

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

22. TOEPASSING VAN OOREENKOMS

Die Raad is die liggaam wat met die toepassing van hierdie Ooreenkoms belas is en bly en hy mag vir die leiding van werkgewers en werknemers, menings en beslissings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

23. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om by die uitvoering van die bepalinge van hierdie Ooreenkoms behulpsaam te wees en dit is die plig van elke werkgever en elke werknemer om sulke persone toe te laat om so 'n bedryfsinrigting binne te gaan, sodanige ondersoeke in te stel en te voltooi en om sulke dokumente, boeke, loonstate, tydregisters en betaalkaarte te ondersoek en om sodanige persone te ondervra, asook om al sulke dade te verrig as wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

24. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen lid van die vakverenigings mag in diens tree by enige werkgever wat nie lid van die werkgewersorganisasie is nie en geen werkgever mag 'n werknemer wat nie lid van die vakverenigings is in diens neem nie: Met dien verstande dat 'n lid van die werkgewersorganisasie enige werknemer in diens mag neem wat nie vir lidmaatskap van die vakverenigings in aanmerking kan kom nie.

(2) Vir die toepassing van hierdie klousule beteken "lidmaatskap" lidmaatskap ooreenkomstig die bepalinge van die konstitusie van die vakvereniging of werkgewersorganisasie.

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

(4) The trade unions as well as the employers' organisation shall furnish the Council with a list of all resignations, expulsions and suspensions of members from their respective organisations. Upon receipt of such lists, the Secretary of the Council shall advise the member or members of the organisation concerned that his/their card and/or certificate of membership is no longer valid.

(5) The provisions of this clause shall not apply in respect of—

(i) office employees;

(ii) immigrants during the first year after the date of their entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member thereof, the provisions of this section shall immediately come into operation.

25. EMPLOYMENT OF MINORS

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

26. LEARNERS

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

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

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, his age, the 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 may in the discretion of the Council be taken into consideration.

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

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

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

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

- (i) slipstitching, sewing and joining covers, fly-pieces, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cuttings of covers and pillows; and
- (ii) the cutting of mattress cases and covers, and pillows.

(7) The Council may on application authorise the employment of learners in the ratio of one learner for every two employees.

27. SUBSCRIPTIONS TO TRADE UNIONS

An employer shall deduct from the wages of an employee who is a member of the trade unions, the amount of the employer's contribution to the trade union and transmit to the trade union within 20 days the amount so deducted, together with a statement showing the amount which every employee has contributed.

(3) Die voorlegging van 'n kaart en/of sertifikaat, deur die Sekretaris van die betrokke organisasie onderteken, dien as bewys van lidmaatskap van die vereniging of werkgewersorganisasie.

(4) Die vakverenigings en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesit is of geskors is. By ontvangs van sodanige lys moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie, meedeel dat sy/hul lidmaatskapkaart en/of sertifikaat nie meer geldig is nie.

(5) Die bepalings van hierdie klousule is nie van toepassing nie ten opsigte van—

(i) kantoorwerknemers;

(ii) immigrante gedurende die eerste jaar na die datum waarop hulle die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat indien 'n immigrant te enigertyd 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 vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik in werking tree.

25. INDIENSNEMING VAN MINDERJARIGES

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

26. LEERLINGE

(1) Geen werkgewer 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 as sodanig.

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

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as 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 werkgewer en die tydperk waarin die toestemming van krag sal wees, gemeld word: Met dien verstande dat die Raad, as hy dit dienstig ag en as die bepalings van subklousule (7) hiervan nie meer van toepassing is nie, en nadat daar een week vooraf skriftelik kennis aan die werkgewer en werknemer gegee is, enige sertifikaat wat ooreenkomstig die bepalings van hierdie subklousule uitgereik is kan intrek afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het, al dan nie.

(4) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomstig die bepalings van subklousule (3) uitgereik is, moet aan die werkgewer verstrekkend 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 die duur van vorige ondervinding van soortgelyke werk na goedvinde van die Raad in aanmerking geneem word.

(6) (a) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as drie maande vir dieselfde werksaamhede gebruik word sonder dat die Raad vooraf goedkeuring daartoe verleen het nie.

(b) Leerlingskappe in die vervaardiging van beddegoed word toegestaan ten opsigte van ondervermelde groepe werksaamhede:

- (i) Veermaaswerk vleg; en
- (ii) matrass maak.

(c) Leerlingskappe in naaiers- of naaisterwerk word toegestaan ten opsigte van onderstaande werksaamhede:

- (i) Glipsteekwerk, die naai en aanmekeerwerk van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne maar met uitsondering van die sny van oortreksels en bedkussings;
- (ii) die uitsny van matrasslope en -oortreksels en bedkussings.

(7) Op aansoek kan die Raad die indiensneming van leerlinge in die verhouding van een leerling tot elke twee werknemers magtig.

27. LEDEGELD VIR VAKVERENIGINGS

'n Werkgewer moet van die loon van 'n werknemer wat lid is van die vakverenigings die bedrag van die werknemer se vakverenigingsledegeld aftrek en die bedrag wat aldus afgetrek is binne 20 dae aan die vakvereniging stuur, tesame met 'n staat wat elke werknemer se betaling aantoon.

28. ABATEMENT OF REMUNERATION

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

(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.

29. TERMINATION OF EMPLOYMENT

(a) One hour's notice shall be given by the employer or employee to terminate a contract of service: Provided that the right of an employer or employee to terminate a contract of service without any notice for any good cause recognised by law as sufficient, shall not be affected hereby.

(b) Notwithstanding the provisions of subclause (a), an employer and employee may agree, in writing, to 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 an employee may terminate the contract of service without notice by payment to the employee or payment or forfeiture to the employer, as the case may be, in lieu of notice, of an amount equal to at least the wage for one hour or for such longer period as the employer and his employee may have agreed upon in terms of subclause (b) hereof.

(d) The period of notice shall not run concurrently with nor shall such notice be given during an employee's absence on leave granted in terms of clause 12 (2) of this Agreement, or during any period of compulsory military training in terms of the Defence Act, 1957.

30. CERTIFICATE OF SERVICE

At the request of an employee, other than a casual employee, his employer shall upon the termination of the contract of service furnish him with a certificate of service, showing the full names of the employer and the employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination: Provided that the employer shall furnish such a certificate of service to an employee whose wage is on a rising scale on the basis of experience or length of service.

31. PROHIBITED EMPLOYMENT

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

32. BASIS OF PAYMENT

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

33. DIFFERENTIAL RATES OF REMUNERATION

An employee, other than a casual employee, who is required or permitted to perform work for which a rate of remuneration is prescribed in clause 34 of this Agreement which is higher than his ordinary rate of remuneration, shall be paid at such higher rate in respect of the while day on which such higher rated work is performed: Provided that—

(a) an employee for whom a wage of 23,25 cents per hour is prescribed, shall not be permitted to perform work for which a rate of remuneration higher than 29,3 cents per hour is prescribed;

(b) an employee for whom a wage of 29,3 cents per hour is prescribed, shall not be permitted to perform work for which a rate of remuneration higher than 46,5 cents per hour is prescribed;

28. LOONKORTING

(1) Geen werknemer mag, terwyl hy in diens van 'n werkgever is, 'n geskenk, bonus, lening, waarborg of terugbetaling, hetsy in kontant of *in natura*, wat in werklikheid neerkom op 'n korting van loon wat ooreenkomstig die bepalings van die Ooreenkoms aan die werknemer betaal moet word aan die werkgever gee nie en die werkgever mag dit nie van die 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 werkgever of op 'n plek deur sy werkgever aangewys, te loseer of in te woon of om van sy werkgever te koop of eiendom te huur nie.

