



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

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## GOEWERMENSKENNISGEWINGS

### DEPARTEMENT VAN ARBEID

No. R. 361 9 Maart 1973

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, OOSTELIKE KAAP-  
PROVINSIE.—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 18 Maart 1973 en vir die tydperk wat op 17 Maart 1974 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (4) (c), 21, 23, 24 en 30 van Deel I en klousule 3 (6) (b) van Deel III, met ingang van 18 Maart 1973 en vir die tydperk wat op 17 Maart 1974 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Maraisburg, Middelburg (Kaap), Murraysburg, Noupoot, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing 1287 van 21 Augustus 1959 binne die landdrosdistrik Mount Ayliff geval het), Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere),

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## GOVERNMENT NOTICES

### DEPARTMENT OF LABOUR

No. R. 361 9 March 1973

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,  
EASTERN CAPE PROVINCE.—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 18 March 1973 and for the period ending 17 March 1974, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and the employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (4) (c), 21, 23, 24 and 30 of Part I and clause 3 (6) (b) of Part III shall be binding, with effect from 18 March 1973 and for the period ending 17 March 1974, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Maraisburg, Middelburg (Cape), Murraysburg, Noupoot, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middel-drift, Molteno, Mqanduli, Mount Fletcher, Mount Frere (excluding that portion which, prior to the publication of Government Notice 1287 of 21 August 1959, fell within the Magisterial District of Mount Ayliff), Barkly East, Butterworth, Cathcart, St Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey

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Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoeck, King William's Town, Kirkwood, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngqeleni, Nqamakwe, Port St. John's Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala) en Zwelitsha; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepaling van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (4) (c), 21, 23, 24 en 30 van Deel I en klousule 3 (6) (b) van Deel III, met ingang van 18 Maart 1973 en vir die tydperk wat op 17 Maart 1974 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

#### BYLAE

### NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die

East London, Border and Districts Furniture Manufacturers' Association

en die

Midland Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

en die

National Association of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

#### DEEL I

BEPALINGS VAN TOEPASSING OP DIE NYWERHEID ORAL IN DIE GEBIEDE WAT DEUR DIE OOREENKOMS GEDEK WORD, TENSY DIE TEENOORGESTELDE GEMELD WORD

#### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasies en vakverenigings in die Meubelnywerheid in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Maraisburg, Middelburg (Kaap), Murraysburg, Noupoot, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermenskennisgewing 1287 van 21 Augustus 1959 binne die landdrosdistrik Mount Ayliff geval het), Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoeck, King William's Town, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngqeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala) en Zwelitsha.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—

(a) slegs op werknemers vir wie minimum lone in die Ooreenkoms voorgeskryf word;

(b) op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of met enige kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel nie.

(Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoeck, King William's Town, Kirkwood, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngqeleni, Nqamakwe, Port St John's Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala) and Zwelitsha; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from 18 March 1973 and for the period ending 17 March 1974, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (4) (c), 21, 23, 24 and 30 of Part I and clause 3 (6) (b) of Part III, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

#### SCHEDULE

### INDUSTRIAL COUNCIL FOR THE FURNITURE INDUSTRY OF THE EASTERN CAPE PROVINCE

#### AGREEMENT

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

East London, Border and Districts Furniture Manufacturers' Association

and the

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

and the

National Association of Furniture and Allied Workers of South Africa

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

being parties to the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province.

#### PART I

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

#### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed by members of the employers' organisations and trade unions engaged in the Furniture Industry within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Somerset West, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Maraisburg, Middelburg (Cape), Murraysburg, Noupoot, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere (excluding that portion which, prior to the publication of Government Notice 1287 of 21 August 1959, fell within the Magisterial District of Mount Ayliff), Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoeck, King William's Town, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngqeleni, Nqamakwe, Port St John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala) and Zwelitsha.

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

(a) only to employees for whom minimum wages are prescribed in the agreement;

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



## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 17 Maart 1974 eindig, of vir dié tydperk wat hy mag bepaal.

## 3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel, en omgekeerd.

(1) Tensy onbestaanbaar met die sinsverband, is die volgende woordskrywings van toepassing op Deel I en Deel II van hierdie Ooreenkoms en beteken—

“Wet” die Wet op Nywerheidsversoenig, 1956;  
“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word dienooreenkomstig geregistreer te wees;

“Gebied A” die landdrosdistrikte Oos-Londen, King William's Town, Queenstown, Uitenhage en Port Elizabeth;

“Gebied B” die landdrosdistrikte bedoel in kousule 1, uitgesonderd die landdrosdistrikte Oos-Londen, King William's Town, Queenstown, Uitenhage en Port Elizabeth;

“bonus”—

(1) benewens die voorgeskrewe of ooreengekome loon van 'n werknemer, enige betaling wat voortspruit uit diens ooreenkomstig 'n bonusaansporingskema wat as sodanig in die loonregister bepaal word;

(2) enige ander spesiale of geleentheidsbetaling deur 'n werkgever aan 'n werknemer, benewens die voorgeskrewe of ooreengekome loon soos deur hom as sodanig in die loonregister gestipuleer en wat die werkgever na goedvinde kan intrek;

“opsigter” 'n werknemer wat op die perseel inwoon en wat verantwoordelik is vir een of meer van ondergenoemde pligte:

- (i) Sorg vir die inhoud van die perseel;
- (ii) sorg vir en skoonmaak van die perseel;
- (iii) toesig hou oor skoonmakers;

“onderbaas” iemand wat onder toesig van 'n voorman of bestuurder in diens is by produksieprosesse en daarbenewens daarvoor verantwoordelik is dat 'n groep werknemers in die betrokke afdeling hul werk doeltreffend verrig;

“Raad” die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie, geregistreer ooreenkomstig artikel 19 van die Wet;

“diens” die totale lengte van alle tydperke wat 'n werknemer in die Meubelnywerheid werksaam was;

“bedryfsinrigting” enige plek waar die Meubelnywerheid beoefen word en ook enige plek waar 'n persoon enigeen van of al die klasse werk verrig wat in Deel II van hierdie Ooreenkoms gespesifiseer word;

“ondervinding” met betrekking tot—

(i) 'n klerklike werknemer, die totale tydperk of tydperke wat 'n werknemer as klerklike werknemer werksaam was in enige onderneming, nywerheid of bedryf of in die diens van die Staat;

(ii) enige ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Meubelnywerheid werksaam was;

“voorman” iemand wat in 'n uitvoerende hoedanigheid in diens is en aan die hoof staan van werknemers in 'n bedryfsinrigting of afdeling en beheer uitoefen oor werknemers in die bedryfsinrigting of afdeling en gewoonlik en gereeld leiding gee aan die werk van werknemers en verantwoordelik is daarvoor dat werknemers hul werk doeltreffend verrig;

“Meubelnywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels, afgesien van die materiaal wat gebruik word, en onder andere, ook die volgende werksaamhede:

Heelmaak-, stoffeer-, herstoffeer-, beits-, spuit- of politoerwerk en/of herpolitoeerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of die heelmaak van raamveermatrasses en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of heelmaak van meubels, poleer- en/of herpoleerwerk aan klaviere, of die vervaardiging en/of beits-, spuit- en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging of prosesse in die vervaardiging van beddegoed, wat omskryf en uitgelê moet word asof dit alle soorte matrasses, veermatrasses, oortreksels, kopkussings, peule en stoelkussings insluit en ook die werksaamhede wat uitgevoer word op alle persele waar

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in force for the period ending 17 March 1974 or such period as may be determined by him.

## 3. DEFINITIONS

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

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

“Act” means the Industrial Conciliation Act, 1956;

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

“Area A” means the Magisterial Districts of East London, King William's Town, Queenstown, Uitenhage and Port Elizabeth;

“Area B” means the Magisterial District referred to in clause 1, excluding the Magisterial Districts of East London, King William's Town, Queenstown, Uitenhage and Port Elizabeth;

“bonus” means—

(1) any payment in addition to the prescribed or agreed wage of an employee, arising from employment under a bonus incentive scheme, which is stipulated as such in the wage register;

(2) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register, and which the employer can withdraw at will;

“caretaker” means an employee who is resident on the property and who is responsible for one or more of the following duties:

- (i) Care of the contents of the premises;
- (ii) care and cleaning of the premises;
- (iii) supervision of cleaning staff;

“chargehand” means a person who, under the supervision of a foreman or manager, is employed on production processes and in addition is responsible for the efficient performance of their duties by a group of employees in the department concerned;

“Council” means the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province, registered in terms of section 19 of the Act;

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

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

“experience” means in relation to—

(i) a clerical employee, the total period or periods of service which an employee has had as a clerical employee in any undertaking, industry or trade or in the service of the State;

(ii) any other class of employee, the total period or periods of service which an employee has had in his class in the Furniture Manufacturing Industry;

“foreman” means a person who is employed in an executive capacity in charge of employees in an establishment or department and who exercises control over employees in the establishment or department and customarily and regularly directs the work of employees and is responsible for the efficient performance by employees of their duties;

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

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

houtmasjienwerk, houtdraaiwerk en/of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog heelmaak-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of enige werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop of in sy geheel of in dele uitgevoer word, en die fineerwerk aan gelameleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"uurloon" die weekloon van die betrokke werknemer soos in hierdie Ooreenkoms voorgeskryf, gedeel deur 44;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, arbeider, leerling-verpakker of proefleerling, wat ten tye van sy indiensneming 'n minderjarige is of was, en wat in diens is om enige klas werk te leer wat aangedui word in sy leerlingstifikaat wat ooreenkomstig kousule 28 van hierdie deel van die Ooreenkoms aan hom uitgereik is;

"plaaslike komitee" 'n plaaslike komitee wat ooreenkomstig die konstitusie van die Raad in 'n bepaalde gebied gestig is; "stukwerk" enige stelsel waarvolgens besoldiging gegrond word op die hoeveelheid of omvang van die werk wat verrig is; "besoldiging" enige geldbedrag wat betaal of verskuldig is aan 'n persoon en wat op enige wyse, hoe ook al, uit diens voortspruit;

"korttyd" 'n vermindering in die getal gewone werke in 'n bedryfsinrigting weens bedryfslapte, tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene gebeurtenis veroorsaak is;

"werkende eienaar" of "werkende vennoot" iemand wat self van die werk gespesifiseer in Deel II van hierdie Ooreenkoms, in sy eie bedryfsinrigting verrig.

(2) Tensy dit onbestaanbaar met die sinsverband is, is onderstaande woordomskrivings op Deel II van hierdie Ooreenkoms van toepassing, en beteken—

"los werknemer" 'n werknemer wat by dieselfde werkgever hoogstens drie dae in 'n bepaalde week werk met die doel om grondstowwe van watter soort ook al te laai en/of af te laai en/of te berg;

"klerklike werknemer" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk doen, en sluit dit in 'n rekenmasjienoperateur, 'n kassier en 'n telefoonskakelbordbediener, maar nie enige ander klas werknemer wat elders in hierdie kousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se werk kan uitmaak;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pak-kies;

"jeugdige" 'n werknemer onder die leeftyd van 21 jaar, uitgesonderd 'n vakleerling en 'n arbeider;

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

"masjienonderhoudswerktuigkundige" 'n werknemer wat uitsluitlik enigeen van of al die volgende werksaamhede verrig:

Defekte opspoor in masjinerie wat in of in verband met 'n bedryfsinrigting gebruik word en sodanige masjinerie nasien of herstel, of toesig hou oor enigeen van of al hierdie werksaamhede;

"kantoorbode" 'n werknemer wat boodskappe of artikels te voet of met 'n trapfiets of driewiel buite sy werkgever se bedryfsinrigting bymekaarmaak of aflewer;

"verpakker" 'n werknemer, uitgesonderd 'n arbeider, wat goedere vir vervoer of aflewering verpak, baal of krat;

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

"magasynman" 'n werknemer wat verantwoordelik is vir voorrade, inkomende goedere of klaar of halfklaar produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuys te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuys aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending te lewer;

"tydopnemer" 'n werknemer wat bywoningsregisters nagaan of besonderhede opteken van werknemers wat aan die werk is of afwesig is, of die tyd wat werknemers aan ander take bestee;

"wag" 'n werknemer wat eiendom of persele bewaak of patroleer.

(3) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

of mattresses, springmattresses, overlays, pillows, bolsters and cushions, and include the activities carried on in any premises where woodmachining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

"hourly rate" means the weekly rate of the employee concerned as prescribed in this Agreement, divided by 44;

"learner" means an employee other than an apprentice, labourer, learner-packer or probationer who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate issued to him in terms of clause 28 of this Part of the Agreement;

"local committee" means a local committee established in accordance with the constitution of the Council in a particular area;

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

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

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

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

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

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

"clerical employee" means an employee who is engaged in writing, typing, filing, or in any other form of clerical work and includes an accounting machine operator, a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

"despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the checking, mass-measuring, packing, marking, addressing or despatching of goods or packages;

"juvenile" means an employee under the age of 21 years, excluding an apprentice and a labourer;

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

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

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

"office messenger" means an employee engaged in collecting or delivering messages or articles on foot or manually propelled bicycle or tricycle outside his employer's establishment.

"packer" means an employee, other than a labourer, who is engaged in the packing, baling and crating of goods for transport or delivery;

"probationer" means an employee under 21 years of age employed in a trade designated under the Apprenticeship Act, 1944, but does not include an apprentice;

"storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"timekeeper" means an employee who is engaged in checking attendance records or recording particulars of employees at work or absent from work or the time spent by employees on other tasks;

"watchman" means an employee who is engaged in guarding or patrolling property or premises.

(3) 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. STUKWERK

Geen werkgever mag enigeen toelaat of van hom vereis om stukwerk of werk volgens enige ander stelsel waarvolgens sy verdienste op die hoeveelheid gedane werk gegrond word, te verrig nie, uitgesonderd soos in klousule 5 bepaal.

## 5. AANSPORINGSBONUS

(1) Behoudens die voorwaardes dat geen werkgever minder mag betaal nie as die besoldiging wat in Deel II van hierdie Ooreenkoms voorgeskryf word en geen werknemer sodanige laer besoldiging mag aanneem nie, kan 'n werkgever 'n werknemer se besoldiging grond op die hoeveelheid of omvang van gedane werk: Met dien verstande dat sodanige stelsel van besoldiging nie toegelaat mag word nie, behalwe in die vorm van 'n aansporingsbonusskema oor die bepaling waarvan daar ooreengekom is soos in subklousules (2), (3) en (4) bepaal word.

