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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 2434

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWINGS.—MEUBELNYWERHEID, ORANJE-VRYSTAAT

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 2212 van 28 Oktober 1988, R. 2750 van 11 Desember 1987, R. 107 van 29 Januarie 1988 en R. 308 van 18 Februarie 1983, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 2435

10 November 1989

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, ORANJE-VRYSTAAT.—HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 2434

10 November 1989

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES.—FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices, Nos. R. 2212 of 28 October 1988, R. 2750 of 11 December 1987, R. 107 of 29 January 1988 and R. 308 of 18 February 1983, with effect from the second Monday after the date of publication of this notice.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2435

10 November 1989

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE.—MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 8 (4) (f) en (h), 21, 23, 24, 27 en 35, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Beroep of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

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

(hierna die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oranje-Vrystaat nagekom word—

(a) deur alle werkgevers wat lede is van die werkgeversorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die provinsie die Oranje-Vrystaat.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

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

(b) van toepassing op vakleerlinge vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarvolgens aangegaan is of met 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 30 April 1993 eindig of vir sodanige tydperk as wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van dié wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees;

"assistent-versendingsklerk" 'n werknemer wat die versendingsklerk onder sy regstreekse toesig bystaan;

(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) (a), 2, 8 (4) (f) and (h), 21, 23, 24, 27 and 35, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

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

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

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

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

National Union of Furniture and Allied Workers of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Orange Free State—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed therein;

(b) in the Province of the Orange Free State.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement—

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

(b) shall, unless inconsistent with the terms of the Manpower Training Act, 1981, or any contract entered into thereunder or any condition imposed in terms of the said Act, apply to apprentices.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as the Minister of Manpower may determine in terms of section 48 of the Act and shall remain in operation for the period ending 30 April 1993 or such period as the Minister may determine.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intension appears, words importing the masculine gender shall also include females, and vice versa; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to be registered under the provisions of the Manpower Training Act, 1981;

"assistant despatch clerk" means an employee who assists the despatch clerk, under his direct supervision;

"assistent-stoorman" 'n werknemer wat die stoorman onder sy regstreekse toesig bystaan;

"assistent-tydbeampte" 'n werknemer wat die tydbeampte onder sy regstreekse toesig bystaan;

"opsigter" 'n werknemer wat op die fabriekspersoneel woon en verantwoordelik is vir een of meer van die volgende pligte:

- (a) versorging van die inhoud van die perseel;
- (b) versorging en skoonmaak van die perseel;
- (c) toesighouding oor skoonmaakpersoneel;

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

"onderbaas" 'n werknemer wat, behoudens die opdragte van die bestuur, op die gebruikelike wyse en gereeld die werk van ander werknemers in een of meer seksies van 'n bedryfsinrigting reël terwyl hy self ook betrokke is by die produksie geheel of in dele van meubels en/of stoffeerwerk;

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

"versendingsklerk" 'n werknemer wat heeltids of hoofsaaklik betrokke is by die versending of verpakking of ontvangs van goedere vir vervoer of aflewering en wat die nagaan, massameet, verpakking, merk, adresseer of versending daarvan kan behartig of daarvoor toesig hou;

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

"ondervinding" die tydperk wat 'n werknemer altesaam in sy beroep in 'n nywerheid werksaam was;

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

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van raamveermatrasses en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtsnijwerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadloosstelle, en omvat dit die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasses, veermatrasses, bomatrasses, bedkussings, peule en stoelkussings, en omvat dit die bedrywighede op alle persele waar houtmasjienwerk, houtdraai- en/of houtsnijwerk in verband met die vervaardiging van meubels gedoen word; en omvat dit verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar die vervaardiging van meubels of werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word, en die finer van deure gemaak en lamelblokboard of laaghout, wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels, uitgesonderd die vervaardiging van metaalkatels;

"voorman" en/of "toesighouer" 'n werknemer wat in 'n toesighoudende hoedanigheid diens doen en wat, onder andere, by die uitvoering van sy pligte, wat regstreks met die Meubelnywerheid verband moet hou—

- (a) as sy vernaamste plig, 'n bedryfsinrigting of 'n afdeling of onderafdeling daarvan bestuur, en/of
- (b) op die gebruikelike wyse en gereeld die werk van ander werknemers reël; en/of
- (c) die bevoegdheid besit om werknemers in diens te neem of te ontslaan of aanbevelings in verband met bevorderings of rangverlagings te doen; en/of
- (d) op gebruikelike wyse en gereeld diskresionêre magte uitoefen; en

"assistant storeman" means an employee who assists the storeman, under his direct supervision;

"assistant timekeeper" means an employee who assists the timekeeper, under his direct supervision;

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

- (a) Care of contents of the premises;
- (b) care and cleaning of the premises;
- (c) supervision of cleaning staff;

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

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

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

"despatch clerk" means an employee who is wholly or mainly engaged in the despatch or the packing or receiving of goods for transport or delivery and who may attend to or supervise the checking, mass-measuring, packing, marking, addressing or despatching thereof;

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

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

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

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

"foreman" and/or "supervisor" means an employee who is employed in a supervisory capacity and who, *inter alia*, in the execution of his duties, which shall be related directly to the Furniture Manufacturing Industry—

- (a) manages an establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and/or
- (d) customarily and/or regularly exercises discretionary powers; and

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

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

maar uitgesonderd werknemers wat betrokke is by kosteberekening, ontwerp, aankoop, beplanning, organiserende, reëling en/of kontroliering van die pligte van voormanne en/of toesighouers. Met dien verstande dat in die afwesigheid van voormanne en/of toesighouers, voornoemde uitgesonderde werknemers as die voormanne of toesighouers beskou moet word:

"werknemer graad I" 'n werknemer wat enigeen van of al die werksaamhede in die Meubelnywerheid verrig, uitgesonderd dié werksaamhede voorgeskryf vir werknemers graad II, III, IV en IV (A) in klousule 34 van die Ooreenkoms;

"werknemer graad II" 'n werknemer wat enigeen van of al die werksaamhede in die Meubelnywerheid verrig wat in items 3, 6, 10, 13 en 22 van klousule 34 van die Ooreenkoms bedoel word;

"werknemer graad III" 'n werknemer wat enigeen van of al die werksaamhede in die Meubelnywerheid verrig wat in items 4, 7, 16, 21, 23, 25 en 26 van klousule 34 van die Ooreenkoms bedoel word;

"werknemer graad IV" 'n werknemer wat enigeen van of al die werksaamhede in die Meubelnywerheid verrig wat in items 5, 8, 9, 12, 15, 17, 18, 19, 20 en 24 van klousule 34 van die Ooreenkoms bedoel word;

"werknemer graad IV (A) (handskuurder)" 'n werknemer wat enigeen van of al die werksaamhede in die Meubelnywerheid verrig wat in items 11, 14 en 27 van klousule 34 van die Ooreenkoms bedoel word;

"onderbaas graad IV" 'n werknemer wat, behoudens die opdragte van die bestuur, op die gebruikelike wyse en gereeld die werk van werknemers graad IV in een of meer seksies van 'n bedryfsinrigting reël terwyl hyself ook betrokke is by die verrigting van die werksaamhede van werknemers graad IV;