29. DIENSBEEÏNDIGING

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

(b) Ondanks die bepalings van subklousule (a) mag 'n werkgever en werknemer skriftelik ooreenkom om 'n langer tydperk van kennisgewing as een uur te gee en versuim om so 'n ooreenkoms na te kom, is 'n verbreking van hierdie klousule.

(c) 'n Werkgever of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir die langer tydperk waarvoor die werkgever en sy werknemer ooreenkomstig subklousule (b) hiervan ooreengekom het, aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval.

(d) Die kennisgewingstermyn mag nie saamval nie met, en kennis van diensbeëindiging mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 12 (2) van hierdie Ooreenkoms toegestaan is of gedurende enige tydperk van verpligte militêre opleiding ingevolge die Verdedigingswet, 1957.

30. DIENSSERTIFIKAAT

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer moet sy werkgever by beëindiging van die dienskontrak 'n dienssertifikaat aan hom uitreik wat die name van die werkgever en werknemer voluit, die aard van die diens, die datums van aanvang en beëindiging van die kontrak, asook die loonskaal op die datum van sodanige beëindiging aangegee: Met dien verstande dat die werkgever sodanige sertifikaat aan 'n werknemer moet uitreik wie se loon op 'n stygende skaal op die basis van ondervinding of duur van diens gegrond is.

31. VERBODE INDIENSNEMING

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

32. GRONDSLAG VAN BETALING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet daar vir alle werk wat gedoen is betaal word teen die loonskaal voorgeskryf vir die werkzaamheid of werkzaamhede wat verrig is, en mag die betaling nie op die tegniese bedwendigheid of die kwalifikasies van die betrokke werknemer gegrond word nie.

33. DIFFERENSIELE LONE

'n Werknemer, uitgesonderd 'n los werknemer, wat verplig of toegelaat word om werk te verrig waarvoor 'n hoër loonskaal as sy gewone loonskaal in klousule 34 van hierdie Ooreenkoms voorgeskryf word, moet ten opsigte van die hele dag waarop sodanige hoër besoldigde werk verrig word teen sodanige hoër loonskaal betaal word, met dien verstande dat—

(a) 'n werknemer vir wie 'n loon van 23,25 sent per uur voorgeskryf word, nie werk mag verrig waarvoor daar 'n hoër loonskaal as 29,3 sent per uur voorgeskryf word nie;

(b) 'n werknemer vir wie 'n loon van 29,3 sent per uur voorgeskryf word, nie werk mag verrig waarvoor daar 'n hoër loonskaal as 46,5 sent per uur voorgeskryf word nie;

(c) an employee for whom a wage of 46,5 cents per hour is prescribed, may perform any work for which a higher or the highest rate of remuneration is prescribed.

For the purpose of this subclause the remuneration payable to an employee, other than a casual employee, in respect of any day on which such higher rated work is performed, shall be at least the wage prescribed for such higher rated work, and the remuneration payable to a casual employee in respect of any day on which such higher rated work is performed, at least one and one-fifth of the highest wage prescribed for such work in the case of an employer in an establishment which usually has a six-day working week and at least one and one-quarter of such wage in a case of an employee in an establishment which usually has a five-day working week.

34. MINIMUM WAGES

The following are the minimum wages prescribed for the various classes of work hereunder: Provided that if the actual wage of an employee at the date of the coming into force of this Agreement is higher than the wage prescribed herein for the class of work in which he is employed, such actual wage of the employee shall be increased with an amount of 4 cents per hour as from the date of the coming into force of this Agreement and every 12 months thereafter.

(c) 'n werknemer vir wie 'n loon van 46,5 sent per uur voorgeskryf word, enige werk mag verrig waarvoor 'n hoër of die hoogste loonskaal voorgeskryf word.

Vir die toepassing van hierdie subklousule, is die besoldiging wat aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, ten opsigte van enige dag waarop sodanige hoër besoldigde werk verrig word minstens die voorgeskrewe loon vir die hoër besoldigde werk verrig word, minstens een en 'n vyfde van die hoogste loon voorgeskryf vir sodanige werk in die geval van 'n werknemer in 'n bedryfsinrigting waar daar gewoonlik op ses dae in die week gewerk word en minstens een en 'n kwart van sodanige loon in die geval van 'n werknemer in 'n bedryfsinrigting waar daar gewoonlik op vyf dae in die week gewerk word.

34. MINIMUM LONE

Onderstaande is die minimum lone voorgeskryf vir die onderskeie klasse werk hieronder: Met dien verstande dat as die werklike loon van 'n werknemer op die datum van inwerking-treding van hierdie Ooreenkoms hoër is as die loon hierin voorgeskryf vir die klas werk waarop hy in diens is, moet sodanige werklike loon van die werknemer vanaf die datum van inwerking-treding van hierdie Ooreenkoms en elke 12 maande daarna met 'n bedrag van 4 sent per uur verhoog word.

	Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding	Wage per hour (cents) for the second year in which this Agreement is binding	Thereafter
I. (a) <i>Furniture making</i> , which means any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations mentioned in subparagraph (b) of this paragraph.....	88,00	92,00	96,00
(b) <i>Sundry operations</i> :			
(i) Bolting of school desks, folding chairs, and chair legs to chairs of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" and "Super".....	29,30	33,30	37,30
(ii) Making and/or pointing of wooden dowels and pins by hand and/or machine.....	23,25	27,25	31,25
(iii) Knocking in wooden dowels by hand.....			
(iv) Sandpapering by hand, regardless of whether the article papered is stationary or rotating.....	29,30	33,30	37,30
(v) Bending of solid timber by hand or mechanical process.....			
(vi) Removing glue from furniture.....			
(vii) Mixing, weighing and preparing of glue.....			
(viii) The application of glue and glue hardeners by hand, brush or machine, but expressly excluding the putting together or assembling of furniture parts.....	23,25	27,25	31,25
(ix) Knocking of sockets for casters.....	29,30	33,30	37,30
(x) Filling of holes or cracks in furniture with wood filler or similar substance.....			
(xi) Fixing bed iron, domes and casters.....			
(xii) Assistants assisting in the assembling of component parts of furniture for the purpose of joining these by means of clamps or presses: Provided that the ratio of employees performing the work and employees receiving the wage prescribed in clause 34 (2) shall not exceed 2 to 1; provided further that such assistants shall not be deemed assistants in the absence of the said employee who is entitled to the prescribed wage as prescribed in clause 34 (2), with the stipulation that the said assistants shall not be entitled to bore holes.....	23,25	27,25	31,25
(xiii) Fixing corner blocks to chairs, provided screws are not used.....			
(xiv) Punching of loose protruding nails, pegs and/or cramps, provided that it is performed only by persons doing sandpapering by hand, who find such unpunched items during the sandpapering process in the sandpaper section.....	29,30	33,30	37,30
II. <i>Setting out</i> , which means the preparation of a plan for the manufacture of furniture, by means of a rod, board, lath, baton or strip, generally cut to a fixed length, upon which are marked either the heights, widths, or other dimensions of the articles to be manufactured.....	88,00	92,00	96,00
III. <i>Marking out</i> :			
(a) Which means the marking or scribing on wood for articles of furniture, either in whole or in part, to dimensions by means of a foot rule, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling.....	88,00	92,00	96,00
(b) Repetitive marking out of shoulder and/or knee blocks and/or pieces with a design or pattern.....	23,25	27,25	31,25
IV. (a) <i>Furniture machining</i> , which means any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, including the operation of multiple drum machines, but excluding the undermentioned sundry operations.....	88,00	92,00	96,00
(b) <i>Sundry furniture machining operations</i> :			
(i) Setting up and operating single drum sander.....			
(ii) Setting up and operating hinge recessing machine for the purpose of cutting recesses for locks and hinges.....	49,10	53,10	57,10
(iii) Boring holes.....			
(iv) Making and joining sandpaper rolls or discs and belts for open belt sander and glueing sandpaper rolls.....	23,50	27,25	31,15

	Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding	Wage per hour (cents) for the second year in which this Agreement is binding	Thereafter
(v) Setting up and operating any type of vibrating-reciprocating hand-sandpapering machine manipulated by hand.....	29,30	33,30	37,30
(vi) Setting up and operating drum, disc, triangle and portable sanding machines.....	33,70	37,70	41,70
(vii) Setting and operating an open belt sandpapering machine.....	52,20	56,20	60,20
V. (a) <i>Furniture polishing</i> , which means any operation or process performed by hand or mechanical appliance, in the production of a polished and/or finished surface, by means of shellac, paint, duco, lacquer, enamel, cellulose, varnish, stain, a paste which acts as an abrasive and/or polisher, or both, or similar substances, and shall include the graining and matching of colours of all types and classes of furniture, but excluding the undermentioned sundry operations.....	88,00	92,00	96,00
(b) <i>Sundry polishing operations:</i>			
(i) Waxing.....			
(ii) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours			
(iii) The removal of doors and fittings in preparation for polishing.....			
(iv) Filling in with plaster of paris or any other filling material.....	29,30	33,30	37,30
(v) Hand-sandpapering.....			
(vi) Bleaching of furniture with acids or any other bleaching agent.....			
(vii) Stripping.....			
(viii) Spraying of metal.....			
(ix) Staining, filling, oiling and/or reviving by hand only.....			
(x) Straining of materials.....	23,25	27,25	31,25
(xi) Cleaning spray guns.....			
VI. (a) <i>Furniture upholstering</i> , which means any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes, other than wooden or metal laths and crossbars, filling, cane weaving, covering, buttoning, tacking, stapling, studding and padding, attaching of units to frames other than bed frames but excluding the work performed by a seamstress and the undermentioned sundry operations.....	88,00	92,00	96,00
(b) <i>Sundry furniture upholstering operations:</i>			
(i) Positioning of webbing and substitutes other than wooden or metal laths and crossbars.....	33,70	37,70	41,70
(ii) Attaching units to frames other than bed frames.....	88,00	92,00	96,00
(iii) Positioning of wooden and metal laths and crossbars to frames for upholstering...	52,90	56,90	60,90
(iv) Filling of cushions with spring interiors and/or spring units.....	62,30	66,30	70,30
(v) Fixing of ready made cane mats.....	49,10	53,10	57,10
(vi) Riemple work.....			
(vii) Hooking on of helical springs and/or chain and/or no-sag springs and/or hoop iron or other similar materials for the sole purpose of serving as a support for a loose cushion or support for a bed base or studio couch.....	29,30	33,30	37,30
(viii) Teasing coir or other materials by hand and/or machine.....			
(ix) Unwinding filling materials in rope form.....	23,25	27,25	31,25
(x) Banding upholsterers' beading.....			
(xi) Making buttons and tufts.....			
(xii) Loading, wheeling and operating a cloth spreading machine.....	29,30	33,30	37,30
(xiii) Tufting by hand or machine.....			
(xiv) Securing, sewing or stapling interlaced pads to spring units whether by hand or machine.....	49,10	53,10	57,10
(xv) Laying out filling materials on spring unit.....			
(xvi) Assisting upholsterer in holding cover.....	23,25	27,25	31,25
(xvii) Upholstering loose chair seats.....	62,30	66,30	70,30
For the purposes of this paragraph and paragraph XI, a spring unit means an independent assembly of coil springs or continuous spring so inter-connected, associated, or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion, seat or any other bedding and/or seating device.			
VII. (a) <i>Furniture carving and/or wood carving</i> , which means any operation or process, either in whole or in part, performed by hand, hand-tools or mechanical appliance in creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type or class of furniture.....	88,00	92,00	96,00
(b) Spotting and punching the background of wood carving.....	33,70	37,70	41,70
VIII. <i>Furniture woodturning</i> , which means any operation or process performed by hand or mechanical process in the manufacturing of a shaped article or component part, either in whole or in part, used as or in conjunction with furniture of all types.....	88,00	92,00	96,00
IX. (a) <i>Furniture veneering</i> , which means any operation or process performed by hand or mechanical appliance, in the overlay of all types of furniture and furniture parts, either in whole or in part, with veneer, cutting, laying, machine joining, matching, grind or pressing veneer, but excludes the undermentioned sundry operations.....	88,00	92,00	96,00
(b) <i>Sundry veneering operations:</i>			
(i) The tapering, stapling, and/or tacking of veneers for pressing by hand or by machine			
(ii) Tapeless joining by machine.....			
(iii) Operating presses of any kind.....			
(iv) Loading and unloading vacuum bag, and presses of any kind.....	23,25	27,25	31,25
(v) Washing of gum or other tapes.....			
(vi) Stacking parts after pressing.....			
(vii) Spreading of glue by hand or machine.....			
(viii) Removing glue.....			

	<i>Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding</i>	<i>Wage per hour (cents) for the second year in which this Agreement is binding</i>	<i>Thereafter</i>
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X. (a) Learners employed in learning the classes of work referred to in paragraphs I to IX:

For the first year of learnership.....	15,00	19,00	23,00
For the second year of learnership.....	24,44	28,44	32,44
For the third year of learnership.....	33,70	37,70	41,70
For the fourth year of learnership.....	43,23	47,23	51,23

Thereafter at the rates prescribed for employees in paragraphs I to IX inclusive.

(b) Major learners employed exclusively in learning the upholstering processes in the manufacture of studio couches:

For the first six months of learnership.....	24,35	28,35	32,25
For the second six months of learnership.....	33,70	37,70	41,70
For the third six months of learnership.....	43,23	47,23	51,23
For the fourth six months of learnership.....	52,90	56,90	60,90

Thereafter at the rates prescribed for employees in paragraphs I to IX inclusive.