(2) 'n Werkgever wat 'n aansporingsbonusskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, ná oorlegpleging met enigeen van die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, oor die bepaling van sodanige skema kan ooreenkom.

(3) Die bepaling van so 'n aansporingsbonusskema en alle latere wysigings daarvan waaroor die komitee mag ooreenkom, moet op skrif gestel en onderteken word deur die lede van die komitee en mag nie deur enigeen van die partye verander of beëindig word nie, tensy die party wat die ooreenkoms wil verander of beëindig, die ander party dié skriftelike kennis gegee het waaroor die partye ooreengekom het toe hulle die ooreenkoms aangegaan het.

(4) 'n Werknemer wat vir enige tydperk volgens 'n aansporingsbonusskema werk, moet die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsbonusloon waarvoor daar ingevolge hierdie klousule ooreengekom is.

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

## 6. BUITEWERK

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

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

(3) Geen werkgever en/of werknemer mag werk in verband met die Meubelnywerheid, uitgesonderd dié buitewerk wat in subklousule (1) van hierdie klousule genoem word, in 'n ander perseel onderneem nie as die persele wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, of werkinkels wat by die Raad of plaaslike komitee geregistreer is en uitsluitlik vir werk in verband met die Meubelnywerheid gebruik word.

(4) Geen werkgever mag werk in verband met die vervaardiging van meubels, hetsy in hul geheel of gedeeltelik, uitbestede nie, afgesien van die materiaal wat gebruik word, uitgesonderd dié buitewerk wat in subklousule (1) van hierdie klousule genoem word, tensy dié werk verrig word in persele wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word, of in werkinkels wat by die Raad geregistreer is en uitsluitlik vir werk in verband met die Meubelnywerheid gebruik word.

## 7. WERKURE

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms mag geen werkgever van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as 'n handelsreisiger of opsigter of vir die aflewering van goedere of boodskappe in diens is, vereis of dié werknemer toelaat—

(a) om langer as 44 uur, uitgesonderd etenstye, in 'n bepaalde werk te werk nie; of

(b) om langer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie: Met dien verstande dat in 'n fabriek waarin—

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

(ii) die werknemers gewoonlik op hoogstens vyf dae in die week werk, daar van 'n werknemer vereis of hy toegelaat kan word om op enige werkdag vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of

## 4. PIECE-WORK

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

## 5. INCENTIVE BONUS

(1) Subject to the conditions that no employer shall apply and no employee shall accept remuneration at rates less than the rates prescribed in Part II of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive bonus scheme, the terms of which have been agreed upon as set out in subclauses (2), (3) and (4).

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

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

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

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

## 6. OUTWORK

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

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or workrooms registered with the Council or Local Committee and used solely for work in the Furniture Industry, except such outwork as is provided for in subclause (1) of this clause.

(4) No employer shall give out any work in connection with the manufacture of furniture, either in whole or in part, irrespective of the materials used, other than in premises subject to registration in terms of the Factories, Machinery and Building Work Act, 1941, or workrooms registered with the Council and used solely for work in the Furniture Industry, except such outwork as is provided for in subclause (1) of this clause.

## 7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a commercial traveller, caretaker, or in the delivery of goods or messages—

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

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

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

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

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

(d) as dit 'n vrou is—

(i) om tussen 6-uur nm. en 6-uur vm. te werk nie; of  
(ii) om ná 1-uur nm. op meer as vyf dae in 'n week te werk nie.

(2) Ondanks subklousule (1) (a) en (b) en behoudens klousule 10 van hierdie Deel, kan 'n werkgever 'n werknemer toelaat of van hom vereis om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as 10 mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gemeld word:

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

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

(b) op meer as drie agtereenvolgende dae nie;

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

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

(i) voor 12-uur middag kennis daarvan aan dié werknemer gegee het; of

(ii) dié werknemer van 'n toereikende ete voorsien het voordat sy met haar oortydwerk moet begin; of

(iii) aan dié werknemer 'n toelae van 15c betyds betaal het om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

(3) 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 as hy nie vry is om die perseel van sy werkgever vir dié hele pouse te verlaat nie; of

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgever 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 in paragraaf (b) bedoel, die veronderstelling in hierdie subklousule bedoel, nie ten opsigte van daardie gedeelte van dié tydperk op so 'n werknemer van toepassing is nie.

(4) Elke werkgever moet in sy bedryfsinrigting op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing, in die vorm voorgeskryf in Aanhangsel B van hierdie Deel van die Ooreenkoms, vertoon waarin die aanvang- en uitskeityd van die werk vir elke dag van die week en die etensuur gemeld word.

(5) Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgever hom 'n dag van 24 agtereenvolgende uur vry gee ten opsigte van elke week diens: Met dien verstande dat—

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

(ii) 'n werkgever, in plaas daarvan om sy wag so 'n dag vry te gee, dié wag die loon kan betaal wat hy sou ontvang het as hy nie op so 'n dag gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van so 'n dag wat nie gegee is nie.

## 8. KORTTYD

(1) Indien dit weens 'n slapte in die bedryf in enige bedryfsinrigting onmoontlik gevind word om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk op 'n billike wyse te verdeel onder die werknemers wat in enige afdeling geraak word, en indien dit nodig gevind word om enige werknemers af te dank vir wie lone in klousule 1 van Deel I van hierdie Ooreenkoms voorgeskryf word, moet die werknemers wat die laagste lone verdien, die eerste afgedank word: Met dien verstande dat geen werknemer weens 'n slapte in die bedryf afgedank mag word nie totdat die korttydwerkure daal tot minder as 35 per week oor 'n aaneenlopende tydperk van vier weke.

Vir die toepassing van hierdie klousule word ondergenoemde "afdelings" erken: Met die hand of masjien poleer, meubels met 'n masjien bewerk, meubels maak, stoffeer, fineer, rame maak en beddegoed maak.

(2) 'n Werknemer wat hom op enige dag op die gewone begintyd van die bedryfsinrigting vir diens aanmeld en vir wie daar geen werk is nie, moet ten opsigte van so 'n dag 'n bedrag van minstens vier uur se besoldiging betaal word, tensy sy werkgever hom vooraf in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie.

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

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

(d) who is a female to work—

(i) between 6 o'clock p.m. and 6 o'clock a.m.; or

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

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

(a) ten hours; or

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

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

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

(b) on more than three consecutive days;

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

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

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

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

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

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

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

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

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

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

(5) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

## 8. SHORT-TIME

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

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

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

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



## 9. BETALING VAN BESOLDIGING

(1) Lone en oortyd lone moet weekliks in kontant betaal word tussen 4.30 nm. en 5.45 nm. op die betaaldag, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe waar Vrydag 'n dag is waarop daar nie gewerk word nie; in so 'n geval is die betaaldag die laaste werkdag vóór so 'n Vrydag.

(2) Besoldiging wat kragtens hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet aan hom oorhandig word in 'n verseëelde koevert of houer waarop geskryf moet staan, of wat vergesel moet gaan van 'n staat wat die volgende aantoon: Die werkgewer se naam, die werknemer se naam of nommer of beroep, die getal gewone ure, oortydure of ekstra oortydure gewerk, die verskuldigde besoldiging en die tydperk ten opsigte waarvan die betaling gedoen word, besoldiging verskuldig ten opsigte van werk op 'n Sondag verrig en besonderhede van aftrekkings gedoen; en dié koevert of houer waarop dié besonderhede geskryf staan of dié staat word die eiendom van die werknemer.

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

(4) Geen bedrag mag van die besoldiging van 'n werknemer vir die beskdiging van materiaal afgetrek word nie, ook geen ander bedrag van watter aard ook al nie, met uitsondering van dié hieronder genoem:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid;

(b) met die skriftelike toestemming van die werknemer, bedrae vir 'n siekte-, versekerings-, pensioen- of ander soortgelyke fonds;

(c) met die skriftelike toestemming van die werknemer, kan bedrae vir bydraes tot 'n fonds van die vakvereniging afgetrek word;

(d) bydraes ingevolge klousule 16 van Deel I van die Ooreenkoms;

(e) enige bedrag wat 'n werkgewer weens enige statutêre wet, ordonnansie of regsgeding verplig is om ten behoeve van 'n werknemer te betaal;

(f) enige bedrag wat ooreenkomstig die gemene reg van enige skuld van 'n werknemer aan 'n werkgewer afgetrek mag word;

(g) behoudens die bepalings van klousule 8, 'n bedrag eweredig aan die hoeveelheid korttyd wat gewerk is;

(h) 'n bedrag eweredig aan enige tyd wat 'n bedryfsinrigting gesluit kan wees ingevolge 'n onderlinge skikking tussen die werkgewer en minstens 75 persent van sy werknemers.

## 10. BETALING VIR OORTYD EN VIR WERK OP SONDAG

(1) Alle tyd wat daar meer gewerk word as die weeklikse of daaglikse ure in klousule 7 (1) van hierdie deel van die Ooreenkoms voorgeskryf of wat gewerk word buite die gewone werkure bepaal in die kennisgewing wat ingevolge klousule 7 (4) van hierdie deel van die Ooreenkoms vertoon moet word, word geag oortyd te wees, en behoudens subklousule (2), moet daarvoor soos volg betaal word vir elke uur of deel van 'n uur aldus gewerk:

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

(b) vir alle tyd gewerk tussen 10 nm. en die gewone aanvangtyd van Maandag tot Vrydag of ná 6 nm. op Saterdag, teen twee maal die uurloon van die betrokke werknemer.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom besoldig teen 'n loon van minstens twee maal sy gewone loon ten opsigte van die totale tydperk op so 'n Sondag gewerk, of besoldiging wat minstens twee maal die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat hy gewoonweg op 'n weekdag gewerk, na gelang van watter bedrag die grootste is.

(3) Die plaaslike komitee moet binne sewe dae vanaf die dag waarop die oortyd gewerk is, deur die betrokke werkgewer in kennis gestel word van alle oortyd wat op enige dag van Maandag tot Vrydag gewerk is.

## 11. WERKNEMERS WAT HOËR LONE ONTVANG AS DIÉ WAT VOORGESKRYF WORD

'n Werknemer vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word en wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as die loon wat vir sodanige klas voorgeskryf word, moet, solank hy in die 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 magtiging kan verleen vir 'n verlaging van sodanige hoër loon tot die peil wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

## 9. PAYMENT OF REMUNERATION

(1) Wages and overtime shall be paid in cash weekly between 4.30 p.m. and 5.45 p.m. on the pay-day or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

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

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

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

(a) Except where otherwise provided in this Agreement, an amount proportionate to any period when an employee is not at work otherwise than on the instruction or at the request of his employer;

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

(c) with the written consent of the employee, deductions for contributions to the funds of the trade unions, may be made;

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

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

(f) any amount that may be set off in accordance with common law against any debt owing to an employer by an employee;

(g) subject to the provisions of clause 8, a deduction proportionate to the amount of short-time worked;

(h) a deduction proportionate to any time that an establishment may be closed by a mutual arrangement between the employer and not less than 75 per cent of his employees.

## 10. PAYMENT FOR OVERTIME AND FOR WORK PERFORMED ON A SUNDAY

(1) All time worked in excess of the weekly or daily hours laid down in clause 7 (1) of this part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7 (4) of this part of the Agreement shall be regarded as overtime and shall, subject to the provisions of subclause (2) be paid for as follows for each hour or part of an hour so worked:

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

(b) for any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, at double the hourly rate of the employee concerned.

(2) Whenever an employee works on a Sunday his employer shall pay the employee remuneration at the rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

(3) All overtime worked on any day from Monday to Friday, shall within seven days of the date on which the overtime was worked, be notified in writing to the Local Committee by the employer concerned.

## 11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee for whom wages are prescribed in Part II of this Agreement and who at the date of the commencement thereof is receiving a higher wage than the rate prescribed for such class of work 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 prescribed in this Agreement for an employee of his class.

## 12. VAKANSIEDAE

Ondergenoemde voorwaardes moet nagekom word deur alle werkgewers en werknemers, uitgesonderd los werknemers, vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word:

(1) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Republiekdag en Nuwejaarsdag is vakansiedae met volle besoldiging. Elke werknemer moet, ten opsigte van elk van hierdie vakansiedae, die besoldiging betaal word wat hy sou ontvang het as hy op daardie dag gewerk het: Met dien verstande dat, ingeval enige sodanige vakansiedag op 'n Saterdag val, elke werknemer, benewens sy gewone besoldiging, 'n bedrag gelyk aan agt en 'n half maal sy uurloon betaal moet word, afgesien daarvan of die bedryfsinrigting waarin hy werksaam is, vyf of ses dae per week werk.

(2) Vir tyd op Paasmaandag gewerk, moet die werkgewer, benewens die besoldiging wat ingevolge paragraaf (1) verskuldig is, elke betrokke werknemer besoldig teen die uurloon van sodanige werknemer.

(3) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om op Goeie Vrydag, Hemelvaartsdag, Geloftedag en Republiekdag te werk nie.

(4) Elke bedryfsinrigting moet sluit en geen werkgewer mag van 'n werknemer vereis of hom toelaat om gedurende die tydperk tussen uitskeityd op 21 Desember 1973 en aanvangtyd op 15 Januarie 1974 werk in die Meubelnywerheid te onderneem of te verrig nie.

(5) (a) Die Fonds wat bekend staan as die Sentrale Vakansiefonds van die Meubelnywerheid, Oostelike Kaapprovinsie, word hierby voortgesit. Elke werkgewer moet ten opsigte van elke week 'n bedrag gelyk aan 7% (sewe persent) van die werklike besoldiging, uitgesonderd bonusbetalings, wat elkeen van sy werknemers gedurende daardie week ontvang het, in dié Fonds stort: Met dien verstande dat as 'n werknemer korttydwerk verrig of van die werk af wegbly weens siekte en op versoek van die werkgewer 'n doktersertifikaat kan toon, die werkgewer 7% (sewe persent) van die besoldiging wat die werknemer sou ontvang het as hy voltyds in diens was, moet betaal: Voorts met dien verstande dat die bydrae van 7% (sewe persent) ten opsigte van siekte nie vir 'n langer tydperk as 30 dae in 'n bepaalde jaar betaal hoef te word nie. Wanneer die werkgewer hierdie bedrag betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangsel A van hierdie deel van die Ooreenkoms voorgeskryf word.