"Vakansiebonusfonds" die Oranje-Vrystaatse Vakansiebonusfonds vir Meubelwerkers wat ingevolge klousule 12 (4) (a) voortgesit en deur die Raad geadministreer word;

"uurloon" die werklike weekloon van die betrokke werknemer, gedeel deur 44 of dié kleiner getal ure wat die bedryfsinrigting gewoonlik werk;

"siekte" liggaamlike ongeskiktheid weens ongesteldheid of besering as gevolg waarvan 'n werknemer nie in staat is om te werk nie, maar uitgesonderd ongeskiktheid waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is en/of ongeskiktheid wat spruit uit wanordelike gedrag, opsetlike besering, wangedrag, of die misbruik van sterk drank, alkohol of dwelm-middels;

"vakman" 'n werknemer graad I en/of graad II wat enigeen van of al die werksaamhede in die Meubelnywerheid verrig, uitgesonderd dié werksaamhede voorgeskryf vir werknemers graad III, graad IV en graad IV (A) in klousule 34 en wat—

(a) 'n vakleerlingskap in 'n aangewese ambag ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur die Raad goedgekeur is, uitgedien het; of

(b) in besit is van 'n graad I- of graad II-sertifikaat en/of diploma wat deur die Raad uitgereik is; of

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; en

(d) in besit is van 'n sertifikaat wat ooreenkomstig klousule 26 deur die Raad uitgereik is;

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

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, wat in diens is om 'n klas werk te leer wat in sy leerling- of vrystellingsertifikaat gespesifiseer word;

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

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

but shall exclude employees who are engaged in costing, designing, buying, planning, organising, directing and/or controlling the duties of foremen and/or supervisors: Provided that in the absence of foremen and/or supervisors, the aforesaid excluded employees shall be deemed to be the foremen or supervisors;

"Grade I employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry with the exception of the operations provided for the employees in Grades II, III, IV and IV (A), in clause 34 of the Agreement;

"Grade II employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in items 3, 6, 10, 13 and 22 of clause 34 of the Agreement.

"Grade III employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in items 4, 7, 16, 21, 23, 25 and 26 of clause 34 of the Agreement;

"Grade IV employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in items 5, 8, 9, 12, 15, 17, 18, 19, 20 and 24 of clause 34 of the Agreement;

"Grade IV (A) employee (handsander)" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry referred to in items 11, 14 and 27 of clause 34 of the Agreement;

"Grade IV chargehand" means an employee who customarily and regularly directs, subject to the instructions of the management, the work of Grade IV employees in one or more sections of an establishment whilst he himself is also engaged in the performance of Grade IV operations;

"Holiday Bonus Fund" means the Orange Free State Furniture Workers' Holiday Bonus Fund, continued in the terms of clause 12 (4) (a) and administered by the Council;

"hourly rate" means the actual weekly wage of the employee concerned divided by 44 or such lesser number of hours ordinarily worked by the establishment;

"illness" means physical incapacity through ailment or injury owing to which any employee is unable to work, but excluding incapacity for which compensation is payable under the Workmen's Compensation Act, 1941, and/or incapacity arising out of disorderly behaviour, wilful injury, misconduct, or the misuse of intoxicating liquor, alcohol or drugs;

"journeyman" means a Grade I and/or Grade II employee who performs any or all of the operations performed in the Furniture Manufacturing Industry with the exception of the operations provided for Grade II, Grade IV and Grade IV (A) employees in clause 34 of the Agreement and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by the Council; or

(b) is in possession of a Grade I or Grade II certificate and/or diploma issued by the Council; or

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; and

(d) is in possession of a certificate issued by the Council in terms of clause 26;

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

"learner" means an employee, other than an apprentice, who is employed in learning any class of work specified in his learnership or exemption certificate;

"militêre diens" diens ingevolge die Verdedigingswet, 1957;

"vennoot" iemand wat as sodanig aangedui word in 'n vennootskapsooreenkoms van 'n vennootskap wat kragtens klousule 17 as werkgewer geregistreer is of geregistreer moet word, en—

(a) wat gemagtig is om op die bankrekening van die werkgewer te werk; en/of

(b) wie se naam voorkom as 'n vennoot in die vennootskapsooreenkoms wat by die Raad ingedien is en wat aan die bepalinge van artikel 71 (2) van die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956), moet voldoen;

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

"proefwerknemer" 'n werknemer vir wie lone voorgeskryf word en wat in diens is van 'n spesifieke bedryfsinrigting vir 'n proeftydperk van twee weke om die werkgewer in staat te stel om te bepaal of die werknemer die werksaamhede in klousule 34 van die Ooreenkoms bedoel, kan uitvoer,

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

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

"stoorman" 'n werknemer wat verantwoordelik is vir die voorraad inkomende goedere of klaar of halfklaar produkte en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n stoor of pakhuis of vir die aflewering van goedere uit 'n stoor of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending;

"toesighouer"—kyk "voorman";

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

"loon" of "salaris" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 7 van hierdie Ooreenkoms, of, waar 'n werkgewer gewoonlik aan 'n werknemer 'n hoër bedrag ten opsigte van dié gewone werkure betaal as dié wat aldus voorgeskryf word, die hoër bedrag;

"werkende werkgewer" iemand uitgesonderd 'n vennoot of direkteur in 'n vennootskap of maatskappy of 'n lid van 'n beslote korporasie, wat self werk verrig in enigeen van die werksaamhede bedoel in klousule 34 van die Ooreenkoms en wat—

(a) kragtens klousule 17 as werkgewer geregistreer is of moet wees; of

(b) 'n vennoot is in 'n vennootskap wat kragtens klousule 17 as 'n werkgewer geregistreer is of moet wees; of

(c) 'n direkteur is van 'n maatskappy wat kragtens klousule 17 as 'n werkgewer geregistreer is of moet wees; of

(d) 'n lid is van 'n beslote korporasie wat kragtens klousule 17 as 'n werkgewer geregistreer is of moet wees;

"wag" 'n werknemer wat in diens geneem word deur 'n werkgewer wat by die Raad geregistreer is of moet word, om persele of ander onroerende goed te bewaak.

4. SLUITING VAN BEDRYFSINRIGTING VIR DIE JAARLIKSE VAKANSIESLUITING

Elke werkgewer moet aan sy werknemers jaarlikse verlof van 20 agtereenvolgende werkdagte toestaan wat nie voor 15 Desember of later as 22 Desember 'n aanvang moet neem nie.

5. STUKWERK EN WERK VOLGENS 'N AANSPORINGSKEMA

(1) (a) Geen werkgewer mag van enigiemand vereis of hom toelaat om stukwerk te verrig nie.

(b) Geen werkgewer mag van werknemers vereis of hulle toelaat om volgens 'n ander aansporingskema te werk as dié in hierdie klousule bedoel nie.