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

50,75 54,75 58,75

(b) *Sundry bedding operations*:

(i) Weaving of spring mesh.....	50,75	54,75	58,75
(ii) Stuffing filling into mattress cases whether by hand or machine.....			
(iii) Side stitching.....			
(iv) Tufting, whether by hand or machine.....			
(v) Operating a border quilting machine.....			
(vi) Operating a top quilting machine.....			
(vii) Preparing frames and rollers for the quilting machine.....			
(viii) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine.....			
(xi) Securing quilted mattress borders to spring units.....	40,85	44,85	48,85
(x) Laying out filling material upon a spring unit.....			
(xi) Securing mattress tops, whether quilted or not, in position for building a prebuilt or spring mattress.....			
(xii) Tape edging an interior spring mattress.....			
(xiii) Roll edging by hand or machine.....			
(xiv) Cutting tops, borders and cases.....			
(xv) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts.....			
(xvi) Sewing mattress handles to borders.....	29,30	33,30	37,30
(xvii) Joining border lengths.....			
(xviii) Closing up the mouth of a mattress.....			
(xix) Closing pillows, cushions, bolsters.....			
(xx) Bolting by hand of bed mattress frames.....			
(xxi) Preparing spools for a border quilting machine.....			
(xxii) Cutting quilted borders to length.....			
(xxiii) Punching holes in mattress borders.....			
(xxiv) Fitting ventilators and handles to mattress borders.....	23,25	27,25	31,25
(xxv) Feeding the interlacing machine.....			
(xxvi) Cutting and making of pads, irrespective of materials used.....			
(xxvii) Positioning of laths, crossbars or fixing webbing to mattress or bed frames.....			
(xxviii) Staining mattress frames.....			
(xxix) Affixing lugs to mattresses.....			
(xxx) Positioning and securing a mesh to mattress frame.....			
(xxxi) Hanging loops on needles in compression tufting.....	23,25	27,25	31,25
(xxxii) Loading, wheeling and operating a cloth spreading machine.....			
(xxxiii) Operating a teasing machine.....			
(xxxiv) Attending a loop making machine.....			
(xxxv) Attaching loops to buttons or tufts.....			
(xxxvi) Filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units.....			
(xxxvii) Weighing pillows, cushions and bolsters.....			
(xxxviii) Stripping bedding.....	29,30	33,30	37,30
(xxxix) Fitting castors and sockets.....			
(xl) Staining and/or varnishing frames for bedding by hand.....			
(xli) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames for bedding, irrespective of the materials of which such frames are made.....			
(xlii) Cutting chain, wire, hoop iron or any other similar materials for chain springs.....			
(xliii) Filling of cushions with spring units.....			
(xliv) Fixing bed irons.....			
(xlv) Teasing coir or any other materials by hand.....			
(xlvi) Attaching spring units to bed frames.....	29,30	33,30	37,30

	Wage per hour (cents) for the first year with effect from the date upon which this Agreement be- comes binding	Wage per hour (cents) for the second year in which this Agreement is binding	Thereafter
XII. Learners employed in learning the classes of work referred to in paragraph XI:			
For the first six months of learnership.....	19,40	23,40	27,40
For the second six months of learnership.....	24,40	28,40	32,40
For the third six months of learnership.....	29,30	33,30	37,30
For the fourth six months of learnership.....	33,70	37,70	41,70
Thereafter the wage prescribed in paragraph XI (a).			
XIII. (a) Furniture seamster or seamstress, which means an employee engaged in any operation or process, either in whole or in part, performed by hand or mechanical appliance, in slip-stitching, sewing and/or joining covers, fly-pieces, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers.....			
	40,85	44,85	48,85
(b) Learners employed in learning the class of work referred to in paragraph XIII (a):			
For the first six months of learnership.....	17,20	21,20	25,20
For the second six months of learnership.....	22,15	26,15	30,15
For the third six months of learnership.....	26,55	30,55	34,55
For the fourth six months of learnership.....	31,50	35,50	39,50
Thereafter the wages prescribed in paragraph XIII (a).			
XIV. Labouring duties, i.e.:			
(i) Cleaning and sweeping of premises.....			
(ii) Cleaning machinery, plant, tools and utensils.....			
(iii) Oiling and greasing machines and/or vehicles.....			
(iv) Lime washing.....			
(v) Loading and/or unloading vehicles.....			
(vi) Unloading materials.....			
(vii) Pushing or pulling a vehicle or handcart.....			
(viii) Delivery by manually propelled vehicles.....			
(ix) Unpacking, baling and unbalancing raw materials.....			
(x) Cleaning and blowing down equipment.....			
(xi) Attending boiler, incinerator and/or oven.....			
(xii) Loading and unloading kilns.....			
(xiii) The treatment of timber for preservation.....			
(xiv) Packing articles in paper or into cartons and/or cardboard containers and/or there- after filling and closing such cartons and containers.....	23,25	27,25	31,25
(xv) Washing and/or wiping off glue.....			
(xvi) Stripping second-hand upholstery and bedding.....			
(xvii) Assisting a furniture machinist in handling materials before and after machining....			
(xviii) Cutting metal rods, cutting hinges, metal tubes, metal strips, wire, hoop iron and all similar materials.....			
(xix) Riveting or making threads on iron bolts and rods.....			
(xx) Operating presses of any type.....			
(xxi) Baling and dipping of upholstery springs.....			
(xxii) Attending to dust bags and/or cyclones of sanding machines.....			
(xxiii) Glueing sandpaper discs.....			
(xxiv) Straightening and/or cutting hoop iron used for webbing.....			
(xxv) Beating and/or teasing coir by hand.....			
(xxvi) Cleaning metal rods.....			
(xxvii) Operating dowel-flattening machine.....			
(xxviii) Inserting screws before they are screwed down.....			
XV. Miscellaneous:			
(i) Employees engaged in welding (other than spot-welding).....	88,00	92,00	96,00
(ii) Employees engaged in spot-welding.....	46,35	50,35	54,35
(iii) Machinery maintenance mechanic.....	88,00	92,00	96,00
(iv) Driver of motor vehicle the unladen weight of which together with the weight of any trailer or trailers drawn by such vehicle is—			
(a) not exceeding 4 000 lb.....	27,10	31,10	35,10
(b) more than 4 000 lb but not exceeding 6 000 lb.....	45,80	49,80	53,80
(c) more than 6 000 lb but not exceeding 10 000 lb.....	55,15	59,15	63,15
(d) more than 10 000 lb but not exceeding 20 000 lb.....	64,50	68,50	72,50
(v) Dispatch clerk, storeman, warehouseman and timekeeper.....	43,23	47,23	51,23
(vi) Watchman, R12,50 per week.....			
(vii) Packer.....	33,70	37,70	41,70
(viii) Learner packer.....	23,25	27,25	31,25
(ix) Bending, punching, riveting, drilling and/or assembling of metal parts.....			
(x) Employees employed in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts	29,30	33,30	37,30
(xi) "Casual employees", the wage prescribed for the class of work performed by such casual employee.			
XVI. Office employees.—Notwithstanding anything to the contrary in this Agreement, the following shall be the wages payable to male and female office employees:			
Male:	Per month R	Female:	Per month R
First year of employment.....	40,00	First year of employment.....	36,00
Second year of employment.....	54,00	Second year of employment.....	44,00
Third year of employment.....	68,00	Third year of employment.....	54,00
Fourth year of employment.....	82,00	Fourth year of employment.....	63,00
Fifth year of employment.....	98,00	Thereafter.....	72,00
Thereafter.....	110,00		

W. P. GERMISHUIZEN, Chairman, Industrial Council.
J. J. ANTONIE, Vice-Chairman, Industrial Council.
G. D. J. JORDAAN, Secretary, Industrial Council.