(b) Die bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet vóór of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan dit verskuldig is, aan die Sekretaris van die Raad betaal word.

(c) Die bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet, benewens enige loon of oortydbesoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, deur die werkgewer betaal word en mag nie van die loon of oortydbesoldiging van sodanige werknemer afgetrek word nie.

(d) Die Raad moet 'n register byhou van die bedrag wat ingevolge paragraaf (a) ten opsigte van elke werknemer in die Sentrale Vakansiefonds inbetaal word.

(e) Die Sentrale Vakansiefonds moet gebruik word om gedurende ondergenoemde tydperke 'n vakansiebonus onder werknemers te verdeel:

Tussen 8 en 19 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelykstaan met die bedrag wat ingevolge paragraaf (a) hiervan ten opsigte van hom in die Sentrale vakansiefonds gestort is gedurende die jaar wat op die eerste betaaldag in November eindig.

(f) Die Raad kan van die geld wat aan die Sentrale Vakansiefonds behoort, op vaste deposito of as onmiddellik opvraagbare deposito's by 'n bank of geregistreerde bouvereniging belê, en die rente op sulke beleggings kom die algemene fondse van die Raad toe as teenprestatie van die Raad se administrasie van die Fonds.

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

(h) Indien die boedel van 'n werkgewer gesekwestreer of 'n maatskappy, wat 'n werkgewer is, gelikwdeer word, en geld wat deur sodanige werkgewer ingevolge paragraaf (a) hiervan aan die Raad verskuldig is ten opsigte van enige dienstyd van 'n werknemer van hoogstens 12 maande, nie betaal is nie, word die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasië geag geregtig te wees op een en 'n half verlofdae vir elke maand van sodanige tydperk van hoogstens 12 maande.

(i) 'n Openbare rekenmeester wat deur die Raad aangestel word en wie se besoldiging deur die Raad bepaal word, moet die rekenings van die Sentrale Vakansiefonds minstens een keer per jaar ouditeer en voor of op 31 Desember elke jaar 'n staat opstel wat—

(a) alle geld wys wat kragtens hierdie klousule ontvang is, asook

## 12. HOLIDAYS

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

(1) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Republic Day and New Year's Day shall be holidays on full pay. Each employee shall be paid in respect of each of these holidays the remuneration he would have received had he worked on that day: Provided that, in the event of any such holiday falling on a Saturday, each employee shall in addition to his ordinary remuneration be paid an amount equal to eight and a half times his hourly rate irrespective of whether the establishment in which he is employed observes a five- or a six-day week.

(2) For the time worked on Easter Monday, the employer shall, in addition to the remuneration due in terms of paragraph (1), pay to each employee concerned remuneration at the hourly rate of such an employee.

(3) No employer shall require or permit an employee to work on Good Friday, Ascension Day, the Day of the Covenant and Republic Day.

(4) Every establishment shall close and no employer shall require or permit an employee to perform and no employee shall undertake or perform work in the Furniture Manufacturing Industry during the period between finishing time on 21 December 1973 and starting time on 15 January 1974.

(5) (a) The Fund known as the Eastern Province Furniture Central Holiday Fund is hereby continued. Every employer shall pay in respect of each week into such Fund a sum of 7% (seven per cent) of the actual remuneration, excluding bonus payments, earned by each of his employees during that week: Provided that if any employee is on short-time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay 7% (seven per cent) of the remuneration that the employee would have earned had he remained in full-time employment: Provided further that the contribution of 7% (seven per cent) in respect of illness need not be paid for any period of absence in excess of 30 days in any one year. When making such payment the employer shall furnish a statement in the form prescribed in Appendix A to this part of the Agreement.

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

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

(d) The Council shall keep a record of the amount paid in respect of each employee into the Central Holiday Fund in terms of paragraph (a).

(e) The Central Holiday Fund shall be utilised for the purpose of distribution to employees of a holiday bonus over the following periods:

Between 8 and 19 December, each employee shall be paid a holiday bonus equal to the amount paid into the Central Holiday Fund in terms of paragraph (a) hereof in respect of him during the year ending on the first pay-day occurring in November.

(f) The Council may invest any of the moneys belonging to the Central Holiday Fund on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments shall accrue to the general fund of the Council in consideration of the Council's administration of the Fund.

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

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

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

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



(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op die vorige 31 Desember geëindig het, tesame met 'n balansstaat wat die bates en laste van die Fonds, op daardie datum, aantoon.

(j) Gewaarmerkte kopieë van die geauditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet daarna in die kantoor van die Raad ter insae lê. Gesertifiseerde kopieë van die Staat, balansstaat en ouditeur se verslag moet so gou doenlik, maar nie later nie as drie maande ná die einde van die tydperk wat daardeur gedek word, deur die Raad aan die Sekretaris van Arbeid gestuur word.

(k) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of weens enige ander oorsaak gestaak word, moet die Fonds deur die Raad geadministreer word totdat die Raad dit gelikwider of oorgedra het aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds ingestel is.

(l) Ingeval die Raad ontbind word of ophou om ingevolge artikel 34 (2) van die Wet te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad voortgaan om die Fonds te administreer en die lede van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir dié doel geag lede daarvan te wees: Met dien verstande egter dat enige vakatures wat in sodanige Raad ontstaan, deur die Registrateur geval kan word uit die geledere van werkgewers en werknemers in die Meubelnywerheid, Oostelike Kaapprovinsie, ten einde 'n gelyke getal werkgewer- en werknemerverteenwoordigers en -plaasvervangers in die ledetal van die Raad te verseker. Ingeval die Raad nie in staat is nie of onwillig is om sy pligte te vervul, of voor 'n dooie punt te staan kom wat na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad uit te voer, en dié trustee of trustees het vir hierdie doel al die bevoegdhede van die Raad. By die verstryking van hierdie Ooreenkoms moet die Fonds gelikwider word op die wyse voorgeskryf in paragraaf (m) van hierdie subklousule, en as die sake van die Raad by verstryking van die Ooreenkoms reeds afgehandel en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(m) By die likwidasie van die Fonds ingevolge paragraaf (k) hiervan, moet die geld wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word.

### 13. VERSKAFFING VAN GEREEDSKAP

(1) Meubelmakersbanke, klampe, handskroewe, lympotte en alle kwaste moet deur die werkgewer verskaf word.

(2) Die werkgewer moet die gereedskap van die meubelmakers wat in sy diens is, op eie koste verseker teen verlies of vernietiging deur brand of diefstal op die fabrieksterrein. In dié verband is elke meubelmaker verplig om, wanneer dit van hom vereis word, 'n inventaris voor te lê van die gereedskap wat in sy besit is en moet hy voorts die inligting verstrek wat die verskeraars van tyd tot tyd ten opsigte van genoemde gereedskap kan vereis.

### 14. VRYSTELLINGS

(1) Die Raad kan om enige regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waarin die vrystelling van krag is: Met dien verstande dat die Raad, as hy dit doenlik ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat die volgende aantoon:

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ingevolge subklousule (2) van hierdie klousule, waarop die vrystelling verleen word; en
- (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 nummer;
- (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
- (c) wanneer vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(b) expenditure incurred under all headings during the 12 months ended 31 December, preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

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

(k) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original Fund was established.

(l) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act, during any period in which this Agreement is binding, the Council shall continue to administer the Fund and the members of such Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on such Council may be filled by the Registrar from employers and employees in the Furniture Manufacturing Industry, Eastern Cape Province, to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council and who shall possess all the powers of such Council for that purpose. Upon expiry of the Agreement, the Fund shall be liquidated in the manner set forth in paragraph (m) of this subclause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

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

### 13. PROVISION OF TOOLS

(1) Cabinetmakers' benches, cramps, hand screws, gluepots and all brushes shall be provided by the employer.

(2) The employer shall, at his expense, insure against loss or destruction by fire, or burglary of the factory premises, the tools of the cabinetmakers in his employ. In this connection each cabinetmaker shall be obliged to submit, when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools.

### 14. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

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

## 15. BESTAANDE SERTIFIKATE

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

## 16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 15c per week aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en los werknemers) vir wie 'n loon van R14,70 of meer per week voorgeskryf word, en 7c per week van die loon van elkeen van sy werknemers (uitgesonderd leerlinge, vakleerlinge en los werknemers) vir wie 'n loon van minder as R14,70 per week voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word nie in gevalle waar die totale weeklikse verdienste hoogstens R4,20 beloop.

By die totaal van die bedrae wat aldus afgetrek word, moet die werkgewer 'n bedrag byvoeg wat daarmee gelykstaan en die totale bedrag voor of op die 10de dag van die volgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, saam met enige opgaaf wat die Raad van tyd tot tyd mag voorskryf.

## 17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

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

(c) bedryf of bedrywe wat hy in die Nywerheid beoefen;

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

(2) Ingeval die werkgewer 'n vennootskap is, moet die inligting verstrek word wat ooreenkomstig subklousule (1) in verband met elk van die vennote vereis word, en ook die naam waaronder die vennootskap sake doen, moet gemeld word.

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

## 18. WERKENDE EIENAARS EN VENNOTE

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

## 19. VERTONING VAN OOREENKOMST

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms, in die vorm wat voorgeskryf word in die regulasie ooreenkomstig die Wet, in albei amptelike tale op 'n opvallende plek waar sy werknemers maklik toegang daartoe het, in sy bedryfsinrigting vertoon.

## 20. BYHOU VAN REGISTERS

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

## 21. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan al sy werknemers wat verteenwoordigers in die Raad of in die plaaslike komitees is, alle redelike fasiliteite verleen om hul pligte na te kom in verband met vergaderings van die Raad of plaaslike komitees.

## 22. TOEPASSING VAN OOREENKOMST

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek en beslissings vel wat nie met die bepalinge daarvan in stryd is nie.

## 23. AGENTE

(1) Die Raad moet een of meer aangewese persone as agente aanstel wat behulpzaam moet wees met die toepassing van hierdie Ooreenkoms. Die agent het die reg om—

(a) enige perseel of plek waar die Meubelnywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy 'n redelike vermoede het dat enigeen daarin werksaam is;

## 15. EXISTING CERTIFICATES

Notwithstanding the expiry of any previous agreements for the Industry, the Council shall continue to administer all or any learnership certificates issued under such previous agreements until such certificates shall expire by the effluxion of time or otherwise have 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 15c per week from the wages of each of his employees (other than learners, apprentices and casual employees) for whom a wage of R14,70 or more per week is prescribed and 7c per week from the wages of each of his employees (other than learners, apprentices and casual employees) for whom a wages of less than R14,10 per week is prescribed: Provided that no deductions shall be made when the total weekly earnings of an employee do not exceed R4,20.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the 10th day of the following month the total sum to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, together with such statements as the Council may from time to time determine.

## 17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

(d) names of his employees and occupations in which they are employed.

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

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

## 18. WORKING PROPRIETORS AND PARTNERS

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

## 19. EXHIBITION OF AGREEMENT

Every employer shall display in his establishment a legible copy of this Agreement in the form prescribed in the regulations to the Act in both official languages and in a conspicuous place where it is readily accessible to his employees.

## 20. KEEPING OF RECORDS

The time and wage records which are required to be kept in terms of section 57 of the Act shall be kept in a legible manner in ink.

## 21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

## 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

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

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



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

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

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

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

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

(4) Alle klagte wat die partye aan die Raad rig ten opsigte van die toepassing van hierdie Ooreenkoms moet skriftelik by die Sekretaris van die Raad ingedien word.

#### 24. INDIENSNEMING VAN VAKVERENIGINGARBEID

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

(2) Vir die toepassing van hierdie klousule beteken lidmaatskap 'n lid ooreenkomstig die bepalings van die konstitusie van die vakverenigings of werkgewersorganisasies.

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

Sowel die vakverenigings as die werkgewersorganisasies moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesit is of gekors 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(e) en/of sertifikaat/sertifikate nie meer vir die toepassing van hierdie klousule geldig is nie.

(4) Hierdie klousule is nie op klerklike werknemers van toepassing nie.

(5) Hierdie klousule is nie ten opsigte van 'n immigrant van toepassing gedurende die eerste jaar vanaf die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat as 'n immigrant te eniger tyd ná 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, hierdie klousule onmiddellik in werking tree.

(6) Elke werkgewer moet aan beamptes en ampsbekleërs van die vakverenigings tyd toelaat om vergaderings van die vereniging by te woon: Met dien verstande dat sodanige werknemers die werkgewer minstens een week kennis moet gee van hul voorneme om vergaderings by te woon.

#### 25. PLAASLIKE KOMITEE

In hierdie Ooreenkoms sluit "Raad", tensy dit strydig is met die sinsverband, enige plaaslike komitee in: Met dien verstande dat alle beslissings van die plaaslike komitee onderworpe is aan bekragtiging deur die Raad: Voorts met dien verstande dat enigeen wat deur 'n beslissing van 'n plaaslike komitee geraak word, die reg het om appell by die Raad aan te teken.

#### 26. LONE

(1) Behoudens klousule 9 van hierdie Deel van die Ooreenkoms, mag geen lone wat laer is as dié wat voorgeskryf word in Deel II van hierdie Ooreenkoms, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie.

(2) Ondanks andersluidende bepalings hierin, moet die loon van 'n werknemer wat op 17 Maart 1973 'n hoër loon ontvang het as die loon voorgeskryf vir die klas werk waarvoor hy in diens was en wat op die datum waarop hierdie Ooreenkoms in werking tree, nog by dieselfde werkgewer vir dieselfde klas werk in diens is, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 121 van 16 Januarie 1970 en die loon voorgeskryf in hierdie Ooreenkoms vir die klas werk waarvoor hy in diens is.

(3) Subklousule (2) is nie van toepassing op los werknemers en klerklike werknemers nie.

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

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

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

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

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

(4) All complaints by the parties to the Council in respect of the application of this Agreement shall be lodged through the Secretary of the Council in writing.

#### 24. EMPLOYMENT OF TRADE UNION LABOUR

(1) Members of the trade unions agree to accept employment with members of the employers' organisations only and members of the employers' organisations agree to employ members of the trade unions only: Provided that, apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, this clause shall not apply where an employer or an employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause.

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

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

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

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

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

(6) Every employer shall grant to officials and office-bearers of the trade unions time off to attend meetings of the unions: Provided that employees shall give not less than one week's notice to the employer of their intention to attend such meetings.