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

"partner" means a person reflected as such in a partnership agreement of a partnership which is registered or is required to be registered as an employer in terms of clause 17 and—

(a) who has powers to operate on the banking account of the employer, and/or

(b) whose name appears as a partner in a partnership agreement lodged with the Council, which agreement shall conform to the requirements of section 71 (2) of the Labour Relations Act, Act No. 28 of 1956;

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

"probationer" means an employee for whom wages are prescribed and who is engaged at a specific establishment for a probationary period of two weeks to enable the employer to assess the employee's ability to perform the operations defined in clause 34 of the Agreement;

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

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

"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;

"supervisor"—see "foreman";

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

"wage" or "salary" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as prescribed in clause 7 of this Agreement, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

"working employer" means a person, other than a partner or a director in a partnership or company or a member of a close corporation who himself performs any of the classes of work referred to in clause 34 of the Agreement and who—

(a) is registered as an employer in terms of clause 17, or is liable to such registration; or

(b) is a partner in a partnership which is registered as an employer in terms of clause 17, or is liable to such registration; or

(c) is a director of a company which is registered as an employer in terms of clause 17, or is liable to such registration; or

(d) is a member of a close corporation which is registered as an employer in terms of clause 17, or is liable to such registration;

"watchman" means an employee who is employed by an employer registered or liable for registration with the Council, to guard premises or other immovable property.

4. CLOSING OF ESTABLISHMENT FOR ANNUAL HOLIDAY SHUT-DOWN

Every employer shall grant his employees annual leave of 20 consecutive working days which shall not commence before 15 December or later than 22 December.

5. PIECE-WORK AND WORK UNDER AN INCENTIVE SCHEME

(1) (a) No employer shall require or allow any person to perform piecework.

(b) No employer shall require or allow employees to work under an incentive scheme other than provided for in this clause.

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ooreenkomstig hierdie Ooreenkoms as 'n tydwerker geregtig sou wees nie, kan 'n werkgever 'n werknemer se loon baseer op die hoeveelheid werk verrig of produksie gelewer: Met dien verstande dat sodanige loonbetalingstelsel alleenlik toelaatbaar is in die vorm van 'n aansporingskema ten opsigte waarvan die werkgever en die werknemer ooreengekom het, soos in subklousule (3) en (4) uiteengesit.

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

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

(5) 'n Werknemer wat vir 'n tydperk volgens 'n aansporingsbonusskema in diens geneem is, moet die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsbonusskema waarvoor daar ingevolge hierdie klousule ooreengekom is.

(6) 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 sodanige werk in verband staan met die voltooiing van 'n bestelling wat by die werkgever geplaas is en wat bestaan uit die aanbring, inmeekaarsit, herstel of poleer van meubels in 'n perseel wat die eiendom is van of geokkupeer word deur die persoon vir wie die werk onderneem word.

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

(3) Met uitsondering van sodanige buitewerk as waarvoor daar in subklousule (1) hiervan voorsiening gemaak word, mag geen werkgever en/of werknemer werk onderneem in verband met die Meubelnywerheid in 'n ander perseel as die perseel geregistreer in gevolge die Wet op Masjinerie en Beroepsveiligheid, of in werkkamers wat by die Raad geregistreer is en wat uitsluitlik gebruik word vir werk in die Meubelnywerheid nie.

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

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

(a) om meer as 44 uur, etenspouses uitgesluit, in 'n bepaalde week te werk nie; of

om meer as agt uur, etenspouses uitgesluit, op 'n bepaalde dag te werk nie: Met dien verstande dat in 'n bedryfsinrigting—

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

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

(c) om vir 'n ononderbroke 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 'n werktidperk wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees.

(2) Subject to the condition that no employee shall be paid less than the amount he would be entitled to as a timer-worker in terms of this Agreement, an employer may base an employee's wage on the quantity or output of work done: Provided that such payment of wages shall only be permissible in the form of an incentive scheme, the terms of which have been agreed upon by the employer and the employee as set out in subclauses (3) and (4).

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

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

(5) Any 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.

(6) The terms of this clause shall not apply to apprentices.

6. OUTWORK

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

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than the premises registered under the Machinery and Occupational Safety Act or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry, except such outwork as is provided for in subclause (1) hereof.

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

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

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

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

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

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

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

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

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

(4) *Nagskofwerk.* — 'n Werkgewer kan, behoudens subklousule (3), sy bedryfsinrigting sowel gedurende die nag as die dag laat werk: Met dien verstande dat tyd wat tussen 18:00 en 6:00 gewerk word, as nagskof beskou moet word. Alle werknemers wat verplig of toegelaat word om nagskof te werk, moet, benewens die voorgeskrewe loonskaal, 'n verdere 10 persent van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

Alle werk deur 'n werknemer verrig na voltooiing van die dagskof in die betrokke bedryfsinrigting moet, behoudens subklousule (5) hiervan, as oortydwerk beskou word.

(5) (a) *Oortydwerk.* — Alle tyd wat gewerk word buite die weeklikse of daaglikse werkure voorgeskryf in subklousule (1) of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge subklousule (10) vertoon moet word, word geag oortydwerk te wees: Met dien verstande dat waar 'n werknemer in 'n bepaalde week van sy werk af wegbly vir 'n deel van, of vir al die gewone ure van 'n skof of skofte wat in die betrokke bedryfsinrigting gewerk word, sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks subklousule (1) van hierdie klousule, afgetrek kan word van die ure wat sodanige werknemer oortyd gewerk het en daar vir die ure aldus afgetrek betaal kan word teen die werknemer se gewone loon: Voorts met dien verstande dat —

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

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

Betaling ingevolge hierdie subklousule moet geskied ooreenkomstig subklousule (8) van hierdie klousule.

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

(6) Behoudens subklousule (1) (a) en (b) kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk in een week van hoogstens —

(a) 10 uur; of

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

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

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

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

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

(4) *Night shifts.* — Subject to the provisions of subclause (3), an employer shall have the right to operate his establishment both in the day and night: Provided that any time worked between 18:00 and 6:00 shall be regarded as a night shift. All employees who are required or permitted to work on a night shift shall, in addition to the prescribed wage rate, receive a further 10 per cent of the prescribed rate for all time worked during the night shift.

All work performed by any employee after the completion of the day shift in the establishment concerned, shall be regarded as overtime, subject to the provisions of subclause (5) hereof.

(5) (a) *Overtime.* — All time worked outside the weekly or daily hours of work laid down in subclause (1), or worked outside the ordinary hours of work as specified in the notice which is required to be displayed in terms of subclause (10) shall be regarded as overtime: Provided that where an employee in any specific week is absent from work for a portion of or for all the ordinary hours of a shift or shifts worked in the establishment concerned, such ordinary hours not worked by the employee, notwithstanding the provisions of subclause (1) of this clause, may be deducted from the hours of overtime worked by such employee and the hours so deducted may be paid for at the employee's ordinary rate of pay: Provided further that —

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

(ii) the provisions of this subclause shall not apply where an employee is absent from work with the consent of his employer or where he is absent because of illness or circumstances beyond his control, and that hours of overtime worked in such a case shall be paid for at the overtime rate applicable to the hours of overtime worked by him: Provided that an employer may after two days' absence require that an employee submit a medical certificate as proof of the cause of his absence.

Payment in terms of this subclause shall be made in accordance with the provisions of subclause (8) of this clause.

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

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

(a) 10 hours; or

(b) a number of hours (which may exceed 10) determined by the Council in a written notice to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid: Provided that, subject to the approval of the Council, the Secretary of the Council may, in cases of urgency, grant such approval.

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

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

(b) gedurende 'n tydperk waarin hy op die perseel van sy werk-gewer 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 'n gedeelte van 'n tydperk in paragraaf (b) bedoel, die veronderstelling waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werknemer van toepassing is nie.