Signed at Bloemfontein on 30 April 1971.

Loon per uur (sent) vir die eerste jaar met ingang van die datum waarop hierdie Ooreen- koms bindend word	Loon per uur (sent) vir die tweede jaar waarin hierdie Ooreenkoms bindend is	Daarna
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I. (a) <i>Meubels maak</i> , wat enige werksaamheid of proses in die vervaardiging en/of inmeekaarsit van meubels beteken, hetsy in die geheel of gedeeltelik, met die hand, met handgereedskap of meganiese toestelle, maar nie die werksaamhede omvat wat in subparagraaf (b) van hierdie paragraaf genoem word nie.....			88,00	92,00	96,00
(b) <i>Diverse werksaamhede</i> :					
(i) Vasbout van skoolbanke, voustoel; en stoelpote aan stoele van die soort bekend as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" en "Super".....			29,30	33,30	37,30
(ii) Maak en/of skerpmaak van houtpenne en bout met die hand en/of masjien.....			23,25	27,25	31,25
(iii) Houtpenne met die hand inslaan.....					
(iv) Skuurpapierbewerking met die hand, afgesien daarvan of die artikel wat geskuur word, stil staan of draai.....			29,30	33,30	37,30
(v) Soliede hout met die hand of meganiese proses buig.....					
(vi) Lym van meubels verwyder.....					
(vii) Lym meng, weeg en berei.....					
(viii) Die aansit van lym en lymhardmakers met die hand, kwas of masjien, maar uitdruklik met uitsondering van die aanmeekaarsit van meubelonderdele.....			23,25	27,25	31,25
(ix) Mowwe vir wietletjies inslaan.....			29,30	33,30	37,30
(x) Gate of barste in meubels met houtvulsels of soortgelyke middels vul.....					
(xi) Bedysters, knoppe en wietletjies inmeekaarsit.....					
(xii) Handlanger behulpzaam met meubelonderdele inmeekaarsit of bymeekaarsit vir die doel om aanmeekaar te voeg deur middel van klampe of druktoestelle; met dien verstande dat die verhouding van werknemers wat die werk uitvoer en werknemers wat die loon ontvang wat voorgeskryf word in klousule 34 (2) nie meer as 2 tot 1 mag wees nie; met dien verstande voorts dat sodanige handlangers nie as handlangers geag word by die afwesigheid van genoemde werknemer wat geregtig is op die voorgeskrewe loon soos voorgeskryf in klousule 34 (2): Met die bepaling dat genoemde handlangers nie geregtig is om gate te boor nie.....			23,25	27,25	31,25
(xiii) Hoekblokkies aan stoele vasslaan, mits geen skroewe gebruik word nie.....			29,30	33,30	37,30
(xiv) 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.....					
II. <i>In bestek bring</i> , wat beteken die bereiding van 'n plan om meubels te vervaardig, deur middel van 'n stang, plank, lat, roede of strook, gewoonlik volgens vasgestelde lengte gemaak, waarop of die hoogtes, wydtes, of enige ander afmeting van die artikels wat vervaardig word, afgemerk is.....			88,00	92,00	96,00
III. <i>Afmerk</i> :					
(a) Wat beteken die maak van merke aan hout vir meubelstukke of in die geheel of gedeeltelik volgens afmetings deur middel van duimstok, meetstok, reiplank, leipatroon, stelmassien of enige ander toestel vir die doel om of masjienwerk, pas of inmeekaarsitwerk te verrig.....			88,00	92,00	96,00
(b) Herhalingsafmerk van skouer- en/of knieblokke en/of stukke met 'n ontwerp of patroon.....			23,25	27,25	31,25
IV. (a) <i>Meubels met masjiene maak</i> , wat enige werksaamheid of proses beteken wat verrig word deur enige soort of klas masjien by die vervaardiging van meubels te gebruik, hetsy in die geheel of gedeeltelik, met inbegrip van die werking van meervoudige drommasjiene maar uitgesonderd die ondergenoemde diverse bedrywighede.....			88,00	92,00	96,00
(b) <i>Diverse masjienwerksaamhede</i> by die maak van meubels:					
(i) Enkeldromskuurder oprig en bedien.....					
(ii) Skarnier-uitholmasjien oprig en bedien vir die doel om inhamme te sny vir slotte en skarniere.....			49,10	53,10	57,10
(iii) Gate boor.....					
(iv) Skuurpapierrolle of -skywe en -bande vir oopbandskuurder maak en las en skuurpapierrolle vasgom.....			23,50	27,25	31,15
(v) Enige soort trillende heen-en-weer-bewegende handskuurpapier-masjien wat met die hand gedraai word, oprig en bedien.....			29,30	33,30	37,30
(vi) Tol-, skyf-, driehoek- en draagbare skuurmasjien oprig en bedien.....			33,70	37,70	41,70
(vii) Oopbelt-skuurmasjien oprig en bedien.....			52,20	56,20	06,20
V. (a) <i>Meubels poleer</i> , wat enige werksaamhede of proses beteken, met die hand of meganiese toestel verrig vir die verkryging van 'n gepoleerde en/of afgewerkte oppervlakte deur middel van skellak, verf, duco, lakvernis, emalie, sellulose, vernis, beits, 'n pasta wat as 'n skuurmiddel en/of poleermiddel of albei werk, of soortgelyke stowwe, en dit omvat die greineer en pas van kleure van alle soorte en klasse meubels, maar uitgesonderd ondergenoemde diverse bedrywighede.....			88,00	92,00	96,00
(b) <i>Diverse poleerwerksaamhede</i> :					
(i) Wasbestryking.....					
(ii) Die verf en/of opvul van die kante van reeplaag- en/of laaghout om 'n oppervlakte vir poleerwerk en/of lakverniswerk en/of greinwerk en/of pas van kleur te berel.....					
(iii) Die verwydering van deure en toebehore ter bereiding vir poleerwerk.....					
(iv) Met gips of enige ander vulsel opvul.....			29,30	33,30	37,30
(v) Handskuurwerk.....					
(vi) Meubels met sure of enige ander bleikmiddel bleik.....					
(vii) Uitmekaarhaal.....					
(viii) Spuit van metaal.....					
(ix) Beits, opvul, olie en/of met die hand alleen herstel.....					
(x) Filtreer van materiaal.....			23,25	27,25	31,25
(xi) Spuittoestelle skoonmaak.....					