#### 25. LOCAL COMMITTEE

In this Agreement "Council" shall, unless inconsistent with the context include any local committee: Provided that all decisions of local committees shall be subject to confirmation by the Council: Provided further that any person affected by a decision of a local committee shall have the right to appeal to the Council.

#### 26. WAGES

(1) Subject to the provisions of clause 9 of this Part of the Agreement no employer shall pay and no employee shall accept wages lower than those prescribed in Part II of this Agreement.

(2) Notwithstanding anything to the contrary contained herein, the wage of an employee who, on 17 March 1973, was in receipt of a wage higher than the wage prescribed for the class of work on which he was engaged and who, on the date on which this Agreement comes into operation, is still in the employ of the same employer on the same class of work, shall be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice R. 121, dated 16 January 1970, and the wage prescribed in this Agreement for the class of work on which he is employed.

(3) The provisions of subclause (2) shall not apply to casual employees and clerical employees.

## 27. INDIENSNEMING VAN MINDERJARIGES

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

## 28. LEERLINGE

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

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

(3) (a) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgewer, die klas werk en die werksaamhede ten opsigte waarvan die leerlingskap toegestaan word 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 subklousule (7) van hierdie klousule nie meer van toepassing is nie en nadat daar een week vooraf skriftelik kennis aan die werkgewer en die werknemer gegee is, enige sertifikaat wat ooreenkomstig hierdie subklousule uitgereik is, mag intrek, afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

(b) Leerlingsertifikate moet slegs ten opsigte van die klasse werk in subklousule (6) hiervan en in klousule 1 van Deel II genoem, uitgereik word. Geen sertifikaat mag uitgereik word ten opsigte van 'n klas werk wat ingevolge die Wet op Vakleerlinge, 1944, deel van 'n aangewese bedryf nie.

(4) 'n Duplikaatkopie van elke sertifikaat wat ingevolge subklousule (3) van hierdie klousule uitgereik word, moet ingedien word by die werkgewer 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, te bepaal, kan enige vorige ondervinding in die Nywerheid na goedvinde van die Raad in aanmerking geneem word, en die loon moet gemeld word in die sertifikaat wat die Raad ingevolge subklousule (1) uitreik.

(6) (a) 'n Leerling mag nie gedurende sy leertyd langer as drie maande in dieselfde werk in diens wees sonder dat die Raad goedkeuring daartoe verleen het nie.

(b) Die groepe werksaamhede ten opsigte waarvan leerlingskappe in beddegoedmakery toegestaan word, is—

- (i) draadvlegwerk;
- (ii) matrasmakery.

(c) Die werksaamhede ten opsigte waarvan leerlingskappe in naaiers- of naaisterswerk toegestaan word, is—

- (i) glipsteekwerk, die stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne, maar met uitsondering van die sny van oortreksels;
- (ii) die sny van matrasslope en -oortreksels, en kopkussings.

(7) (a) Die Raad kan op aansoek magtiging verleen vir die indiensneming van leerlinge in die volgende getalsverhoudings:

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

Die leerlingskappe by die maak van beddegoed en by die naaiers- of naaisterswerk moet toegestaan word slegs in 'n verhouding van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede wat in klousules 5 (1), 7 en 9 van Deel II van hierdie Ooreenkoms bedoel word.

(b) Ingeval die Raad daarvan oortuig is dat behoorlike fasiliteite bestaan vir die opleiding van leerlinge, en die vereiste getal volwassenes en/of werknemers wat die lone ontvang wat in klousule 1 van Deel II van hierdie Ooreenkoms gespesifiseer word, nie beskikbaar is nie, mag die getalsverhouding van leerlinge uitgebrei word.

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

(d) Subklousule (7) (a) is nie van toepassing op bedryfsinrigtinge wat nie vir 'n ononderbroke tydperk van 12 maande bestaan het nie.

(8) Die leertydperk vir die klasse werk in klousule 1 van Deel II van hierdie Ooreenkoms bedoel, is vier jaar. Die leertydperk vir die klasse werk in klousules 8 en 10 van Deel II bedoel, is twee jaar.

## 27. EMPLOYMENT OF MINORS

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

## 28. LEARNERS

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

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

(3) (a) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer, the class of work and the operations in respect of which the learnership is granted 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.

(b) Learnership certificates shall be issued only in respect of the classes of work referred to in subclause (6) hereof and in clause 1 of Part II. No certificate shall be issued in respect of any class of work which forms part of a designated trade in terms of the Apprenticeship Act, 1944.

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

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

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

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

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

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

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

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

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

The learnership in bedding-making, seamsters' or seamstresses' work shall be granted only in a ratio of one learner to each three adult employees engaged in the group of operations referred to in clauses 5 (1), 7 and 9 of Part II of this Agreement.

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

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

(d) The provisions of subclause (7) (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months.

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



**29. VOOR- EN NAMIDDAGPOUSES**

Daar moet elke dag aan elke werknemer 'n pouse van 10 minute sowel in die voor- as namiddag toegestaan word wat as tyd gewerk gereken moet word.

**30. VAKVERENIGINGLEDEGELD**

'n Werkgewer kan met die toestemming van die werknemer, van die loon wat aan laasgenoemde verskuldig is dié bydraes aftrek wat die werknemer vrywilliglik mag besluit om by te dra tot die fondse van enige van die vakverenigings.

**31. WERKNEMERS BETROKKE BY MEER AS EEN WERKSAAMHEID**

'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om, benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas, of

(b) lone teen 'n stygende skaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in Deel II van hierdie Ooreenkoms voorgeskryf word, moet dié werknemer ten opsigte van daardie dag—

(i) in die geval in paragraaf (a) bedoel, minstens die dag-loon betaal, bereken teen die hoër weekloon; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dag-loon betaal, bereken teen die hoogste weekloon vir die hoër klas.

Met dien verstande dat, waar die verskil tussen klasse ingevolge Deel II van hierdie Ooreenkoms gegrond is op ondervinding, geslag of ouderdom, hierdie klousule nie van toepassing is nie.

**32. LOONKORTING**

(1) Geen werknemer mag, terwyl hy in diens van 'n werk-gewer is, 'n geskenk, bonus, lening, waarborg of terugbetaling, hetsy in kontant of in natura, wat in werklikheid neerkom op 'n korting van 'n loon wat ooreenkomstig hierdie Ooreenkoms aan dié werknemer betaal moet word; aan sodanige werk-gewer gee nie en dié werk-gewer mag dit nie van sodanige werknemer ontvang nie.

(2) Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werk-gewer of op 'n plek wat sy werk-gewer aanwys, te eet of in te woon nie, of om van sy werk-gewer goedere te koop of eiendom te huur nie.

**33. DIENSBEEINDIGING**

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

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werk-gewer en 'n werknemer skriftelik ooreenkom om 'n langer tydperk as een uur kennisgewing te bepaal. Versuim om aan so 'n reëling te voldoen, is 'n oortreding van hierdie klousule: Met dien verstande dat 'n werk-gewer of 'n werknemer in plaas van die voorgeskrewe opseggingstyd, of ingeval van 'n ooreen-koms vir 'n langer opseggingstyd, 'n ooreenkomstig verhoogde loon in plaas daarvan aan die werknemer mag betaal of aan die werk-gewer mag betaal of verbeur.

(3) Die opseggingstyd mag nie saamval nie met, en ook mag kennis nie gegee word nie gedurende 'n werknemer se afwesig-heid met verlof wat toegestaan is ingevolge klousule 12 (4) van Deel I van hierdie Ooreenkoms, of met enige tydperk van mili-têre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan.

**34. VERBODE INDIENSNEMING**

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

**35. NAGSKOFWERK**

Indien 'n werk-gewer vereis dat sy bedryfsinrigting sowel gedurende die dag as die nag werk, word enige skof wat ná 5-uur nm. begin werk, as nagskofwerk geag. Alle werknemers vir wie lone in dié Ooreenkoms voorgeskryf word en wat verplig of toegelaat word om nagskofwerk te verrig, moet, benewens die voorgeskrewe loonskaal, 'n bykomende tien persent (10%) van die voorgeskrewe loon ontvang vir alle tyd gedurende die nag-skof gewerk.

Tyd wat 'n werknemer ná die voltooiing van sy gewone skof in die betrokke bedryfsinrigting werk, moet as oortyd beskou word en daarvoor moet betaal word teen die lone in klousule 10 voorgeskryf.

**29. FORENOON AND AFTERNOON BREAKS**

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

**30. SUBSCRIPTIONS TO TRADE UNIONS**

An employer may, with the consent of an employee, deduct from the wages due to the latter such contributions as the employee may on a voluntary basis decide to contribute to the funds of any of the trade unions.

**31. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION**

An employer, who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in Part II of this Agreement shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class:

Provided that where the difference between classes is in terms of Part II of this Agreement based on experience, sex or age, the provisions of this clause shall not apply.

**32. ABATEMENT OF WAGES**

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

(2) Subject to the provisions of the Bantu (Urban Areas) Con-solidation Act, 1945, no employee shall be required as part of his contract of service to board or lodge with his employer, or at any place nominated by his employer or to purchase any goods or hire property from his employer.

**33. TERMINATION OF EMPLOYMENT**

(1) One hour's notice shall be given by the employer or employee to terminate a contract of service: Provided that this shall not effect the right of an employer or employee to ter-minate a contract of service without any notice for any cause recognised by law as sufficient.

(2) Notwithstanding the provisions of subclause (1) of this clause, an employer and employee may agree in writing to pro-vide for a longer period of notice than one hour. Failure to comply with such arrangement shall be a contravention of this clause: Provided that an employer may pay to an employee or an employee may pay or forfeit to an employer an hour's wages for and in lieu of the prescribed period of notice or in the case of any agreement for a longer notice, a correspondingly increased wage in lieu thereof.

(3) The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 12 (4) of Part I of this Agreement, or any period of military training an employee is required to undergo in pursuance of the Defence Act, 1957.

**34. PROHIBITED EMPLOYMENT**

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

**35. NIGHT SHIFT WORK**

Should an employer require his establishment to operate both during the day and night, any shift started after 5 p.m. will be regarded as night shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night shift work must, in addition to the prescribed wage rate, receive an additional ten per cent (10%) of the pre-scribed rate for all time worked during the night shift.

Time worked by an employee after the completion of his usual shift in the establishment concerned, shall be regarded as over-time and must be paid for at the rates prescribed in clause 10.

### 36. HOURLY RATES

Notwithstanding anything to the contrary in this Agreement, all work performed by employees shall be paid for at an hourly rate, the hourly rate to be determined by dividing the prescribed weekly rate by 44.

### 37. SUBSISTENCE ALLOWANCE

Whenever the work of an employee for whom wages are prescribed in clause 11 (5) of Part II of this Agreement, precludes him from returning to his home for his night's rest, he shall be paid in addition to his ordinary remuneration a subsistence allowance of not less than—

- (a) where it is necessary for the employee to obtain an evening meal and bed: R1,33;  
(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R1,66;  
(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R1,99.

[Staat voorgelê kragtens klousule 12 (5) (a) van die Ooreenkoms]

[illegible]

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**R** 0 1 2 3 4 5 6 7 8 9 A B C D E F 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99

[Kennisgewing vereis kragtens klousule 7 (4) van Deel I van die Nywerheidsraadooreenkoms]

| <i>Dag</i>           | <i>Aanvangtyd</i> | <i>Uitskeityd</i> | <i>Etensuur</i> |
|----------------------|-------------------|-------------------|-----------------|
| Maandae.....         | vm. tot .....     | nm. ....          | nm. tot .....   |
| Dinsdae.....         | vm. tot .....     | nm. ....          | nm. tot .....   |
| Woensdae.....        | vm. tot .....     | nm. ....          | nm. tot .....   |
| Donderdae.....       | vm. tot .....     | nm. ....          | nm. tot .....   |
| Vrydae.....          | vm. tot .....     | nm. ....          | nm. tot .....   |
| Saterdag.....        | vm. tot .....     | nm. ....          | nm. tot .....   |
| Voormiddagpouse..... | vm. tot .....     | nm. ....          | nm. tot .....   |
| Namiddagpouse.....   | vm. tot .....     | nm. ....          | nm. tot .....   |

[Doktersertifikaat kragtens klousule 28 (2) van Ooreenkoms vir Meubelnywerheid]

(a) Toestand van hart en bloedsomloop.....

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

(c) Toestand van longe.....

(d) Toestand van mangels en adenoïede.....

(e) Toestand van nekkliere.....

(f) Toestand van tande.....

(g) Gehoor.....

(h) Oë.....

(i) Aansteeklike siektes.....

(j) Pedikulose.....

(k) Liggaamlike ontwikkeling.....

Mediese beampte



[Statement submitted in terms of clause 12 (5) (a) of the Agreement]

Week ending.....

[illegible]

R

Amount payable to Central Holiday Fund..... R.....

R.....

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

| Day                  | Starting time | Finishing time | Meal hour          |
|----------------------|---------------|----------------|--------------------|
| Mondays.....         | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Tuesdays.....        | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Wednesdays.....      | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Thursdays.....       | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Fridays.....         | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Saturdays.....       | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Forenoon break.....  | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |
| Afternoon break..... | a.m. to ..... | p.m. ....      | p.m. to ..... p.m. |

[Medical Certificate under clause 28 (2) of Agreement for Furniture Industry]

I certify that I have medically examined (full name).....

Sex....., race....., who states that his/her present age is....., with the following results:

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

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.

Place.....

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

Medical officer

## PART II

### WAGES

1. Werknemers werksaam in enigeen of al die werksaamhede wat in die Meubelnywerheid verrig word, uitgesonderd die werknemers bedoel in klousules 2 tot 13 van hierdie deel:

Per week:

Gebied A: R42,53.

Gebied B: R39,17.

2. Leerlinge in diens om die werksaamhede te leer wat deur klousule 1 gedek word:

Vir die eerste jaar diens: 30 persent van die loon voorgeskryf in klousule 1.

Vir die tweede jaar diens: 40 persent van die loon voorgeskryf in klousule 1.

Vir die derde jaar diens: 50 persent van die loon voorgeskryf in klousule 1.

Vir die vierde jaar diens: 60 persent van die loon voorgeskryf in klousule 1.

Daarna, die skaal voorgeskryf in klousule 1.

1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry with the exception of the employees referred to in clauses 2 to 13 of this part:

Per week:

Area A: R42.53.

Area B: R39.17.