(8) *Betaling vir oortydwerk en werk op Sondae.*—Behoudens subklousule (5) hiervan, moet vir elke uur of gedeelte van 'n uur oortyd-gewerk, soos volg betaal word:

(a) Vir alle tyd na die gewone sluitingstyd en tot om 22:00 op 'n dag van Maandag tot Vrydag, of tot om 18:00 op Saterdag gewerk, teen een en 'n derde maal die loon van die betrokke werknemer;

(b) vir alle tyd tussen 22:00 en die gewone aanvangstyd van Maandag tot Vrydag, of na 18:00 op Saterdag, teen dubbel die loon van die betrokke werknemer. Vir werk op Sondae verrig, moet die werknemer minstens 'n volle dag se dubbele besoldiging betaal word of dubbel sy besoldiging ten opsigte van die hele tydperk wat hy op dié Sondag werk, naamlik die grootste bedrag. Vir alle tyd gewerk op Goie Vrydag, Gesinsdag, Hemelvaartsdag en Republiekdag, benewens die dag se loon verskuldig ten opsigte van elk van dié dae, teen dubbel die loon van die betrokke werknemer;

(c) vir alle ure wat daar langer gewerk word as die daaglikse ure soos voorgeskrif in subklousule (1) en ten opsigte waarvan geen besoldiging vir oortydwerk kragtens paragrawe (a) en (b) van hierdie subklousule betaalbaar is nie, teen een en 'n derde maal die loon van die betrokke werknemer.

(9) Subklousules (1) (c), (3) en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(10) Elke werkgever moet in sy bedryfsinrigting op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing vertoon in die vorm voorgeskrif in Aanhangsel B van die Ooreenkoms waarin die aanvangs- en sluitingstyd van die werk op elke dag van die week, die etenspouse en die voormiddag- en namiddagteepouse aangegee word.

8. BETALING VAN BESOLDIGING

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

(2) Besoldiging verskuldig aan 'n werknemer ingevolge die Ooreenkoms moet aan die werknemer gegee word in 'n verseëlde koevert waarop die naam van die werkgever, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is, verskyn.

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

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

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, 'n bedrag wat in verhouding is tot 'n tydperk wat 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever van sy werk afwesig is;

(b) behoudens andersluidende bepalinge in paragraaf (a), 'n bedrag eweredig aan tyd wat 'n bedryfsinrigting gesluit is ingevolge 'n onderlinge reëling tussen die werkgever en minstens 75 persent van sy werknemers;

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

(d) bydraes ingevolge klousule 16 van die Ooreenkoms;

(e) enige bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n bevoegde hof moet of, mag aftrek;

(f) aftrekkings vir ledegeld van die vakvereniging;

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

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

(8) *Payment for overtime and work on Sundays.*—Subject to the provisions of subclause (5) hereof, overtime shall 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 22:00 on any day from Mondays to Fridays, or up to 18:00 on Saturdays, at the rate of one and a third times the wage of the employee concerned;

(b) for any time worked between 22:00 and the ordinary starting time from Mondays to Fridays, or after 18:00 on Saturdays, at double the wages of the employee concerned. For work performed on Sundays, the employee shall either be paid at least twice a full day's remuneration or double his remuneration in respect of the entire period worked by him on such Sundays, whichever is the larger amount. For any time worked on Good Friday, Family Day, Ascension Day and Republic Day, in addition to the day's wage due in respect of each of these days, at double the wage of the employee concerned;

(c) for all hours worked in excess of the daily hours laid down in subclause (1) in respect of which no overtime is payable under paragraphs (a) and (b) of this subclause, at one and one third times the wage of the employee concerned.

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

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

8. PAYMENT OF REMUNERATION

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

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

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

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

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

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

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

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

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

(f) deductions for trade union subscriptions;

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

(h) bydraes tot die Raad se Siektebystandsfonds en Siekteverlofsfonds;

(i) bydraes tot die Raad se Pensioenfonds.

9. KORTTYD

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

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

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

10. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

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

11. OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging. Behoudens subklousule (2) moet elke werknemer vir elk van hierdie vakansiedae, selfs al val Republiekdag, Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag of 'n Sondag, agt en vier vyfde maal sy uurloon, of sy uurloon maal die getal ure wat hy gewoonlik sou gewerk het indien dié dag nie 'n vakansiedag met besoldiging was nie, betaal word.

(2) Indien 'n werknemer se dienste deur die werkgewer beëindig word sewe dae of minder vóór—

(a) Goeie Vrydag; of

(b) die jaarlikse sluitingsdatum voorgeskryf ingevolge klousule 4 van hierdie Ooreenkoms;

is die werknemer desondanks geregtig op betaling vir Goeie Vrydag en Gesinsdag, in die geval van (a) hierbo, en vir Geloftedag, Kersdag, Nuwejaarsdag en Hemelvaartsdag, in die geval van (b) hierbo.

(3) Vir alle tyd wat volgens ooreenkoms tussen 'n werkgewer en sy werknemer ingewerk word in die plek van die gewone werktyd wat verlore sal gaan weens die sluiting van 'n fabriek net op enigen van die volgende dae in paragrawe (a) tot (d) van die subklousule bedoel, moet 'n werknemer die gewone loon van die betrokke werknemer betaal word: Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op die onderskeie dae:

(a) Die Vrydag na Hemelvaartsdag;

(b) die eerste twee dae van die Joodse Nuwejaar;

(c) die Joodse Versoendag;

(d) die Vrydag na Geloftedag as laasgenoemde op 'n Donderdag val.

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

(h) contributions to the Council's Sick Benefit Fund and Sick-leave Fund;

(i) contributions to the Council's Pension Fund.

9. SHORT-TIME

(1) When, by reason of slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short-time during, but not exceeding, the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

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

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

10. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee who is included in one of the classes referred to in clause 34 of this Agreement and who, at the date when this Agreement becomes operative, is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date: Provided that the Council may authorise a reduction of such higher wage to the level of the wage prescribed for an employee of his class.

11. PAID PUBLIC HOLIDAYS

(1) Good Friday, Family Day, Workers' Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and New Year's Day shall be paid holidays. Every employee shall, subject to the provisions of subclause (2), receive payment for each of these holidays, notwithstanding that Republic Day, Day of the Vow, Christmas Day or New Year's Day may fall on a Saturday or Sunday, at the rate of eight and four fifths times his hourly rate, or his hourly rate multiplied by the number of hours he would ordinarily have worked, had such day not been a paid holiday.

(2) In the event of the services of an employee being terminated by the employer seven days or less prior to—

(a) Good Friday; or

(b) the annual closing date prescribed in terms of clause 4 of this Agreement;

the employee shall nevertheless be entitled to payment for—in the case of (a) above: Good Friday and Family Day, and in the case of (b) above: Day of the Vow, Christmas Day, New Year's Day and Ascension Day.

(3) For any time worked in, by agreement between an employer and his employees, in lieu of normal working time which will be lost owing to the closure of a factory only on any of the following days mentioned in paragraphs (a) to (d) of this subclause, an employee shall be paid at the ordinary wage rates for such employee: Provided that the time shall be worked in during the two weeks prior to such closure on the respective days:

(a) The Friday after Ascension Day;

(b) the first two days of the Jewish New Year;

(c) the Jewish day of Atonement;

(d) the Friday after Day of the Vow, whenever the latter day falls on a Thursday.