	Loon per uur (sent) vir die eerste jaar met ingang van die datum waarop hierdie Ooreen- koms bindend word	Loon per uur (sent) vir die tweede jaar waarin hierdie Ooreenkoms bindend is	Daarna
VI. (a) <i>Meubels stoffeer</i> , wat enige werksaamheid of proses beteken by die bedekking van enige soort meubel, hetsy in die geheel of gedeeltelik, ongeag die materiaal gebruik, en dit omvat o.a. die sny van alle oortreksels en los oortreksels, die stik en/of met die hand of met 'n meganiese toestel las, vlegwerk wat die in posisie plaas van vlegwerk en plaasvervanger uitgesonderd hout of metaallatte en dwarsstawe omvat, opvul, rottangvleg, bedek, knope aanwerk, ryg, vaskram, beslagnaels inslaan en opstop, eenhede aan rame heg, uitgesonderd bedrame, maar behalwe die werk deur die naaister verrig en die ondergenoemde diverse werksaamhede.....	88,00	92,00	96,00
(b) <i>Diverse meubelstoffeerwerksaamhede</i> :			
(i) Vlegwerk en ander plaasvervangers as hout- of metaallatte en dwarsstawe in posisie plaas.....	33,70	37,70	41,70
(ii) Eenhede aan ander rame as bedrame heg.....	88,00	92,00	96,00
(iii) Hout- en metaallatte en dwarsstawe aan rame vir stoffering plaas.....	52,90	56,90	60,90
(iv) Kussings met veerbinnewerk en/of veereenhede vul.....	62,30	66,30	70,30
(v) Klaarvervaardigde rottangmatte aansit.....	49,10	53,10	57,10
(vi) Riempiewerk.....			
(vii) Spiraalvere en/of ketting- en/of "nie-sak"-vere en/of hoepelyster of ander dergelike materiaal vashaak vir die uitsluitlike doel om te dien as 'n stut vir 'n los kussing of stut vir binnevoetstuk of ateljeerusbank.....	29,30	33,30	37,30
(viii) Klapperhaar of ander materiaal met die hand en/of masjien uitpluis.....			
(ix) Vulsel in touvorm losdraai.....	23,25	27,25	31,25
(x) Bandwerk van stoffeerdere se kraallyste.....			
(xi) Knope en klossies maak.....			
(xii) 'n Doekspreimasjien laai, stoot en bedien.....	29,30	33,30	37,30
(xiii) Met die hand of masjien deurstik.....			
(xiv) Deurvlegte kussingkie aan veereenhede of met die hand of masjien heg, stik of vaskram.....	49,10	53,10	57,10
(xv) Vulsel op veereenheid spreid.....			
(xvi) Stoffeeder help deur oortreksel vas te hou.....	23,25	27,25	31,25
(xvii) Los sitvlakke van stoele stoffeer.....	62,30	66,30	70,30
Vir die toepassing van hierdie paragraaf en paragraaf XI beteken 'n veereenheid 'n onafhanklike versameling van spiraalvere of deurlopende vere so onderling verbind, verbonde of vervaardig om 'n veerfondament en/of binnewerk te verskaf vir gebruik in 'n binneveermatras, kussing, stoelmat of enige ander bed en/of sittoestel.			
VII. (a) <i>Meubelsnywerk en/of houtsnijwerk</i> , wat enige werksaamheid of proses beteken, hetsy in die geheel of gedeeltelik, gedoen met die hand, handgereedskap, of 'n meganiese toestel om 'n vorm, patroon, medaljon of kopie (ewebeeld) van enige voorwerp te maak waarvan die doel is om enige soort of klas meubel te versier en/of te verfraai.....	88,00	92,00	96,00
(b) Die agtergrond van houtsniewerk stipfel en pons.....	33,70	37,70	41,70
VIII. <i>Meubel-houtdraaiwerk</i> , wat enige werksaamheid of proses beteken, met die hand of meganiese proses verrig in die vervaardiging van 'n afgewerkte artikel of onderdeel, hetsy in die geheel of gedeeltelik, gebruik as, of in verband met meubels van enige soort.....	88,00	92,00	96,00
IX. (a) <i>Meubelfineerwerk</i> , wat enige werksaamheid of proses beteken, met die hand of meganiese toestel verrig by die bedekking van enige soort meubels of meubelonderdele, hetsy in die geheel of gedeeltelik, met fineerhoutoplegels, ingelegde hout, masjienvoegwerk, bypassende fineerwerk en/of geperste fineerwerk, maar omvat nie die ondergenoemde diverse werksaamhede nie.....	88,00	92,00	96,00
(b) <i>Diverse fineerwerksaamhede</i> —			
(i) Fineerhout met band vasheg, -kram en/of spyker om met hand of masjien geperste word.....			
(ii) Masjienvoegwerk sonder bande.....			
(iii) Perse van enige soort bedien.....			
(iv) Vakuumsak en enige soort pers laai en ontlai.....	23,25	27,25	31,25
(v) Gom- of ander bande was.....			
(vi) Onderdele na perswerk stapel.....			
(vii) Lym met die hand of met masjien spreid.....			
(viii) Lym verwyder.....			
X. (a) <i>Leerlinge in diens om die klasse werk genoem in paragrawe I tot IX te leer</i> :			
Vir die eerste jaar van leerlingskap.....	15,00	19,00	23,00
Vir die tweede jaar van leerlingskap.....	24,44	28,44	32,44
Vir die derde jaar van leerlingskap.....	33,70	37,70	41,70
Vir die vierde jaar van leerlingskap.....	43,23	47,23	51,23
Daarna teen die skale in paragrawe I tot en met IX vir werknemers voorgeskryf.			
(b) <i>Meerderjarige leerlinge uitsluitlik in diens om die stoffeerprosesse by die vervaardiging van ateljeerusbanke te leer</i> :			
Vir die eerste 6 maande van leerlingskap.....	24,35	28,35	32,25
Vir die tweede 6 maande van leerlingskap.....	33,70	37,70	41,70
Vir die derde 6 maande van leerlingskap.....	43,23	47,23	51,23
Vir die vierde 6 maande van leerlingskap.....	52,90	56,90	60,90
Daarna teen die skale in paragrawe I tot en met IX vir werknemers voorgeskryf.			