2. Learners employed in learning the operations covered by clause 1:

For the first year of employment: 30 per cent of the wage prescribed in clause 1.

For the second year of employment: 40 per cent of the wage prescribed in clause 1.

For the third year of employment: 50 per cent of the wage prescribed in clause 1.

For the fourth year of employment: 60 per cent of the wage prescribed in clause 1.

Thereafter the rate prescribed in clause 1.

3. (a) Jeugdige manlike werknemers in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, soos gewysig, moet die loon betaal word wat ingevolge daardie Wet voorgeskryf word vir die toepaslike leerjaar.

(b) Alle ander jeugdiges: Die minimum loon voorgeskryf vir volwasse werknemers indien in dieselfde klas werk.

4. Werknemers wat hout- en metaallatte en dwarsstawe aan rame vir stoffeerwerk vasheg:

Per week:

Gebied A: R25,52.

Gebied B: R23.

5. Werknemers wat die volgende verrig:

- (1) Klaargemaakte rottangmatte vassit;
- (2) eendromskuurder, oopskyfskuurder, tolskuurder, luggevulde skuurder oprig en bedien;
- (3) gate boor;
- (4) slegs met die tapmasjien tappe maak;
- (5) uitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (6) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (7) tapinsteekmasjien bedien;
- (8) hangerboute insteek en 'n poot vasbout of 'n poot vas-skroef, maar uitgesonderd die vassit van die plaat en/of aanhegting aan die raam om die hangerboute te neem;
- (9) 'n randfineermasjien bedien, maar nie randbande aansit nie;
- (10) met 'n masjien skuur, uitgesonderd met twee- en dretrommel- en kombinasietrommel- en bandskuurder:

Per week:

Gebied A: R24,15.

Gebied B: R21,84.

6. Werknemers wat die volgende verrig:

- (1) Vasbout;
- (2) houttappenne en -penne met die hand of masjien maak en/of spits maak;
- (3) met die hand en/of draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;
- (4) soliede hout met die hand of 'n meganiese proses buig;
- (5) gate of barste in meubels met houtvulsel of soortgelyke stowwe vul;
- (6) bedyster, koepels en wieletjierollers vassit;
- (7) was aansit;
- (8) rande verf en/of vul;
- (9) deure en toebehore afhaal voordat dit vir poleerwerk voorberei word;
- (10) met gips of enige ander vulsel vul;
- (11) meubels met sure of enige ander bleikmiddel bleik;
- (12) gepoleerde oppervlak afnerf;
- (13) slegs met die hand beits, olie, vul en/of hernuwe;
- (14) seilbande en/of plaasvervangers aansit maar uitgesonderd die vasbind van spiraalvere;
- (15) laaghout of hardbord aan los sitplekke vir stoffeerwerk vasspyker;
- (16) metaal bespuit;
- (17) riempiewerk;
- (18) heliese vere en/of ketting- en/of sigsag- of nie-sak-tipe veerwerk aanhaak;
- (19) klapperhaar of ander materiaal met 'n masjien uitpluis;
- (20) die agtergrond van houtsniewerk stippel en pons;
- (21) T- en G-kantstrok met die hand vasslaan maar uitgesonderd verstekhoekprofiel;
- (22) bome aan gestoffeerde artikels vasspyker;
- (23) in verband met enigeen van die prosesse in die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
- (24) paneelpenne en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuurafdeling;
- (25) rolle stoffeermateriaal, going, kaliko, crownflex en dergelyke stowwe oopmaak en/of met die hand van selfkant tot selfkant sny, maar uitdruklik nie patroon en/of vorm, gereed vir stoffeerwerk, na grootte sny nie:

Per week:

Gebied A: R13,86.

Gebied B: R12,81.

7. (a) Werknemers wat die volgende verrig:

- (1) Die vervaardiging van beddegoed, wat beteken die vervaardiging met die hand of meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, kapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of enige ander soortgelyke stof; of enige kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte

3. (a) Juvenile male employees engaged in a trade or branch of a trade designated under the Apprenticeship Act, 1944, as amended, shall be paid the rate prescribed in terms of that Act for the appropriate year of apprenticeship.

(b) All other juveniles: The minimum wage prescribed for adult employees employed on the same class of work.

4. Employees engaged in positioning of wooden and metal laths and cross bars to frames for upholstery:

Per week:

Area A: R25,52.

Area B: R23.

5. Employees engaged in—

- (1) fixing up of ready made cane mats;
- (2) setting up and operating single drum sander, open disc sander, bobbin sander, air filled sander;
- (3) boring holes;
- (4) morticing on the mortice machine only;
- (5) operating of the hinge recessing machine for the purpose of cutting recesses for locks and hinges;
- (6) filling of cushions with spring interior and/or spring units;
- (7) operating a dowel insertion machine;
- (8) inserting hanger bolt and bolting on of a leg or screwing in of a leg, but excluding the affixing of the plate and/or attachment to the carcass to take the hanger bolt;
- (9) operating an edge veneering machine, but excluding edgbanding;
- (10) machine sanding, excluding double and triple drum and combination drum and belt sander:

Per week:

Area A: R24,15.

Area B: R21,84.

6. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (3) sandpapering by hand and/or portable sander regardless of whether the articles papered are stationary or rotating;
- (4) bending of solid timber by hand or mechanical process;
- (5) filling of holes or cracks in furniture with wood filler or similar substances;
- (6) fixing bed iron, domes and sockets for castors;
- (7) the application of wax;
- (8) the painting and/or filling of edges;
- (9) the removal of doors and fitting prior to preparation for polishing;
- (10) filling in with plaster of paris or any other filling material;
- (11) bleaching of furniture with acids or any other bleaching agent;
- (12) stripping of polished surface;
- (13) staining, oiling, filling and/or reviving by hand only;
- (14) fixing of webbing and/or substitutes but excluding the lashing of coil springs;
- (15) tacking of plywood or hardboard on to loose seats for upholstery purposes;
- (16) spraying of metal;
- (17) riempic work;
- (18) hooking on of helical springs and/or chain and/or zig-zag or no-zag type of springing;
- (19) teasing coir or other materials by machine;
- (20) stipling and punching the background of carving;
- (21) knocking on of T & G edge strips by hand, excluding mitred corner sections;
- (22) tacking on of bottoms to upholstered articles;
- (23) in connection with any of the processes in the construction of spring interiors and/or spring units and the manufacture of their component parts;
- (24) punching away protruding panel pins and/or nails and/or staples in the hand-sanding section;
- (25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size, pattern and/or shape ready for upholstery:

Per week:

Area A: R13,86.

Area B: R12,81.

7. (a) Employees engaged in—

- (1) bedding-making which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, kapok, cotton wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials; or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all



vere en/of veereenhede, kopkussings, stoekussingspeule, oortreksels, bedspreie, die aanklop en/of aanhaak aan veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die werksaamhede bedoel in subklousules (b) en (c);

- (2) veermaaswerk vleg;
- (3) vulsel met die hand of masjien in matrasslope insteek;
- (4) sye stik;
- (5) klossies maak, met die hand of masjien;
- (6) randstikwerkmasjien bedien;
- (7) topstikmasjien bedien;
- (8) rame en rollers vir die topstikmasjien voorberei;
- (9) deurgevlegte kussinkies aan veereenhede vassit, -stik of kram, hetsy met die hand of masjien;
- (10) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (11) vulsel op 'n veereenheid spreit;
- (12) matrastoppe vassit, hetsy gestik of nie, in posisie om 'n voorafgeboorde binnewerk of veermatras op te bou;
- (13) bande aan kante van 'n binneveermatras stik;
- (14) rolkantwerk met die hand of masjien doen:

Per week:

Gebied A: R26,67.

Gebied B: R24,57.

(b) Werknemers wat die volgende verrig:

- (1) Alle stikwerk nodig by die vervaardiging van toppe, rande, matrasslope, ateljeerusbankoortreksels en -onderdele;
- (2) matrashandvatsels aan rande stik;
- (3) gestikte rande aan matraseenhede stik vóór die stik van kantrande;
- (4) die bek van die matras met die hand of masjien toewerk;
- (5) randlengtes saamvoeg;
- (6) kopkussings, stoelkussings en peule toewerk;
- (7) toppe, rande en slope uitsny:

Per week:

Gebied A: R21,21.

Gebied B: R19,74.

(c) Werknemers wat die volgende verrig:

- (1) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (2) spoel vir 'n randstikmasjien voorberei;
- (3) gestikte rande volgens lengte sny;
- (4) gate in matrasrande pons;
- (5) ventileerders en handvatsels aan matrasrande aansit;
- (6) deurvlegmasjien voer;
- (7) kussinkies uitsny en maak, ongeag die materiaal gebruik;
- (8) latte en dwarsstawe in posisie plaas of vlegwerk aan matras-of bedrame heg;
- (9) matrasrame beits;
- (10) hingsels aan matrasrame heg;
- (11) 'n maas aan 'n matrasraam in posisie plaas en vasheg;
- (12) oë aan naalde in drukdeurstikmasjien hang;
- (13) doekspreimasjien laai, stoot en bedien;
- (14) 'n pluismasjien bedien;
- (15) 'n oogmaakmasjien bedien;
- (16) ogies, knope of klossies heg;
- (17) rame vir beddegoed met die hand beits en/of vernis;
- (18) geweefde draadmaas en kettingveermaas aan rame vir beddegoed inmeekaarsit, aanslaan of vasmaak, afgesien van die materiale waarvan die rame gemaak is;
- (19) bedyster aansit;
- (20) veereenhede aan bedrame vasheg:

Per week:

Gebied A: R13,86.

Gebied B: R12,81.

8. Leerlinge in diens om die klasse werk te leer wat in klousule 7 (a) genoem word:

Per week:

Vir die eerste ses maande diens: 35 persent van die loon voorgeskryf in klousule 7 (a);

Vir die tweede ses maande diens: 45 persent van die loon voorgeskryf in klousule 7 (a);

Vir die derde ses maande diens: 55 persent van die loon voorgeskryf in klousule 7 (a);

Vir die vierde ses maande diens: 65 persent van die loon voorgeskryf in klousule 7 (a);

Daarna die loon voorgeskryf vir 'n werknemer in diens op werk bedoel in klousule 7 (a).

types of spring and/or spring units, pillows, cushion bolsters, overlays, quilts, the knocking on and/or hooking on spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations referred to in subclauses (b) and (c);

- (2) weaving of spring mesh;
- (3) stuffing filling into mattress cases whether by hand or machine;
- (4) side stitching;
- (5) tufting whether by hand or machine;
- (6) operating a border quilting machine;
- (7) operating a top quilting machine;
- (8) preparing frames and rollers for the top quilting machine;
- (9) securing, sewing, or stapling interlaced pads to spring units, whether by hand or machine;
- (10) filling of cushions with spring interiors and/or spring units;
- (11) laying out filling material upon a spring unit;
- (12) securing mattress tops, whether quilted or not, in a position for building a prebuilt interior or spring mattress;
- (13) tape edging a spring interior mattress;
- (14) roll edging by hand or machine:

Per week:

Area A: R26,67.

Area B: R24,57.

(b) Employees engaged in—

- (1) all sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts;
- (2) sewing mattress handles to borders;
- (3) sewing of quilted borders onto mattress units prior to tape edging;
- (4) closing up, by hand or machine, the mouth of mattress;
- (5) joining border lengths;
- (6) closing pillows, cushions, bolsters;
- (7) cutting tops, borders and cases:

Per week:

Area A: R21,21.

Area B: R19,74.

(c) Employees engaged in—

- (1) bolting by hand of bed mattress frames, studio couch frames and cots;
- (2) preparing spools for a border quilting machine;
- (3) cutting quilted borders to length;
- (4) punching holes in mattress borders;
- (5) fitting ventilators and handles to mattress borders;
- (6) feeding the interlacing machine;
- (7) cutting and making of pads, irrespective of materials used;
- (8) positioning of lathes and cross-bars, or fixing webbing to mattress or bed frames;
- (9) staining mattress frames;
- (10) affixing lugs to mattress frames;
- (11) positioning and securing a mesh to a mattress frame;
- (12) hanging loops on needles in compression tufting;
- (13) loading, wheeling, and operating a cloth-spreading machine;
- (14) operating a teasing machine;
- (15) attending a loop making machine;
- (16) attaching loops or buttons or tufts;
- (17) staining and/or varnishing by hand, frames for bedding;
- (18) 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;
- (19) fixing bed irons;
- (20) attaching spring units to bed frames:

Per week:

Area A: R13,86.

Area B: R12,81.

8. Learners employed in learning the classes of work referred to in clause 7 (a):

Per week:

For the first six months of employment: 35 per cent of the wage prescribed in clause 7 (a);

For the second six months of employment: 45 per cent of the wage prescribed in clause 7 (a);

For the third six months of employment: 55 per cent of the wage prescribed in clause 7 (a);

For the fourth six months of employment: 65 per cent of the wage prescribed in clause 7 (a);

Thereafter the wage prescribed for an employee engaged on work referred to in clause 7 (a).

## 9. Werknemers wat die volgende verrig:

(1) Enige werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of meganiese toestel, in glipsteek, stik en/of aanmekaarvoeg van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne, maar omvat nie die uitsny van oortreksels nie;

(2) verwyderbare en/of los stoelkussings vasknoop;

(3) koord en/of vlegsel en/of kisplooiwerk vassit, maar dit nie vaskram en/of met hegspykers vassit nie;

Per week:

Gebied A: R21,21.

Gebied B: R19,74.

10. Leerlinge in diens om die klasse werk te leer wat in klousule 9 bedoel word:

Per week:

Vir die eerste ses maande diens: 30 persent van die loon voorgeskryf in klousule 7 (a).

Vir die tweede ses maande diens: 40 persent van die loon voorgeskryf in klousule 7 (a).

Vir die derde ses maande diens: 50 persent van die loon voorgeskryf in klousule 7 (a).

Vir die vierde ses maande diens: 60 persent van die loon voorgeskryf in klousule 7 (a).

Daarna die loon voorgeskryf vir 'n werknemer in diens op werk bedoel in klousule 9.