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

(5) Indien enige tyd op Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag met die Raad se toestemming gewerk word, moet 'n werknemer benewens die dag se betaling, ten opsigte van elk van hierdie dae een en 'n half maal die uurloon van die betrokke werknemer betaal word.

12. VAKANSIEBONUSFONDS

(1) (a) Elke werkgever moet ten opsigte van elke werknemer (insluitende leerlinge), uitgesonderd 'n los werknemer, vir elke week Vakansiebonusfondsgeld ooreenkomstig subklousules (2) en (4) 'n bedrag gelyk aan 15 persent van so 'n werknemer se besoldiging, uitgesonderd die addisionele kontantbonus in klousule 34 bedoel, aan die Raad betaal: Met dien verstande dat sodanige betaling deur die werkgever gemaak moet word slegs indien—

(i) die werknemer gedurende die eerste en/of laaste werkweek van die jaar die maksimum getal gewone ure gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te werk;

(ii) die werknemer gedurende die eerste week van diensaanvaarding die maksimum getal gewone ure gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te werk; of

(iii) die werknemer 44 uur of langer in 'n bepaalde week gewerk het of die gewone ure van die bedryfsinrigting per week waar die gewone werkure minder as 44 uur is.

(b) Ondanks paragraaf (a) kan genoemde persentasie verminder word tot—

(i) 10 persent van 'n werknemer se besoldiging, indien die werknemer tot hoogstens 'n halfuur minder gewerk het as die gewone ure van die bedryfsinrigting; of

(ii) 5 persent van die werknemer se besoldiging, indien die werknemer minder ure gewerk het as dié in subparagraaf (i) hierbo bepaal.

(c) Al die ure wat 'n werknemer vóór of na die gewone aanvangs-en/of sluitingstyd van die bedryfsinrigting gewerk het, moet, met die oog op die vaststelling van die persentasie Vakansiebonusfondsgeld betaalbaar ingevolge subklousule (1) (a) of (b), getel word by die ure wat die werknemer gedurende die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting gewerk het.

(2) (a) Vir die toepassing van hierdie klousule, beteken “besoldiging” die totale bedrag wat 'n werknemer deur middel van sy werk verdien het, en dit word bereken deur die ure wat hy gewerk het of geag word te gewerk het te vermenigvuldig met die uurtarief en/of die loontarief per uur wat van toepassing is, afhangende van wanneer hy dié ure gewerk het, en dit moet die volle bedrag insluit van besoldiging aan die werknemer verskuldig vanweë onderbetaling van besoldiging wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is. Die woorde “die ure wat hy gewerk het” in die omskrywing van “besoldiging” in hierdie subklousule beteken die volle ure wat 'n werknemer gedurende 'n maand gewerk het of geag word te gewerk het of, indien hy nie 'n volle maand gewerk het nie, sodanige minder diensure.

(b) Die uitdrukking “geag word te gewerk het” in die omskrywing van “besoldiging” in paragraaf (a) beteken die tydperk waarin dit vir die werknemer nie moontlik was om te werk nie vanweë korttyd, of siekte tot en met 40 dae in 'n jaar, of wat hy nie gewerk het nie omdat hy militêre diens verrig het oor 'n maksimum tydperk van vier maande, of wat hy nie gewerk het nie op die openbare vakansiedae met besoldiging in klousule 11 (1) en 11 (3) bedoel of met die toestemming of latere goedkeuring van sy werkgever.

(c) 'n Tydperk van afwesigheid as gevolg van siekte moet, behoudens paragraaf (b) hierbo, nie beskou word as 'n tydperk waartydens 'n werknemer geag word te gewerk het nie.

(d) Die uitdrukking “die loontarief per uur wat van toepassing is, afhangende van wanneer hy dié ure gewerk het,” ná die woorde “moet die uurtarief en/of” in die omskrywing van “besoldiging” in paragraaf (a) beteken die loontarief betaalbaar per uur ingevolge klousules 7 en 11 van die Ooreenkoms; dit wil sê een en 'n derde maal, een en 'n half maal of twee maal die uurtarief, na gelang van die geval.

(4) Notwithstanding anything to the contrary contained in this clause, all establishments shall be closed and no work shall be performed on Good Friday, Day of the Vow, Ascension Day or on Republic Day without the consent of the Council.

(5) Should any time be worked on Good Friday, Family Day, Ascension Day, Day of the Vow, Christmas Day, New Year's Day and Republic Day with the consent of the Council, an employee shall, in addition to the day's pay, be paid in respect of each of these days at one and a half times the hourly rate of the employee concerned.

12. HOLIDAY BONUS FUND

(1) (a) Every employer shall pay to the Council in respect of every employee (including learners), other than a casual employee, Vacation Bonus Fund money for every week in accordance with sub-clauses (2) and (4) of an amount equal to 15 per cent of such employee's remuneration, excluding the additional cash bonus referred to in clause 34: Provided that such payment shall be made by the employer only if—

(i) the employee has, during the first and/or last working week of the year, worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment;

(ii) the employee has, during the first week of commencement of employment, worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or

(iii) the employee has worked 44 hours or more in a particular week or the ordinary weekly hours of establishment where the ordinary hours of work are less than 44.

(b) Notwithstanding the provisions of paragraph (a), the said percentage may be reduced to—

(i) 10 per cent of an employee's remuneration if the employee has worked not more than half an hour less than the ordinary hours of the establishment; or

(ii) 5 per cent of an employee's remuneration if the employee has worked a lesser number of hours than those provided in subparagraph (i) above.

(c) Any hours worked by an employee before or after the normal starting and/or finishing time of the establishment shall, for the purpose of determining the percentage of Holiday Bonus Fund moneys payable in terms of subclause (1) (a) or (b), be added to the hours worked by the employee during the normal starting and/or finishing time of the establishment.

(2) (a) For the purposes of this clause, “remuneration” means the total amount earned by an employee through his employment, obtained by multiplying the hours of deemed to have been worked by the hourly rate and/or the wage rate per hour applicable, dependent on when such hours were worked, and shall include the total amount of any remuneration owing to the employee because of any underpayment of remuneration due to the employee in terms of this Agreement. The words “the hours worked” contained in the definition of “remuneration” in this subclause shall mean the total hours worked or deemed to have been worked during any one month or, should the employee not have worked a month, such lesser period of employment.

(b) The expression “deemed to have been worked” contained in the definition of “remuneration” in paragraph (a) shall mean such period as an employee was unable to work owing to short-time or illness up to 40 days in one year, or did not work whilst doing military service for a maximum period of four months or on the paid public holidays referred to in clause 11 (1) and 11 (3) or with the consent or subsequent approval of the employer.

(c) Any period of absence owing to illness shall, subject to paragraph (b) above, not be considered to be a period during which the employee is deemed to have worked.

(d) The expression “the wage rate per hour applicable, dependent on when such hours were worked” after the words “by the hourly rate and/or” in the definition of remuneration in paragraph (a) shall mean the wage rate payable per hour in terms of clauses 7 and 11 of the Agreement; that is one and a third time, one and a half times or twice the hourly rate, as the case may be.