	Loon per uur (sent) vir die eerste jaar met ingang van die datum waarop hierdie Ooreen- koms bindend word	Loon per uur (sent) vir die tweede jaar waarin hierdie Ooreenkoms bindend is	Daarna
XI. (a) Beddegoedvervaardiging, d.w.s. die vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrassse gevul met klapperhaar, "Hairlock", flok, kapok, katoen, watte, haarvesel, wol, vere, gras, kaf, strooi, rubber of enige ander soortgelyke materiaal; of enige samestelling van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, vol spiraalvere, maasvere, spiraalvere, alle soorte vere en/of veereenhede, bedkussings, stoelkussings, peule, bo-matrassse, spreie, die aanslaan en/of -haak van springmat-drade, ketting-veermase, spiraalvere aan rame vir bedwerk, maar uitgesonderd die ondergenoemde diverse bedrywigheede			
	50,75	54,75	58,75
(b) Diverse beddegoedwerksaamhede:			
(i) Veermaaswerk vleg.....			
(ii) Vulsel in matrassoortreкке of met die hand of masjien instop.....			
(iii) Sye stik.....			
(vi) Deurstik, of met die hand of masjien.....			
(v) Randstikwerkmasjien bedien.....			
(vi) Topstikwerkmasjien bedien.....			
(vii) Rame en rollers vir die topstikwerkmasjien berei.....			
(viii) Deurgevlegte kussinkies aan veereenhede, of met die hand of masjien, heg, stik en vaskram.....	50,75	54,75	58,75
(ix) Gestikte matrassrande aan veereenhede heg.....			
(x) Vulsel op 'n veereenheid sprei.....			
(xi) Matrasstoppe, hetsy gestik of nie, in posisie heg om 'n voorafvervaardigde of springmatras te bou.....			
(xii) Bande aan kante vir 'n matras met veerbinnewerk stik.....			
(xiii) Rolkantwerk met die hand of masjien.....			
(xiv) Bostukke, rande en oortreksels uitsny.....			
(xv) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrassoortreksels, ateljeerusbank-oortreкке en onderdele.....			
(xvi) Matrashandvatsels aan rande stik.....	40,85	44,85	48,85
(xvii) Randlengtes saamvoeg.....			
(xviii) Die bek van die matras toewerk.....			
(xix) Bedkussings, stoelkussings en peule toewerk.....			
(xx) Bedmatrasrame met die hand vasbout.....			
(xxi) Spoel vir randstikwerk berei.....			
(xxii) Gestikte rande volgens lengte sny.....			
(xxiii) Gate in matrassrande sny.....			
(xxiv) Ventilators en handvatsels aan matrassrande aansit.....			
(xxv) Deurvlegmasjien voer.....			
(xxvi) Kussinkies uitsny en maak, ongeag die materiaal gebruik.....	29,30	33,30	37,30
(xxvii) Latte, dwarsstawe in posisie plaas of vlegwerk aan matras of bedrame heg.....			
(xxviii) Matrasrame kleur.....			
(xxix) Hingsels aan matrassse heg.....			
(xxx) 'n Maas aan matrassraam in posisie plaas en heg.....			
(xxxi) Oë aan naalde in drukdeurstikmasjien hang.....			
(xxxii) Doekspreimasjien laai, stoot en bedien.....			
(xxxiii) 'n Pluismasjien bedien.....	23,25	27,25	31,25
(xxxiv) 'n Oogmaakmasjien bedien.....	29,30	33,30	37,30
(xxxv) Oë aan knope of klossies heg.....			
(xxxvi) Bedkussings, stoelkussings en peule met stowwe of materiaal, behalwe veerbinnewerke en/of veereenhede vul.....	23,25	27,25	31,25
(xxxvii) Bedkussings, stoelkussings en peule weeg.....			
(xxxviii) Beddegoed uitmekaar haal.....			
(xxxix) Wieletjies en mowwe aansit.....			
(xl) Rame vir beddegoed met hand beits en/of vernis.....	29,30	33,30	37,30
(xli) Geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vashaak, afgesien van die materiale waarvan die rame gemaak is.....	23,25	27,25	31,25
(xlii) Ketting, draad, hoepelyster of enige dergelyke materiale vir kettingvere sny.....	52,90	56,90	60,90
(xliii) Kussings met veereenhede vul.....	29,30	33,30	37,30
(xliv) Bedysters aansit.....	23,25	27,25	31,25
(xlv) Klapperhaar of enige materiaal met die hand uitpluis.....	29,30	33,30	37,30
(xlii) Veereenhede aan bedrame heg.....			
XII. Leerlinge in diens om die klasse werk te leer wat in paragraaf XI genoem word:			
Vir die eerste ses maande van leerlingskap.....	19,40	23,40	27,40
Vir die tweede ses maande van leerlingskap.....	24,40	28,40	32,40
Vir die derde ses maande van leerlingskap.....	29,30	33,30	37,30
Vir die vierde ses maande van leerlingskap.....	33,70	37,70	41,70
Daarna die loon in paragraaf XI (a) voorgeskryf.			
XIII. (a) Meubelnaaier of -naaister, d.w.s. 'n werknemer in diens in enige werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of met meganiese toestel gedoen in verband met glijpsteekwerk, die stik en/of aanmekaarvoeg van oortreksels, klappe, kussings, koorde, gordynvalle, peule of gordyne, maar wat nie die uitsny van oortreksels omvat nie			
	40,85	44,85	48,85
(b) Leerlinge in diens om die klas werk te leer in wat in paragraaf XIII (a) genoem word:			
Vir die eerste ses maande van leerlingskap.....	17,20	21,20	25,20
Vir die tweede ses maande van leerlingskap.....	22,15	26,15	30,15
Vir die derde ses maande van leerlingskap.....	26,55	30,55	34,55
Vir die vierde ses maande van leerlingskap.....	31,50	35,50	39,50
Daarna die loon wat in paragraaf XIII (a) voorgeskryf word.			

Loon per uur
(sent) vir die
eerste jaar met
ingang van die
datum waarop
hierdie Ooreen-
koms bindend
word

Loon per uur
(sent) vir die
tweede jaar
waarin hierdie
Ooreen-
koms bindend is

Daarna

XIV. Arbeidswerk, te wete:

(i) Persele skoonmaak en vee.....			
(ii) Masjinerie, installasie, gereedskap en gerei skoonmaak.....			
(iii) Masjiene en/of voertuie olie en smeer.....			
(iv) Afwitwerk.....			
(v) Voertuie laai en/of aflaai.....			
(vi) Materiale aflaai.....			
(vii) Voertuig of handkar stoot of trek.....			
(viii) Afleweringswerk verrig met 'n handvoertuig.....			
(ix) Grondstowwe uitpak, baal en uit bale haal.....			
(x) Uitrustings skoonmaak en afblaas.....			
(xi) Stoomketel, verbrander en/of oond bedien.....			
(xii) Materiaal inpak in of uithaal uit droogoonde.....			
(xiii) Timmerhout met preserveermiddel behandel.....			
(xiv) Artikels in papier of in kartonne en/of kartonhouers verpak en/of daarna die kartonne en houe vul en sluit.....	23,25	27,25	31,25
(xv) Lym afwas en/of afvee.....			
(xvi) Tweedehandse stoffeerwerk en beddegoed stroop.....			
(xvii) Meubelmasjini help om materiale voor en na masjienwerk te hanteer.....			
(xviii) Metaalstawe, skarniere, metaalbuisse, metaalstrookies, draad, hoepelyster en alle soortgelyke materiaal sny.....			
(xix) Klinknaelwerk of skroefdraad sny in ysterboute en -stawe.....			
(xx) Perse van alle tipes bedien.....			
(xxi) Stoffeervere baal en indompel.....			
(xxii) Sorg vir stofsakke en/of siklone van skuurmasjiene.....			
(xxiii) Skuurpapierskywe vaslym.....			
(xxiv) Hoepelyster wat vir vlegwerk gebruik word reguit maak of/en sny.....			
(xxv) Klapperhaar met die hand uitklop en/of uitpluis.....			
(xxvi) Metaalstawe skoonmaak.....			
(xxvii) Tapplaatdrukmasjien bedien.....			
(xxviii) Skroewe insit voordat hulle ingeskroef word.....			