## 11. Werknemers wat die volgende verrig:

(1) Persele skoonmaak en vee;

(2) masjinerie, installasies, gereedskap, spuittoestelle en gerei skoonmaak;

(3) masjiene en/of voertuie olie en smeer;

(4) afwit;

(5) voertuie laai en/of aflaa;

(6) materiaal hanteer;

(7) 'n voertuig of stootkar stoot of trek;

(8) met handvoertuie aflewer;

(9) grondstowwe uitpak, baal en uit bale haal;

(10) uitrustung skoonmaak en skoonblaas;

(11) stoomketel, verbrander en/of oond bedien;

(12) drooggoonde laai en ontlai;

(13) tee of ander dergelike drank maak;

(14) hout vir preserving behandel;

(15) artikels in kartonne en/of kartonhouers verpak;

(16) artikels in kartonne en/of kartonhouers verpak en daarna dié kartonne en houers vul en sluit;

(17) lym afwas en/of afvee;

(18) gebruikte stoffeerwerk en beddegoed uitmekaar haal;

(19) meubelmasjienwerker help om materiale vóór en ná masjienbewerking te hanteer;

(20) metaalstawe sny, skarniere, metaalbuise, metaalstrokies, ketting, draad, hoepelyster en ander dergelike materiale sny;

(21) ysterboute en -stawe klink of skroefdraad daarin sny;

(22) enige soort pers bedien;

(23) stoffeerspringvere baal en indompel;

(24) sorg vir stofsakke en/of siklones van skuurmasjiene;

(25) skuurpapierskywe lym;

(26) in papier of karton toedraai;

(27) rubbereenhede in matrasslope insit;

(28) rubber of plaasvervangers daarvan uitsny en aanmekaar lym;

(29) finerhout insit en fineerpers bedien;

(30) lym en papier van geperste finerhout verwyder, afwas en/of skoonmaak;

(31) hoepelyster vir vlegwerk gebruik, reguitmaak en/of sny;

(32) kopkussings, stoelkussings en peule met stowwe of materiaal vul, behalwe veerbinnewerk en/of veereenhede;

(33) klapperhaar met die hand uitklop en/of uitpluis;

(34) metaalstawe skoonmaak;

(35) die massa van kopkussings, peule, bedspreie en stoelkussings meet;

(36) klapperhaar of enige ander materiaal met die hand uitpluis;

(37) beddegoed uitmekaar haal;

(38) lym van meubels verwyder;

(39) metaaldele buig, pons, klink, boor en/of inmeekaarsit;

(40) lym meng, massameet en voorberei;

(41) lym en lymverhardmiddels met die hand, kwas of masjiene aansit en/of spreid, maar uitdruklik nie die meubelonderdele inmeekaarsit of monter nie. Hierdie uitsondering is nie van toepassing op die werknemers in subklousule (45) hieronder gemeld nie.

(42) tapplaatdrukmasjiene bedien;

(43) met leipatroon en/of setmaat afmerk ter voorbereiding van masjienbewerking;

(44) merk van patroon, leipatroon en/of setmaat;

## 9. Employees engaged in—

(1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains, but shall exclude the cutting of covers;

(2) buttoning of movable and/or loose cushions;

(3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof;

Per week:

Area A: R21,21.

Area B: R19,74.

10. Learners employed in learning the class of work referred to in clause 9:

Per week:

For the first six months of employment: 30 per cent of the wage prescribed in clause 7 (a).

For the second six months of employment: 40 per cent of the wage prescribed in clause 7 (a).

For the third six months of employment: 50 per cent of the wage prescribed in clause 7 (a).

For the fourth six months of employment: 60 per cent of the wage prescribed in clause 7 (a).

Thereafter the wage prescribed for an employee engaged on work referred to in clause 9.

## 11. Employees engaged in—

(1) cleaning and sweeping of premises;

(2) cleaning machinery, plant, tools, spray guns and utensils;

(3) oiling and greasing machines and/or vehicles;

(4) lime-washing;

(5) loading and/or unloading vehicles;

(6) handling materials;

(7) pushing or pulling a vehicle or handcart;

(8) delivery by manually-propelled vehicles;

(9) unpacking, baling and unbalancing raw materials;

(10) cleaning and blowing down of equipment;

(11) attending boiler, incinerator and/or oven;

(12) loading and unloading kilns;

(13) making tea or other similar beverages;

(14) the treatment of timber for preservation;

(15) packing articles into cartons and/or cardboard containers;

(16) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers;

(17) washing and/or wiping off glue;

(18) stripping second-hand upholstery and bedding;

(19) assisting a furniture machinist in handling materials before and after machining;

(20) cutting metal rods, cutting hinges, metal tubes, metal strips, chain, wire, hoop-iron and all similar materials;

(21) riveting or making threads on iron bolts and rods;

(22) operating presses of any type;

(23) baling and dipping of upholstery springs;

(24) attending to dust bags and/or cyclones from sanding machines;

(25) glueing sandpaper discs;

(26) wrapping in paper or cardboard;

(27) insertion of rubber units into mattress cases;

(28) cutting and glueing together of rubber or substitute materials;

(29) taping of veneers and attending veneer press;

(30) removing, washing and/or cleaning off glue and paper from pressed veneers;

(31) straightening and/or cutting hoop-iron used for webbing;

(32) filling of pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring-units;

(33) beating and/or teasing coir by hand;

(34) cleaning metal rods;

(35) mass-measuring pillows, bolsters, quilts and cushions;

(36) teasing coir or any other materials by hand;

(37) stripping bedding;

(38) removing glue from furniture;

(39) bending, punching, rivetting, drilling and/or assembling metal parts;

(40) glue mixing, mass-measuring and preparing;

(41) the application and/or spreading of glue and glue hardeners by hand, brush or machine but expressly excluding the putting together or assembling of furniture parts. This exclusion not to apply to the employers referred to in subclause (45) hereunder;

(42) operating the tenon squashing machine;

(43) marking by template pattern and/or jig in preparation for machining;

(44) marking of pattern, template and/or jig;



(45) meubelonderdele inmeekaarsit of monteer deur middel van lym, klampe of druktoestelle: Met dien verstande dat die getalsverhouding van werknemers wat dié werk uitvoer, tot werknemers wat die loon ontvang wat voorgeskryf word in klousule 1 van hierdie Deel en wat klamp- of drukwerk uitvoer, hoogstens twee tot een mag wees;

(46) skuurpapier of -skywe en -bande vir oopbandskuurders maak en saamvoeg;

(47) materiale deursy;

(48) fineerstukke, laaghout en hardbord aan rame of kernmateriaal vassit met bande, kramme, en/of hegspekers, vir perswerk;

(49) verbandlose laswerk met masjien;

(50) enige soort vakuumsak en pers laai en ontlaai;

(51) gom- of ander bande was;

(52) onderdele ná perswerk opstapel;

(53) stoffeerder help deur oortreksel vas te hou;

(54) gomblokke aansmeer;

(55) geriffelde vasmakers insit in die proses om rame inmeekaar te sit;

(56) oortollige fineer met die hand of handgereedskap afwerk nadat fineer aangesit is;

(57) skroewe in reeds geboorde gate insit voordat vasgeskroef word;

(58) moere en/of moerdeksele aan boutte vassit;

(59) handvatsels vasbout;

(60) glas in voorafvervaardigde groewe of sponnings laat sak, maar uitgesonderd glas met kraallyswerk, in posisie versit en/of glas op enige ander manier vassit;

(61) randfineerwerk met die hand doen;

(62) skuimrubber en/of dergelyke stowwe na fatsoen en/of grootte sny;

(63) 'n skuimmaalmasjien bedien;

(64) karton in die stoffeerafdeling met die hand en/of valmes sny, maar uitgesonderd die gebruik van enige ander masjien of die sny van karton in enige ander afdeling;

(65) los stoelkussingslope met vulmateriaal volmaak;

(66) houttappenne met die hand inslaan:

Per week:

Gebied A: R11,13.

Gebied B: R10,29.

12. (a) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk:

Per week:

Gebied A: R42,53.

Gebied B: R39,17.

(b) Werknemers wat puntsweiswerk verrig:

Per week:

Gebied A: R22,10.

Gebied B: R22,10.

(c) Werknemers wat masjinerie onderhou:

Per week:

Gebied A: R42,53.

Gebied B: R39,17.

(d) Werknemers in diens as versendingsklerke, magasynmanne of tydopnemers:

Per week:

Gebied A: R21,21.

Gebied B: R19,74.

(e) Werknemers in diens as opsigters of wagte:

Per week:

Gebied A: R16,38.

Gebied B: R16,12.

(f) Werknemers in diens as verpakkers:

Per week:

Gebied A: R15,86.

Gebied B: R14,28.

(g) Werknemers in diens as leerlingverpakkers:

Per week:

Gebied A: R10,92.

Gebied B: R9,87.

(h) Werknemers in diens as kantoorbodes:

Per week:

Gebied A: R11,13.

Gebied B: R10,29.

(i) Los werknemers:

Per dag:

Gebied A: R2,21.

Gebied B: R1,89.

(45) the putting together or assembling of furniture parts which are to be cramped, clamped or pressed: Provided that the ratio of employees performing this operation to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping, clamping or pressing shall not exceed two to one;

(46) making and jointing sandpaper or discs and belts for open belt sanders;

(47) straining of materials;

(48) taping, stapling and/or tacking of veneers, plywood and hardboard on to frames or core material for pressing;

(49) tapeless jointing by machine;

(50) loading and unloading vacuum bag and press of any kind;

(51) washing of gum or other tapes;

(52) stacking parts after pressing;

(53) assisting upholsterer in holding cover;

(54) rubbing on of glue blocks;

(55) insertion of corrugated fasteners in the process of assembling frames;

(56) trimming away by hand or hand tool of excess veneer after affixing of veneer;

(57) insertion of screws into pre-bored holes preparatory to screwing;

(58) affixing of nut and/or nut covers to bolts;

(59) bolting handles;

(60) dropping glass into pre-made grooves or rebates but excluding the affixing of glass in position with beading and/or securing glass in any other manner;

(61) edge veneering by hand;

(62) cutting foam rubber and/or similar substances to shape and/or size;

(63) operating a foam mincing machine;

(64) cutting of cardboard in the upholstery section by hand and/or guillotine but excluding the use of any other machine or the cutting of cardboard in any other department;

(65) filling loose cushion cases with filling material;

(66) knocking in wooden dowels by hand:

Per week:

Area A: R11,13.

Area B: R10,29.

12. (a) Employees engaged in the welding of metal other than spot welding:

Per week:

Area A: R42,53.

Area B: R39,17.

(b) Employees engaged in spot welding:

Per week:

Area A: R22,10.

Area B: R22,10.

(c) Employees engaged in the maintenance of machinery:

Per week:

Area A: R42,53.

Area B: R39,17.

(d) Employees employed as despatch clerks, storemen or time-keepers:

Per week:

Area A: R21,21.

Area B: R19,74.

(e) Employees employed as caretakers or watchmen:

Per week:

Area A: R16,38.

Area B: R16,12.

(f) Employees employed as packers:

Per week:

Area A: R15,86.

Area B: R14,28.

(g) Employees employed as learner packers:

Per week:

Area A: R10,92.

Area B: R9,87.

(h) employees employed as office messengers:

Per week:

Area A: R11,13.

Area B: R10,29.

(i) Casual employees:

Per day:

Area A: R2,21.

Area B: R1,89.

13. *Klerklike werknemers.*—Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die volgende lone die minimum lone betaalbaar aan manlike en vroulike klerklike werknemers:

Per maand:

Man:

Eerste jaar diens: R28,35.  
Tweede jaar diens: R39,90.  
Derde jaar diens: R52,50.  
Vierde jaar diens: R65,10.  
Vyfde jaar diens: R78,75.  
Daarna: R92,40.

Vrou:

Eerste jaar diens: R28,35.  
Tweede jaar diens: R34,65.  
Derde jaar diens: R37,80.  
Vierde jaar diens: R45,15.  
Daarna: R53,55.

### DEEL III

#### MOTORVOERTUIGDRYWERS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die volgende bepalinge van toepassing op motorvoertuigdrywers in Gebiede A en B.

#### 1. WOORDOMSKRYWINGS

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Deel gebesig en in die Wet op Nywerheids- versoenig, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die sinsverband, beteken—

“los werknemer” ’n werknemer wat op hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

“dag” die tydperk van 24 uur, bereken vanaf die tyd waarop die werknemer begin werk;

“noodwerk” enige werk wat noodsaaklik geword het deur die onklaarraking van installasie of masjinerie of ’n ander onvoorsiene noodgeval of in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkkure, voorgeskryf in klousule 4, verrig kan word nie, en enige ander werk wat weens onvoorsiene omstandighede soos ’n brand, storm, ongeluk, epidemie, gewelddaad, oproer of diefstal sonder versuim verrig moet word, of wat noodsaaklik is om die instandhouding en/of verskaffing te verseker van krag, lig, water, telefoon, openbare gesondheid, gesondheidsdienste, skoonmaakwerk, openbare vervoer- of lughawedienste, of vir die uitvoer van bestellings vir die verskaffing van goedere aan, of die verskaffing van dienste in verband met skepe, treine, lugdienste, hospitale of die gewapende magte van die Republiek;

“bedryfsinrigting” ’n plek waar sake in die Meubelnywerheid gedoen word en omvat dit enige plek waar ’n persoon in diens is in engeen van of al die klasse werk wat in Deel II van hierdie Ooreenkoms genoem word;

“werkure” alle tydperke wat daar gedryf word en alle tyd wat die drywer aan werk in verband met die voertuig of die vrag bestee en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te werk;

“lisensie-owerheid” enige owerheid wat by Wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

“motorvoertuie dryf” om voertuie te dryf wat gebruik word vir die vervoer van goedere en wat aangedryf word deur ander krag as dié van mense of diere, en omvat dit enige tyd wat ’n drywer aan ander werk in verband met die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te werk wanneer dit vereis word;

“stukwerk” of “taakwerk” enige stelsel waarvolgens ’n werknemer se besoldiging gegrond word op die massa, omvang van of getal artikels of goedere wat vervoer is of word, of op die getal ritte onderneem of die kilometers afgelê;

“sleepwa” enige vervoermiddel wat deur ’n voertuig gesleep word;

“onbelaste massa” die massa van enige voertuig en/of sleepwa soos aangedui op ’n lisensie of sertifikaat wat deur ’n lisensie-owerheid uitgereik is ten opsigte van dié voertuig of sleepwa: Met dien verstande dat in die geval van ’n twee- of driewiel- motorvoertuig (uitgesonderd ’n voorhaker) die onbelaste massa geag word onder 454 kg te wees;

“voertuig” ’n vervoermiddel gebruik vir die vervoer van goedere en wat aangedryf word deur ander krag as dié van mense of diere, en sluit ’n voorhaker en/of trekker in;

“loon” dié gedeelte van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van die gewone werkkure vasgestel in klousule 4 van hierdie Deel van die Ooreenkoms.