(3) Indien die Vakansiebonusfondsgeld wat ingevolge hierdie klousule aan 'n vakleerling betaalbaar is minder is as die besoldiging wat hy sou ontvang het indien die fabriek nie gesluit was nie en hy die gewone ure gedurende die genoemde verloftydperk gewerk het, moet sy werkgever hom by die aanvang van die verloftydperk 'n bedrag betaal wat gelyk is aan die verskil tussen sy Vakansiebonusfondsgeld en die bedrag van sy besoldiging wat hy sou ontvang het soos ingevolge subklousule (1) bereken.

(4) (a) Die werkgever moet, behoudens paragraaf (b), alle bedrae wat betaalbaar is ingevolge subklousule (1) maand vir maand en voor of op die 10de dag van elke maand wat volg op dié waarin dit verskuldig is, aan die Sekretaris van die Raad betaal vir storting in die Vakansiebonusfonds vir die Meubelnywerheid van die Oranje-Vrystaat wat bestaan uit die fonds ingestel by Goewermentskenningsgewing No. 435 van 21 Maart 1958 en getitel die Vakansiefonds vir die Meubelnywerheid van die Oranje-Vrystaat en die fonds ingestel by Goewermentskenningsgewing No. R 2206 van 10 Desember 1971 en getitel die O.V.S. Bonusfonds vir Meubelwerkers wat geamalgameer en hierby voortgesit word, hierna die "Vakansiebonusfonds" genoem. Wanneer sodanige bedrag betaal word, moet die werkgever 'n staat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms verstrek.

Die Vakansiebonusfonds moet deur die Raad geadmistreer word en alle uitgawes in verband met die administrasie daarvan aangegaan, moet teen die Raad in rekening gebring word.

(b) Alle geld wat in die Vakansiebonusfonds gestort word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds moet geskied deur middel van tjeks getrek op die Fonds se rekening, en dié tjeks moet geteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie betalings ingevolge hierdie klousule gedoen word, en ook van die bedrag wat ten opsigte van sodanige werknemer in die Vakansiebonusfonds gestort word.

(c) Die Vakansiebonusfonds moet gebruik word om op die grondslag en gedurende die tydperke hieronder genoem die Vakansiebonusfondsgeld onder die betrokke werknemers te verdeel:

Tussen 7 Desember en die laaste werkdag voor Geloftedag moet daar aan elke werknemer Vakansiebonusgeld betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van Oktober ten opsigte van hom in die Vakansiebonusfonds gestort is.

(5) Vakansiebonusfondsgeld wat onopgeëis bly, vir 'n tydperk van twee jaar vanaf die datum waarop hulle betaalbaar word, val aan die algemene fondse van die Raad toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die algemene fondse van die Raad, van alle Vakansiebonusfondsgeld wat verskuldig is en opgeëis word gedurende 'n verdere tydperk van drie jaar vanaf die datum waarop hulle aldus aan die algemene fondse van die Raad toegeval het: Voorts met dien verstande dat, indien die Raad ontbind word, geburende enigeen van die tydperke hierin genoem, en ondanks andersluidende bepalinge in hierdie subklousule, sodanige geld drie maande na die datum van sodanige ontbinding finaal aan die Raad se algemene fondse toeval.

(6) Die Raad kan van die geld wat aan die Vakansiebonusfonds behoort, van tyd tot tyd belê: Met dien verstande dat dié geld belê word ooreenkomstig artikel 21 (3) van die Wet en die rente op sodanige beleggings aan die algemene fondse van die Raad toeval as teenprestatie vir die Raad se administrasie van die Fonds.

(7) Indien die boedel van 'n werkgever gesekwestreer word, of indien 'n maatskappy wat 'n werkgever is, in likwidasie geplaas word en geld ingevolge hierdie klousule deur sodanige werkgever aan die Raad verskuldig is ten opsigte van 'n werkydperk van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, behoudens die Insolvensiewet, 1936, by sodanige sekwestrasie of likwidasie geregtig om Vakansiebonusfondsgeld van hoogstens een en 'n kwart dae se loon vir elke maand van sodanige dienstydperk van hoogstens 12 maande te eis asof sodanige geld vir die toepassing van genoemde Wet besoldiging uitmaak. Die Raad kan sodanige geld namens 'n werknemer eis vir betaling aan hom.

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

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

(3) Should the Holiday Bonus Fund moneys payable to an apprentice in terms of this clause be less than the remuneration which he would have earned if the factory had not been closed and had he worked the ordinary hours of work during the said period, his employer shall pay him at the commencement of the leave period an amount equal to the difference between his said Holiday Bonus Fund moneys and the amount of the remuneration which he would have earned as calculated in terms of subclause (1).

(4) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclause (1) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposits into the Furniture Manufacturing Industry Holiday Bonus Fund of the Orange Free State consisting of the fund established under Government Notice No. 435, dated 21 March 1958, and styled The Holiday Fund for the Furniture Manufacturing Industry of the Orange Free State, and the fund established under Government Notice No. R. 2206, dated 10 December 1971, and styled The Orange Free State Bonus Fund for Furniture Workers, which are amalgamated and hereby continued, hereinafter referred to as the "Holiday Bonus Fund". When making such payment, the employer shall furnish a statement in the form prescribed in Appendix A to this Agreement.

This Holiday Bonus Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Fund shall form a charge against the Council.

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

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

Between 7 December and the last working day prior to Day of the Vow, each employee shall be paid Holiday Bonus Fund moneys equal to the amount paid into the Holiday Bonus Fund in respect of him during the year ending the last week in October.

(5) Holiday Bonus Fund moneys which remain unclaimed for a period of two years from the date on which they became payable shall accrue to the general funds of the Council: Provided that the Council shall be liable for payment from the Council's general funds of any Holiday Bonus Fund moneys due and claimed during a further period of three years after such accrual to the Council's general funds: Provided further that should the Council be dissolved within any or either of the periods mentioned herein, and notwithstanding anything to the contrary contained in this subclause, such moneys shall finally accrue to the general funds of the Council three months after the date of such dissolution.

(6) The Council may invest any of the moneys belonging to the Holiday Bonus Fund from time to time: Provided that such investment shall be made in accordance with the provisions of section 21 (3) of the Act, and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

(7) Should the estate of an employer be sequestrated, or a company which is an employer be placed in liquidation and any money is due by such employer to the Council in terms of this clause in respect of any period of employment of any employee, the employee in respect of whom the money is due shall, subject to the provisions of the Insolvency Act, 1936, be entitled, on such sequestration or liquidation, to claim Holiday Bonus Fund moneys not exceeding one and a quarter day's wages for each month of such period of employment not exceeding 12 months, as if such money constituted remuneration for the purposes of the said Act. The Council may claim such money on behalf of any employee for payment to him.

(8) 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 Holiday Bonus Fund at least once annually and shall not later than 31 March in each year prepare a statement showing—

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

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

(9) Juiste kopieë van die geauditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daarvoor moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik, maar nie later nie as drie maande na verstryking van die tydperk wat daardeur gedek word, deur die Raad aan die Direkteur-generaal van Mannekrag gestuur word.

(10) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan weens verloop van tyd of weens 'n ander oorsaak verstryk en 'n latere ooreenkoms wat vir die voortsetting van die Vakansiebonusfonds voorsiening maak nie binne 'n tydperk van 12 maande met ingang van dié vervaldatum aangegaan word nie, of as die Vakansiebonusfonds nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiebonusfonds ingestel is nê, moet die Vakansiebonusfonds ooreenkomstig subklousule (12), gelikwider word. Die Vakansiebonusfonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die Raad geadminestreer word. Hierdie subklousule is onderworpe aan subklousule (7) hierbo.