XV. Diverse:

(i) Werknemers wat sweiswerk (uitgesonderd puntsweiswerk) doen.....	88,00	92,00	96,00
(ii) Werknemers wat puntsweiswerk doen.....	46,35	50,35	54,35
(iii) Masjienonderhoudwerktuigkundige.....	88,00	92,00	96,00
(iv) Bestuurder van 'n motorvoertuig waarvan die gewig sonder vrag saam met die gewig van enige sleepwa of sleepwaens, wat deur so 'n voeruit getrek word—			
(a) nie 4 000 lb. oorskry nie.....	27,10	31,10	35,10
(b) 4 000 lb oorskry maar nie 6 000 lb nie.....	45,80	49,80	53,80
(c) 6 000 lb oorskry maar nie 10 000 lb nie.....	55,15	59,15	63,15
(d) 10 000 lb oorskry maar nie 20 000 lb nie.....	64,50	68,50	72,50
(v) Versendingsklerk, magasynmeester, pakhuisman en tydopnemer.....	43,23	47,23	51,23
(vi) Wag, R12,50 per week.....			
(vii) Verpakker.....	33,70	37,70	41,70
(viii) Leerlingverpakker.....	23,25	27,25	31,25
(ix) Metaaldele buig, pons met klinknaels, boor en/of aanmekaarsit.....			
(x) Werknemers in diens in verband met engeen van die prosesse in die vervaardiging van verbinnewerk en/of veereenhede en die vervaardiging van hul onderdele.....	29,30	33,30	37,30
(xi) "Loswerknemers", die loon voorgeskryf vir die klas werk wat so 'n los werknemer verrig.....			

XVI. Kantoorwerknemers.—Ondanks andersluidende bepalings in hierdie ooreenkoms, is onderstaande lone aan manlike en vroulike kantoorwerknemers betaalbaar:

Manlik:	Per maand R	Vroulik:	Per maand R
Eerste jaar diens.....	40,00	Eerste jaar diens.....	36,00
Tweede jaar diens.....	54,00	Tweede jaar diens.....	44,00
Derde jaar diens.....	68,00	Derde jaar diens.....	54,00
Vierde jaar diens.....	82,00	Vierde jaar diens.....	63,00
Vyfde jaar diens.....	98,00	Daarna.....	72,00
Daarna.....	110,00		

W. P. GERMISHUIZEN, Voorsitter van die Nywerheidsraad.

J. J. ANTONIE, Ondervoorsitter van die Nywerheidsraad.

G. D. J. JORDAAN, Sekretaris van die Nywerheidsraad.

Geteken te Bloemfontein op 30 April 1971.

APPENDIX A

[Statement submitted in terms of clause 12 (4) of the Agreement]

Name and address of employer
Week ending _____

Index number allotted by the Council	Surname of employee	Christian name or names of employee	Occupation	Hourly rate	Number of hours worked during week	Total remuneration paid	Amount on which holiday bonus is paid	Total number of hours absent due to illness	Amount paid to Sick Fund	Amount payable to Central Fund	Pension Fund contribution
						R					

AANHANGSEL A

[Staat ingedien ingevolge klousule 12 (4) van die Ooreenkoms]

Naam en adres van werkgever
Week wat eindig op _____

Indeks-nommer deur Raad toegewys	Familienaam van werknemer	Voornaam of -name van werknemer	Beroep	Uurloon	Getal ure gewerk gedurende week	Totale besoldiging betaal	Bedrag waarop vakansiebonus betaal word	Totale getal ure siek	Bedrag betaal aan siekefonds	Bedrag betaalbaar aan die Sentrale Fonds	Pensioen-fonds-bydrae
						R					

APPENDIX B

[Notice required under clause 7 (11) of the Agreement]

Day	Starting time	Finishing time	Meal hour
Monday.....	_____ a.m.	_____ p.m.	_____ p.m. to _____ p.m.
Tuesday.....	_____ a.m.	_____ p.m.	_____ p.m. to _____ p.m.
Wednesday.....	_____ a.m.	_____ p.m.	_____ p.m. to _____ p.m.
Thursday.....	_____ a.m.	_____ p.m.	_____ p.m. to _____ p.m.
Friday.....	_____ a.m.	_____ p.m.	_____ p.m. to _____ p.m.
Forenoon break.....	_____ a.m. to _____ a.m.		
Afternoon break.....	_____ p.m. to _____ p.m.		

AANHANGSEL B

[Ken isgewing vereis ingevolge klousule 7 (11) van die Ooreenkoms]

Dag	Begin tyd	Sluitingstyd	Etensuur
Maandag.....	_____ vm.	_____ nm.	_____ nm. tot _____ nm.
Dinsdag.....	_____ vm.	_____ nm.	_____ nm. tot _____ nm.
Woensdag.....	_____ vm.	_____ nm.	_____ nm. tot _____ nm.
Donderdag.....	_____ vm.	_____ nm.	_____ nm. tot _____ nm.
Vrydag.....	_____ vm.	_____ nm.	_____ nm. tot _____ nm.
Voormiddagpouse.....	_____ vm. tot _____ vm.		
Namiddagpouse.....	_____ nm. tot _____ nm.		

APPENDIX C

MEDICAL CERTIFICATE UNDER CLAUSE 26 (2) OF AGREEMENT

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

with the following results:

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

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

Place _____
Date _____ 19 _____

Medical Officer _____

AANHANGSEL C

GENEESKUNDIGE SERTIFIKAAT INGEVOLGE KLOUSULE 26 (2) VAN DIE OOREENKOMS

Ek sertifiseer dat ek (naam voluit), _____,

geslag _____, ras _____, wat verklaar dat sy/haar teenswoordige ouderdom _____

is, medies ondersoek het met die volgende bevindings:

Ek is oortuig/Ek is nie oortuig dat hy/sy gesond is en geskik vir indiensne nting as leerling in die bedryf van _____

_____ of enige bedryf, sonder gevaar vir homself/haarself of ander.

(a) Toestand van hart en bloedsomloop _____

(b) Aan- of afwesigheid van liggaamlike gebreke of wanstaltigheid insluitende breuke _____

(c) Toestand van longe _____

(d) Toestand van magsels en adenoïde _____

(e) Toestand van nekklere _____

(f) Toestand van tande _____

(g) Gehoor _____

(h) Oë _____

(i) Aansteeklike siektes _____

(j) Pedikulose _____

(k) Liggaamlike ontwikkeling _____

Plek _____

Datum _____ 19 _____

Geneeskundige beampte

No. R. 2207

10 December 1971

**Factories, Machinery and Building
Work Act, 1941**

**Furniture Manufacturing Industry,
Orange Free State**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Furniture Manufacturing Industry, published under Government Notice R. 2206 of 10 December 1971 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.

No. R. 2207

10 Desember 1971

**Wet op Fabriek, Masjinerie en
Bouwerk, 1941**

Meubelnywerheid, Oranje-Vrystaat

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Meubelnywerheid, gepubliseer by Goewermentskennisgewing R. 2206 van 10 Desember 1971 oor die algemeen vir die werknemers wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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