(2) By die indeling van ’n werknemer vir die toepassing van hierdie Deel, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

13. *Clerical employees.*—Notwithstanding anything to the contrary in this Agreement, the following wages shall be the minimum wages payable to male and female clerical employees:

Per month:

Male:

First year of employment: R28,35.  
Second year of employment: R39,90.  
Third year of employment: R52,50.  
Fourth year of employment: R65,10.  
Fifth year of employment: R78,75.  
Thereafter: R92,40.

Female:

First year of employment: R28,35.  
Second year of employment: R34,65.  
Third year of employment: R37,80.  
Fourth year of employment: R45,15.  
Thereafter: R53,55.

### PART III

#### DRIVERS OF MOTOR VEHICLES

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to drivers of motor vehicles in Areas A and B.

#### 1. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Part which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and unless inconsistent with the context—

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

“day” means the period of 24 hours calculated from the time the employee commences work;

“emergency work” means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 4 and any other work arising from any unforeseen occurrence due to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay or which is necessary to ensure the maintenance and/or provision of power, light, water, telephone, public health, sanitary, cleansing, public transport or airport services, or for the fulfilment of orders for the supply of goods to, or the provisions of services in connection with ships, trains, air services, hospitals or the armed forces of the Republic;

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

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

“licensing authority” means any authority empowered by law to issue licences in respect of vehicles and/or trailers;

“motor transport driving” means the driving of vehicles used for the transportation of goods and which are propelled by other than human or animal power, and includes any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required;

“piece-work” or “task-work” means any system under which an employee’s remuneration is based on the mass, volume or number of articles or goods conveyed or on the number of journeys undertaken or the kilometres covered;

“trailer” means any conveyance drawn by a vehicle;

“unladen mass” means the mass of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer: Provided that in the case of a two or three-wheeled motor vehicle (other than a mechanical horse) the unladen mass shall be deemed to be under 454 kg;

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

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 4 of this Part of the Agreement.

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



## 2. LONE

(1) Die minimum weekloon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:

(a) *Werknemers, uitgesonderd los werknemers.*—'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, dryf waarvan die onbelaste massa tesame met die onbelaste massa van enige sleep-wa of sleepwaens wat deur sodanige voertuie getrek word—

- (i) hoogstens 454 kg (1 000 lb) is: R12,71;
- (ii) meer as 454 kg (1 000 lb) maar hoogstens 2 722 kg (6 000 lb) is: R16,91;
- (iii) meer as 2 722 kg (6 000 lb) maar hoogstens 4 536 kg (10 000 lb) is: R21,16;
- (iv) meer as 4 536 kg (10 000 lb) is: R24,68.

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, een-vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens subklousule (3) en klousule 3 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat in klousule 4 (1) voorgeskryf word, of minder, gewerk het.

(3) *Differensieël loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om, of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas, of
- (b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in Deel II van hierdie Ooreenkoms voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:

- (i) In die geval in paragraaf (a) gemeld, minstens die dagloon bereken teen die hoër weekloon; en
- (ii) in die geval in paragraaf (b) gemeld, minstens die dagloon bereken op die hoogste weekloon vir die hoër klas:

Met dien verstande dat waar daar ooreenkomstig Deel II van hierdie Ooreenkoms 'n verskil tussen klasse is wat gegrond word op ondervinding, geslag of ouderdom, hierdie klousule nie van toepassing is nie.

(4) *Verblyftoelae.*—Wanneer die werk van 'n werknemer hom verhoed om na sy tuiste terug te keer vir sy nagrus, moet hy, benewens die loon voorgeskryf in subklousule (1), 'n verblyftoelae betaal word van minstens—

- (a) waar dit vir die werknemer nodig is om aandete en bed te verkry: R2,50;
- (b) waar dit vir die werknemer nodig is om aandete, bed en onthyt te verkry: R3;
- (c) waar dit vir die werknemer nodig is om bed, onthyt, middagete en aandete te verkry: R3,50.

(5) *Berekening van maandloon.*—Wanneer die loon verskuldig aan 'n werknemer ingevolge klousule 3 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen 'n skaal van vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

## 3. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 5 (3) en (4) moet enige bedrag wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant betaal word, of indien die werkgewer en sy werknemer skriftelik daarvoor ooreengekom het, maandeliks gedurende die werkure of binne 30 minute nadat die werk gestaak is, op die bedryfsinrigting se gewone betaaldag, of by diensbeëindiging indien dit vóór die gewone betaaldag plaasvind, en die bedrag moet in 'n koevert of ander houer wees waarop, of vergesel gaan van 'n staat waarop die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone en oortydwerkure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling geskied, gemeld word.

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

(3) *Premies.*—'n Werkgewer mag nie regstreks of onregstreks ten opsigte van die indiensneming of opleiding van 'n werknemer betaal word of sodanige betaling aanneem nie.

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

(5) *Kos en inwoning.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of van die Bantoe-arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom of 'n persoon of by 'n plek wat deur hom aangewys word, kos en/of inwoning aan te neem nie.

## 2. WAGES

(1) The minimum wage which shall be paid weekly by an employer to each of the undermentioned classes of his employees shall be as set out hereunder:

(a) *Employees other than casual employees.*—An employee who drives a vehicle, other than a steam-wagon, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicles—

- (i) does not exceed 454 kg (1 000 lb): R12,71;
- (ii) exceeds 454 kg (1 000 lb) but does not exceed 2 722 kg (6 000 lb): R16,91;
- (iii) exceeds 2 722 kg (6 000 lb) but does not exceed 4 536 kg (10 000 lb): R21,16;
- (iv) exceeds 4 536 kg (10 000 lb): R24,68.

(b) *Casual employee.*—For each day or part of a day of employment one-fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Basis of contract.*—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in subclause (3) and in clause 3 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 (1) or less.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in Part II of this Agreement shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest weekly rate for the higher class:

Provided that where the difference between classes is, in terms of Part II of this Agreement based on experience, sex or age, the provisions of this clause shall not apply.

(4) *Subsistence allowance.*—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid in addition to the wage prescribed in subclause (1), a subsistence allowance of not less than—

- (a) where it is necessary for the employee to obtain an evening meal and a bed: R2,50;
- (b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R3;
- (c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R3,50.

(5) *Calculation of monthly wage.*—Whenever the wage due to an employee is, in terms of clause 3 (1), paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in subclause (1) for an employee of his class.

## 3. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 5 (3) and (4) any amount due to an employee, other than a casual employee shall be paid in cash weekly, or if the employer and his employee have agreed thereto in writing, monthly, during the hours of work or within 30 minutes of ceasing work, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and shall be contained in an envelope or other container or accompanied by a statement showing the employer's name, employee's name or pay-roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, and the period in respect of which payment is made.

(2) *Casual employee.*—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

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

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or in the Bantu Labour Regulation Act, 1911, an employer shall not require his employees to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes opleë of enige bedrag van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende wel mag aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, voorsorg- of pensioenfonds: Met dien verstande dat die skriftelike toestemming van die werknemer nie verkry hoef te word nie in die geval van 'n aftrekking vir 'n siektebystand- of voorsorgfonds ingevolge die tweede voorbehoud in klousule 6 (1);

(b) met die skriftelike toestemming van 'n werknemer, 'n bedrag vir bydraes tot die fondse van die vakverenigings;

(c) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, 'n bedrag wat in verhouding staan tot die tydperk van sy afwesigheid en wat bereken is op die grondslag van die weekloon wat dié werknemer ten opsigte van sy gewone werkure ten tye van sodanige afwesigheid ontvang het;

(d) 'n bedrag wat 'n werkgewer kragtens of ingevolge enige statutêre wet of bevel van 'n bevoegde hof moet of mag aftrek;

(e) enige bedrag wat ooreenkomstig die gemene reg vir enige skuld van 'n werknemer aan 'n werkgewer afgetrek mag word;

(f) 'n bedrag gelyk aan die loon wat hy sou ontvang het indien hy op so 'n dag gewerk het ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag of Kersdag, waarop van die werknemer vereis of hy toegelaat word om nie te werk nie;

(g) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Bantoe-arbeid Reguleringswet, 1911, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens dié hieronder genoem:

|                      | Per week |        | Per maand |        |
|----------------------|----------|--------|-----------|--------|
|                      | Gebiede  |        | Gebiede   |        |
|                      | A        | B      | A         | B      |
| Kos.....             | R 0,42   | R 0,39 | R 1,82    | R 1,64 |
| Inwoning.....        | 0,21     | 0,19   | 0,91      | 0,82   |
| Kos en inwoning..... | 0,63     | 0,57   | 2,73      | 2,46   |

(h) behoudens klousule 8 van Deel I, 'n bedrag in verhouding tot die hoeveelheid korttyd wat gewerk is.

#### 4. WERKURE, GEWONE EN OORTYD- EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) agt-en-veertig in 'n week vanaf Maandag tot en met Saterdag;

(ii) agt en 'n half op vyf dae in 'n week en vyf en 'n half op die oorblywende dag;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) agt-en-veertig in 'n week vanaf Maandag tot en met Vrydag;

(ii) nege en driekwart op 'n dag: Met dien verstande dat die getal werkure in 'n week hoogstens 48 is.

(2) Die gewone werkure van 'n los werknemer mag hoogstens die volgende wees:

(a) In die geval waar die werkgewer se besigheid gedryf word op 'n grondslag van ses dae per week, agt en 'n half op 'n dag;

(b) in die geval waar die werkgewer se besigheid gedryf word op die grondslag van vyf dae per week, nege en driekwart op 'n dag.

(3) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n etenspouse van minstens een uur nie, en gedurende dié pouse mag geen werk verrig word nie, en die pouse word nie geag deel van die gewone oortydwerkure uit te maak nie: Met dien verstande—

(a) dat, indien sodanige pouse langer as een uur is, enige tydperk van langer as een en 'n kwart uur geag word gewone werkure te wees;

(b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure agtereenvolgend wees.

(5) *Oortyd.*—Alle tyd wat daar langer gewerk word as die getal gewone werkure wat in subklousules (1) en (2) ten opsigte van 'n dag of 'n week voorgeskryf word, word geag oortyd te wees.

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds: Provided that in case of a deduction for sick benefit or provident funds in terms of the second proviso to clause 6 (1) the written consent of the employee need not be obtained;

(b) with the written consent of an employee, deductions for contributions to the funds of the trade unions may be made;

(c) except where otherwise provided in this Agreement, whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

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

(e) any amount which may be set off in accordance with common law against any debt owing to an employer by an employee;

(f) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day, on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such a day;

(g) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:

|                        | Per week |        | Per month |        |
|------------------------|----------|--------|-----------|--------|
|                        | Areas    |        | Areas     |        |
|                        | A        | B      | A         | B      |
| Board.....             | R 0,42   | R 0,39 | R 1,82    | R 1,64 |
| Lodging.....           | 0,21     | 0,19   | 0,91      | 0,82   |
| Board and lodging..... | 0,63     | 0,57   | 2,73      | 2,46   |

(h) subject to the provisions of clause 8 of Part I, a deduction proportionate to the amount of short-time worked.

#### 4. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENTS FOR OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

(a) in the case of an employee who works a six-day week—

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

(ii) eight and a half on five days in any week and five and a half on the remaining day;

(b) in the case of an employee who works a five-day week—

(i) forty-eight in any week from Monday to Friday, inclusive;

(ii) nine and three-quarters on any day: Provided that the number of hours of work in any week does not exceed 48.

(2) The ordinary hours of work of a casual employee shall not exceed—

(a) in the case where the employer's business is conducted on the basis of a six-day week, eight and a half on any day;

(b) in the case where the employer's business is conducted on the basis of a five-day week, nine and three-quarters on any day.

(3) *Meal breaks.*—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(a) if such interval be for longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Hours of work to be consecutive.*—Save as provided in sub-clause (3), all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in subclauses (1) and (2) shall be deemed to be overtime.



(6) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

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

Met dien verstande dat in die geval van 'n werknemer wat meubels verwyder, die beperking van twee uur per dag op enige dag van die eerste vier en enige van die laaste vier werkdag in 'n maand hoogstens twee uur te bowe mag gaan, as die totale getal oortydwerkure wat so 'n werknemer in 'n maand gewerk het, nie deur sodanige verlenging meer as 43½ is nie.

(7) *Besoldiging vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat gewerk word, besoldig teen minstens een en 'n derde maal sy gewone loon: Met dien verstande dat waar die oortyd in 'n week, bereken op 'n daaglikse grondslag, verskil van oortyd bereken op 'n weeklikse grondslag, die grondslag wat die grootste hoeveelheid oortyd gedurende die week bedra, aanvaar moet word.

(8) *Voorbehoudsbepalings.*—Subklousules (3), (4) en (6) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

#### 5. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide jaar diens by hom, 15 agterevolgende werkdag verlof met volle besoldiging toestaan.

(2) Die verlof in subklousule (1) voorgeskryf, moet toegestaan word op 'n tydsked wat die werkgewer moet vasstel: Met dien verstande dat—

(a) indien die verlof nie vroeër toegestaan is nie, dit binne twee maande ná die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;

(b) die verloftydperk nie met siekteverlof wat ingevolge klousule 6 toegestaan is of met enige tydperk van militêre opleiding wat die werknemer ondergaan, mag saamval nie;

(c) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Republiekdag of Kersdag binne die tydperk van die verlof val, nog 'n werkdag in die plek van elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk met volle besoldiging;

(d) 'n werkgewer alle dae geleentheidsverlof wat gedurende die tydperk van een jaar diens waarop die verloftydperk betrekking het, met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek toegestaan is, van die verloftydperk mag aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) gemeld, moet vóór of op die laaste werkdag vóór die aanvangsdatum van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die verloftydperk wat in subklousule (1) bedoel word, hom toegekome het, moet, behoudens voorbehoudsbepaling (d) van subklousule (2), by sodanige beëindiging in plaas van verlof minstens vyf vier-en-twintigstes van die weekloon wat hy onmiddellik vóór die datum van sodanige beëindiging ontvang het, betaal word ten opsigte van elke voltooide maand van sodanige tydperk van minder as een jaar.