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

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

(13) Die Vakansiebonusfondsgeld moet benewens besoldiging wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is, deur die werkgewer aan die werknemer betaal word en mag nie van die besoldiging van sodanige werknemer afgetrek word nie.

(14) Hierdie klousule is nie op los werknemers van toepassing nie.

13. VERSKAFFING VAN GEREEDSKAP

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

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

14. VRYSTELLINGS

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

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

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

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

(11) In the event of the dissolution of the Council, or in the event of its ceasing to function during any period for which this Agreement is still binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employees and employers in the industry on the basis of equal representation on both sides and the Holiday Bonus Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Bonus Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee(s) shall possess all the powers of the committee for such purpose. If upon the expiry of this Agreement there is no Council in existence, the Holiday Bonus Fund shall be liquidated by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (12).

(12) Should the Holiday Bonus Fund have to be liquidated, the moneys remaining to the credit of the Holiday Bonus Fund, after the payment of all claims against the Holiday Bonus Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council, or if there is no Council in existence and the affairs of the Council have already been wound up and its assets distributed, such balance of the Holiday Bonus Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(13) The Holiday Bonus Fund moneys shall be paid to the employee by the employer in addition to any remuneration payable to any employee in terms of this Agreement and shall not be deducted from the remuneration of such employee.

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

13. PROVISION OF TOOLS

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

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

14. EXEMPTIONS

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

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

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

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

(4) Die Sekretaris van die Raad moet—

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

15. BESTAANDE SERTIFIKATE

Ondanks die verstryking van enige vorige ooreenkoms vir die Nywerheid moet die Raad voortgaan om alle leerlingsertifikate of enige 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 herroep is.

16. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks 25c aftrek van die loon van elkeen van sy werknemers.

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

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

- (a) Volle naam (waar die onderneming 'n maatskappy of vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrekk word);
- (b) adres waar die onderneming gedryf word en die woonadresse van die persone genoem in paragraaf (a) van hierdie klousule;
- (c) ambag of ambagte wat in die Nywerheid beoefen word;
- (d) die name van sy werknemers en beroepe waarin hulle werk saam is.

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

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

18. WERKENDE EIENAARS, VENNOTE EN DIREKTEURE

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

(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 as granted has expired.

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

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

(4) The Secretary of the Council shall—

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

15. EXISTING CERTIFICATES

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

16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 25c per week from the wages of each of his employees.

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

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

- (a) Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners shall be furnished);
- (b) address where the business is carried on and the residential addresses of the persons referred to in paragraph (a) of this clause;
- (c) trade or trades carried on in the Industry;
- (d) the names of his employees and occupations in which they are employed.

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

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

18. WORKING PROPRIETORS, PARTNERS AND DIRECTORS

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

19. VERTONING VAN OOREENKOMS

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

20. TYD- EN LOONREGISTER

(1) Elke werkgever moet 'n register byhou van die verdienste wat betaal is aan elkeen van sy werknemers en die tyd wat deur hulle gewerk is.

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

21. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

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

22. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat met die administrasie van hierdie Ooreenkoms belas is en hy kan vir die leiding van werkgevers en werknemers menings en beslissings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

23. AGENTE

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

24. INDIENSNEMING VAN VAKVERENIGINGSARBEID

(1) Geen werkgever wat lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van die vakvereniging toelaatbaar is, nie lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf die datum van indienstreding lid van sodanige vakvereniging word nie; of wat lid van sodanige vereniging is maar bedank as lid van sodanige vereniging; en geen lid van die vakvereniging mag in diens bly by 'n werkgever wat nie lid is van die werkgewersorganisasie en wat nie binne 'n tydperk van 90 dae na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, lid van die werkgewersorganisasie word nie, of wat lid van sodanige werkgewersorganisasie is maar bedank as lid van sodanige werkgewersorganisasie.

(2) Die vakvereniging en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, uitgesit is of geskors is. By ontvangs van sodanige lys moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie meedeel dat sy/hul lidmaatskapkaart en/of sertifikaat vir die doel van hierdie klousule nie meer geldig is nie en moet hy die werknemers, of die werkgewers, na gelang van die geval, van sodanige lid of lede van sodanige feit in kennis stel asook van die feit dat subklousule (1) binne 30 dae vanaf die datum van sodanige kennisgewing nagekom moet word.

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

(4) Hierdie klousule is nie van toepassing nie ten opsigte van—

(a) kantoorwerknemers;

(b) immigrante gedurende die eerste jaar na die datum waarop hulle die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat indien 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik in werking tree.

25. INDIENSNEMING VAN MINDERJARIGES

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

19. EXHIBITION OF AGREEMENT

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

20. TIME AND WAGE REGISTER

(1) Every employer shall keep a record of the earnings paid to and the time worked by each of his employees.

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

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

22. ADMINISTRATION OF AGREEMENT

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

23. AGENTS

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

24. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of such trade union or does not become a member of such trade union within a period of 90 days from the date of entering into employment, or who, being a member of such union, resigns as a member of such union; and no member of the trade union shall continue his employment with an employer who is not a member of the employers' organisation or does not within a period of 90 days after the date of employment of the employee concerned, where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation or who, being a member of such employer's organisation, resign as a member of such employer's organisation.

(2) The trade union as well as the employers' organisation shall furnish the Council with a list of all resignations, expulsions and suspensions of members from their respective organisations. Upon receipt of such lists, the Secretary of the Council shall advise the member of members of the organisation concerned that his/her card and/or certificate of membership is no longer valid for the purpose of this clause, and shall further advise the employees or the employers of such member or members, as the case may be, of such fact and that compliance with the provisions of subclause (1) is required within 30 days from the date of such notification.

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

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

(a) office employees;

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

25. EMPLOYMENT OF MINORS

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

26. LEERLINGE

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

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

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

(4) 'n Duplikaatkopie van elke sertifikaat wat ingevolge subklousule (3) van hierdie klousule uitgereik is, moet aan die werkgewer verstrekkend word wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

(5) Ten einde die minimum loon vas te stel wat aan 'n leerling betaalbaar is, kan die duur van vorige ondervinding van soortgelyke werk na goedunke van die Raad in aanmerking geneem word.

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

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

- (i) Veerdraadmaaswerk vleg; en
- (ii) matrasse maak.

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

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

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

27. LEDEGELD VIR VAKVERENIGING

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

28. LOONKORTING

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

(2) Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag daar van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkgewer of op 'n plek deur sy werkgewer aangewys, kos of inwoning aan te neem nie of om sy werkgewer goedere te koop of eiendom te huur nie.

29. DIENSBEÏNDIGING

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

(2) Ondanks subklousule (1), mag 'n werkgewer en 'n werknemer skriftelik ooreenkom om 'n langer tydperk van kennisgewing as een uur te gee, en versuim om so 'n ooreenkoms na te kom, is 'n verbreking van hierdie klousule.

26. LEARNERS

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

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

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

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

(5) For the purpose of ascertaining the minimum wage payable to a learner, any previous experience in similar work may in the discretion of the Council be taken into consideration.

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

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

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

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

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

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

27. SUBSCRIPTIONS TO TRADE UNION

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

28. ABATEMENT OF REMUNERATION

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

(2) Subject to the provisions of the Blacks (Urban Areas) Consolidation 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.