(5) 'n Werknemer wat geregtig geword het op 'n verloftydperk ingevolge subklousule (1) en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by sodanige beëindiging ten opsigte van verlof die bedrae betaal word wat in subklousules (1) en (4) genoem word.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit ten opsigte waarvan 'n werknemer afwesig is—

- (a) met verlof kragtens subklousule (1);
- (b) terwyl hy militêre opleiding kragtens die Verdedigingswet, 1957, ondergaan;
- (c) op las of op versoek van sy werkgewer;
- (d) met siekteverlof kragtens klousule 6;

wat altesaam hoogstens 10 weke in 'n jaar ten opsigte van items (a), (c) en (d) beloop, plus enige tydperk tot vier maande militêre opleiding wat in daardie jaar ondergaan is, en word geag te begin—

(i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkomis kragtens enige wet op verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens dié wet op die verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was vóór die inwerking-treding van hierdie Ooreenkomis en op wie enige wet wat vir jaarlikse verlof, voorsiening maak, van toepassing was, maar wat nog nie ooreenkomstig dié wet op verlof geregtig geword het nie, op die datum waarop die diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop die werknemer in sy werkgewer se diens getree het of op die datum waarop hierdie Ooreenkomis in werking getree het, en wel op die jongste van die twee datums.

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

- (a) ten hours in any week;
- (b) two hours on any day;

Provided that in the case of an employee engaged in the removal of furniture, the limit of two hours a day may on any of the first four and any of the last four work-days in a month, be exceeded by not more than two hours, if by such extension the total number of hours of overtime worked by such employee in a month does not exceed 43½.

(7) *Payment for overtime.*—An employer shall pay to his employee in respect of all overtime worked, remuneration at a rate of not less than one and one-third times his ordinary wage: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(8) *Savings.*—The provisions of subclauses (3), (4) and (6) shall not apply to an employee while he is engaged in the performance of emergency work.

#### 5. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee in respect of each completed year of employment with him, 15 consecutive work-days' leave on full pay.

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(a) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;

(b) the period of such leave shall not be concurrent with sick leave granted in terms of clause 6 nor with any period during which the employee is undergoing any military training;

(c) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day be added to the said period as a further period of leave on full pay;

(d) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave remuneration.*—The remuneration in respect of annual leave referred to in subclause (1) shall be paid not later than the last work-day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued shall, save as provided in proviso (d) to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than five twenty-fourths of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon termination be paid in respect of leave the amounts referred to in subclauses (1) and (4).

(6) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of subclause (1);
- (b) undergoing any military training in pursuance of the Defence Act, 1957;
- (c) absent from work on the instruction of or at the request of his employer;
- (d) absent on sick leave in terms of clause 6;

amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year and shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law, providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

## 6. SIEKTEVERLOF

(1) 'n Werkgewer moet sy werknemer ná twee maande diens by hom, en wat afwesig is van die werk as gevolg van siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, die volgende toestaan:

(a) In die geval van 'n werknemer wat ses dae in 'n week werk, altesaam 12 werkdag;

(b) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam 10 werkdag;

siekteverlof gedurende enige diensjaar by hom en moet hom ten opsigte van die tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat 'n werkgewer kan eis dat 'n sertifikaat, onderteken deur 'n geregistreerde mediese praktisyn, ingedien word wat die aard en duur van die werknemer se siekte ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, toon as 'n voorwaarde wat die betaling van enige bedrag ten opsigte van dié afwesigheid voorafgaan: Voorts met dien verstande dat waar daar in 'n bedryfsinrigting ingevolge 'n ooreenkoms tussen 'n werkgewer en sommige van of al sy werknemers of tussen 'n werkgewer en 'n geregistreerde vakvereniging, 'n siektebystand- of voorsorgfonds bestaan of ingestel kan word waartoe dié werkgewer ten opsigte van elk van sy werknemers wat daarby baat 'n bedrag bydra van minstens die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit dié werknemer ingeval van afwesigheid of afwesighede van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is) geregtig is om altesaam in enige bepaalde jaar minstens die bedrag gelyk aan sy volle loon vir twee weke ten opsigte van die afwesigheid of afwesighede te ontvang in omstandighede wat wesenlik nie minder voordelig vir die werknemer is as hierdie bepaling nie, hierdie klousule nie op sodanige werknemers van toepassing is nie: Voorts met dien verstande dat waar daar van 'n werkgewer by enige wet vereis word om hospitaalgeld te betaal en hy dit betaal ten opsigte van 'n werknemer genoem in sodanige wet, dié bedrag aldus betaal, van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klousule, afgetrek mag word, maar hoogstens dié bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor voorsiening hierin gemaak word.

(2) Vir die toepassing van hierdie klousule, beteken die uitdrukking "diens" dieselfde as in klousule 5 (6).

## 7. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae*.—'n Werknemer is geregtig op en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag en Kersdag: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk: Voorts met dien verstande dat, in die geval van 'n werknemer wat vyf dae in 'n week werk, hierdie subklousule nie van toepassing is wanneer sodanige vakansiedag op die sesde dag van die week val nie.

(2) *Besoldiging vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens dié bedrag genoem in subklousule (1), betaal, plus sy weekloon gedeel deur dié getal gewone werkure wat hy in 'n week gewerk het, ten opsigte van elke uur of deel van 'n uur aldus gewerk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Republiekdag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens dié dagloon betaal wat in klousule 2 (1) vir 'n los werknemer voorgeskryf word, plus dié loon gedeel deur nege, ten opsigte van elke uur of deel van 'n uur aldus gewerk.

(3) *Betaling vir werk op Sondag*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgewer hom of—

(i) minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) vir elke uur of deel van 'n uur aldus gewerk, minstens een en 'n derde maal sy gewone loon betaal ten opsigte van dié totale tydperk op dié Sondag gewerk en hom binne sewe dae vanaf die Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen 'n skaal van minstens sy gewone loon asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgewer hom minstens dubbel die loon betaal wat in klousule 2 (1) vir 'n los werknemer voorgeskryf word.

## 6. SICK LEAVE

(1) An employer shall grant to his employee after two months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

(a) in the case of an employee who works a six-day week, 12 work days;

(b) in the case of an employee who works a five-day week, 10 work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence: Provided further that where, in any establishment, there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee, and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees: Provided further that where an employer is, by any law, required to pay, and pays hospital fees in respect of any employee referred to in such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause 5 (6).

## 7. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays*.—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this subclause shall not apply.

(2) *Payment for work on public holidays*.—(a) Whenever an employee, other than a casual employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in subclause (1), plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Republic Day or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 2 (1) for a casual employee, plus, in respect of each hour or part of an hour so worked, such wage divided by nine.

(3) *Payment for work on Sunday*.—(a) Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or

(ii) pay him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday, one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(b) Whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed in clause 2 (1) for a casual employee.



**8. STUKWERK OF TAAKWERK**

(1) Behoudens klousule 3 (6), moet 'n werkgever sy werknemer wat stukwerk of taakwerk vir enige tydperk verrig, besoldig teen die loon waarvoor die werkgever en sy werknemer ooreengekom het. Met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk gedoen, die werkgever sodanige werknemer minstens die volgende moet betaal:

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk of taakwerk verrig word, die weekloon in klousule 2 (1) vir 'n werknemer van sy klas voorgeskryf;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk of taakwerk verrig word, die loon in klousule 2 (1) vir 'n los werknemer voorgeskryf.

(2) 'n Werkgever moet op 'n opvallende plek in sy bedryfsinrigting 'n lys opgeplak hou van die stukwerk- of taakwerklone in subklousule (1) genoem.

(3) Die werkgever mag nie die lone in subklousule (1) gemeld sonder die toestemming van die werknemer verminder nie.

**9. UNIFORMS, OORPAKKE EN/OF BESKERMENDE KLERE**

'n Werkgever moet alle uniforms, oorpakke en/of beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare toestand hou, en dié uniforms, oorpakke en/of beskermende kleren bly die eiendom van die werkgever.

**10. DIENSSERTIFIKAAT**

Op versoek van 'n werknemer moet 'n werkgever by beëindiging van die dienskontrak van enigiemand van sy werknemers, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat verskaf wat die volle naam van die werkgever en werknemer, die aard van die diens, die datum waarop die kontrak in werking getree het en die datum waarop dit beëindig is en die loon op die datum van die beëindiging, vermeld.

**11. LOGBOEK**

(1) Elke werkgever moet 'n logboek met duplikaatfolio's verskaf vir die gebruik van elke werknemer in sy diens, so na as doenlik in die volgende vorm—

**DAAGLIKSE LOG**

Naam van werkgever.....  
 Naam van drywer.....  
 Soort voertuig en die onbelaste massa daarvan.....  
 Getal sleepwaens aangehaak aan voertuig en die onbelaste massa van elke sleepwa.....  
 Tyd waarop werk begin het.....  
 Tyd waarop werk opgehou het.....  
 Getal gewone ure gewerk.....  
 Getal oortydure gewerk.....  
 Etenspouse(s) van.....vm./nm. tot.....vm./nm.  
 Onklaarrakings, ongelukke en/of ander oponthoude.....

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

*Handtekening van drywer*

(2) Elke werknemer moet, wanneer hy van die logboek wat in subklousule (1) genoem word, voorsien word, tensy hy deur siekte of ander onvermydelike oorsake verhinder word om dit te doen, die daaglikse logboek in tweevoud byhou, so na as doenlik in die voorgestreepte vorm, ten opsigte van elke dag se werk en moet binne 24 uur ná die voltooiing van die dag se werk waarop dit betrekking het, 'n ingevulde duplikaatkopie daarvan by sy werkgever inlewer.

(3) 'n Werkgever moet op elke voertuig of sleepwa en wel op 'n toeganklike plek, 'n leesbare kennisgewing wat die onbelaste massa van sodanige voertuig of sleepwa meld ooreenkomstig die lisensie wat ten opsigte daarvan uitgereik is, permanent vasgeheg of aangedui hou.

(4) Elke werkgever moet die ingevulde afskrif van die daaglikse log vir 'n tydperk van drie jaar ná die datum waarop dit ingevul is, bewaar.

**12. BEÏNDIGING VAN DIENSKONTRAK**

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur kennis gee en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgever of werknemer kan die dienskontrak sonder kennisgewing beëindig deur minstens die volgende aan die werknemer te betaal of aan die werkgever te betaal of te verbeur:

(a) In die geval van 24 uur kennisgewing, die weekloon wat die werknemer onmiddellik vóór die datum van die beëindiging ontvang het, gedeel deur ses in die geval van 'n werknemer wat ses dae in 'n week werk, en vyf in die geval van 'n werknemer wat vyf dae in 'n week werk;

**8. PIECE-WORK OR TASK-WORK**

(1) Save as provided in clause 3 (6), an employer shall pay his employee on piece-work or task-work for any period, remuneration at the rates agreed upon between the employer and his employee: Provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

(a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work or task-work is performed, the weekly wage prescribed in clause 2 (1) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which piece-work or task-work is performed, the wage prescribed in clause 2 (1) for a casual employee.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work or task-work rates referred to in subclause (1).

(3) The employer shall not reduce the rates referred to in subclause (1) without the consent of the employee.

**9. UNIFORMS, OVERALLS AND/OR PROTECTIVE CLOTHING**

An employer shall supply and maintain in good condition, free of charge any uniforms, overalls and/or protective clothing, which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and such uniforms, overalls and/or protective clothing shall remain the property of the employer.

**10. CERTIFICATE OF SERVICE**

At the request of an employee, an employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

**11. LOG-BOOK**

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

**DAILY LOG**

Name of employer.....  
 Name of driver.....  
 Type of vehicle and unladen mass thereof.....  
 Number of trailers attached to vehicle and unladen mass of each trailer.....  
 Time of starting work.....  
 Time of finishing work.....  
 Number of ordinary hours worked.....  
 Number of hours overtime.....  
 Meal hour(s).....a.m./p.m. to.....a.m./p.m.  
 Breakdowns, accidents and/or other delays.....

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

*Signature of driver*

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

(3) An employer shall keep permanently affixed to, or indicated on, each vehicle or trailer in an accessible place, a legible notice specifying the unladen mass of such vehicle or trailer according to the licence issued in respect thereof.

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

**12. TERMINATION OF CONTRACT OF EMPLOYMENT**

(1) An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment, or an employer or employee may terminate the contract of employment without notice by the employer paying the employee or the employee forfeiting or paying to the employer not less than—

(a) in the case of 24 hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination, divided by six in the case of an employee who works a six-day week and by five in the case of an employee who works a five-day week;

(b) in die geval van 'n week kennisgewing, die weekloon wat die werknemer onmiddellik vóór die datum van die beëindiging ontvang het:

Met dien verstande dat dit nie die volgende raak nie:

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing wat vir albei partye ewe lank en langer as een week is;

(iii) die werking van 'n verbeurings- of strafbeding wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waarvoor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) gemeld, loop vanaf die dag waarop daar kennis gegee word. Met dien verstande dat die tydperk van kennisgewing nie mag saamval nie met, of dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof wat ooreenkomstig klousule 5, of met siekteverlof wat ooreenkomstig klousule 6 toegestaan is of met enige tydperk waarin hy militêre opleiding kragtens die Verdedigingswet, 1957, ondergaan.

Hierdie Ooreenkoms namens die partye op hede die 20ste dag van November 1972 onderteken.

J. B. CONNACHER, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

(b) in the case of a week's notice, the weekly wage which the employee was receiving immediately before the date of such termination:

Provided that this shall not effect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

(2) When an agreement is entered into in terms of the second proviso to subclause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 5 or on sick leave in terms of clause 6 or whilst undergoing any military training, in pursuance of the Defence Act, 1957.

This Agreement signed on behalf of the parties this 20th day of November 1972.

J. B. CONNACHER, Chairman of the Council.

J. F. KLOPPER, Vice-Chairman of the Council.

A. S. YOUNG, Secretary of the Council.

No. R. 362

9 Maart 1973

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

MEUBELNYWERHEID, OOSTELIKE  
KAAPPROVINSIE

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, Oostelike Kaapprovinsie, gepubliseer by Goewermentskennisgewing R. 361 van 9 Maart 1973, oor die algemeen vir werknemers wie se werkure 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.

No. R. 362

9 March 1973

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941

FURNITURE MANUFACTURING INDUSTRY,  
EASTERN CAPE PROVINCE

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, Eastern Cape Province, published under Government Notice R. 361 of 9 March 1973, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

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