29. TERMINATION OF EMPLOYMENT

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

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

(3) 'n Werkgewer of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, 'n bedrag gelyk aan minstens die loon vir een uur of vir dié langer tydperk waarvoor die werkgewer en sy werknemer ingevolge subklousule (2) hiervan ooreengekom het, aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval.

(4) Die kennisgewingstermyn mag nie saamval nie met, en kennis van diensbeëindiging mag nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof wat hy ingevolge klousule 4 van hierdie Ooreenkoms toegestaan is of gedurende enige tydperk van verpligte militêre diens ingevolge die Verdedigingswet, 1957.

(5) Behoudens subklousules (1), (2), (3) en (4) van hierdie klousule, mag geen werknemer gedurende die tyd waarop die bedryfsinrigting oop is, sonder die uitdruklike toestemming van sy/haar werkgewer van sy/haar werk wegbly nie, behalwe weens siekte en/of beserings of weens oorsake buite die beheer van die werknemer. 'n Werknemer wat versuim om hom/haar vir werk aan te meld, moet sy/haar werkgewer binne 24 uur op die doeltreffendste wyse moontlik daarvan in kennis stel.

30. DIENSSERTIFIKAAT

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

31. VERBODE INDIENSNEMING

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

32. GRONDSLAG VAN BETALING

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

33. DIFFERENSIËLE LONE

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

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

34. MINIMUM LONE

1. LOONVERHOGINGS

Onderstaande is die minimum uurloon (sente) voorgeskryf vir die onderskeie klasse werk: Met dien verstande dat die minimum voorgeskrewe loon by elke geleentheid ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet,

(3) An employer or an employee may terminate the contract of service without notice by payment to the employee or payment or forfeiture to the employer, as the case may be, in lieu of notice, of an amount equal to at least the wage for one hour or for such longer period as the employer and his employee may have agreed upon terms of subclause (2) hereof.

(4) The period of notice shall not run concurrently with nor shall such notice of termination of employment be given during an employee's absence on leave granted in terms of clause 4 of this Agreement, or during any period of compulsory military service in terms of the Defence Act, 1957.

(5) Subject to subclauses (1), (2), (3) and (4) of this clause an employee may not absent himself/herself from his/her work during the hours in which the establishment is open without the express permission of his/her employer, except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall within 24 hours of his failure to report for work cause his employer to be notified thereof in the most expeditious manner available.

30. CERTIFICATE OF SERVICE

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

31. PROHIBITED EMPLOYMENT

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

32. BASIS OF PAYMENT

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

33. DIFFERENTIAL RATES OF REMUNERATION

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

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

34. MINIMUM WAGES

1. WAGE INCREASES

The following shall be the minimum hourly wages (cents) prescribed for the respective classes of work: Provided that on each occasion the minimum prescribed rate has to be increased in terms of this Agreement. Employees who are in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by

ondanks andersluidende bepalinge hierin vervat, 'n verhoging ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet, ondanks andersluidende bepalinge hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

	Tot 31 Maart 1990	Vanaf 1 April 1990
	Per uur Sent	Per uur Sent
WERKNEMER GRAAD 1	345	375
Werknemers in diens in een van of al die werksaamhede wat in die Meubelnywerheid uitgevoer word, uitgesonderd die werknemers in items 3 tot 27 hieronder bedoel: Met dien verstande dat ten opsigte van die werksaamhede betreffende enige nuwe masjien wat ingevoer word en wat nie in items 3 tot en met 27 hieronder gespesifiseer word nie, werknemers vir sodanige werksaamhede betaal moet word teen die minimum lone in hierdie klousule voorgeskryf tot tyd en wyl die Raad die loonskaal vasstel vir die werksaamhede wat met so 'n masjien uitgevoer word. (Die loon wat betaal word, moet bepaal word volgens die aard van die werk wat op sodanige masjien verrig word en nie volgens die tipe masjien wat gebruik word nie. Die aard van die werk wat op 'n masjien verrig word terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjien.)		
A. Meubelmakery		
3. WERKNEMER GRAAD II	345	375
(1) Skaafwerk met die hand;		
(2) beitelwerk;		
(3) skraapwerk;		
(4) rasperwerk;		
(5) vylwerk;		
(6) speekskaafwerk;		
(7) saagwerk met die hand;		
(8) verstekke met die hand sny;		
(9) spykers en/of paneelspykers en/of kramme inslaan en/of inpons en/of inskiet.		
4. WERKNEMER GRAAD III	217	247
(1) Glas in rame vassit (uitgesonderd skroefwerk);		
(2) verstekke van profielwerk met die guillotine sny;		
(3) laaie se onderkante vaskram		
5. WERKNEMER GRAAD IV	206	236
(1) Proppe en/of splinters invoeg en die oorskiet verwyder;		
(2) alle vasboutwerk, met inbegrip van die vasbout van toebehore en die vasskroef van handvatsels in vooraf geboorde gate, uitgesonderd die monteer van meubels en/of meubelonderdele deur die vas te bout en/of aanmekaar te sit, behalwe die werksaamhede in subklousule (3) bedoel;		
(3) vassit van die toebehore van stang-sokke en/of slagplaatjies en/of beslae en/of sluitpenne;		
(4) leigate vir bout, spykers, skroewe en/of plastiekinvoegsels met die hand of 'n handwerktuig boor;		
(5) tappenne maak en/of spits maak;		

him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

	Until 31 March 1990	From 1 April 1990
	Per hour Cents	Per hour Cents
GRADE I EMPLOYEE	345	375
Employees employed in any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the employees referred to in items 3 to 27 hereunder: Provided that in respect of the operations relating to any new machine introduced and not specified in items 3 to 27 hereunder inclusive, employees shall be paid for such operations at the minimum wage prescribed in this clause until such time as the Council determines the wage rate for the operations performed on such machine. (Payment of wages shall be determined by reference to the nature of work performed on such machines without reference to the type of machine used. The nature of work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)		
A. Furniture making		
3. GRADE II EMPLOYEE	345	375
(1) Planing by hand;		
(2) chiseling;		
(3) scraping;		
(4) rasping;		
(5) filing;		
(6) spokeshaving;		
(7) sawing by hand;		
(8) cutting mitres by hand;		
(9) knocking and/or punching and/or shooting in nails and/or panel pins and/or staples		
4. GRADE III EMPLOYEE	217	247
(1) Securing glass in frames (other than screwing operations);		
(2) cutting mitres of moulded beadings by guillotine;		
(3) stapling of drawer bottoms.		
5. GRADE IV EMPLOYEE	206	236
(1) Inserting plugs and/or slivers and removing excess;		
(2) all bolting, including the bolting of fittings and screwing of handles into pre-drilled holes, excluding the assembling of furniture and/or furniture parts by means of bolting and/or fitting, other than the operations referred to in subclause (3);		
(3) affixing fittings of rod sockets and/or striking plates and/or escutcheons and/or self studs;		
(4) drilling guide holes for bolts, nails, screws and/or plastic inserts by hand or hand tool;		
(5) making and/or pointing of dowels;		

	Tot 31 Maart 1990	Vanaf 1 April 1990		Until 31 March 1990	From 1 April 1990
	Per uur Sent	Per uur Sent		Per hour Cents	Per hour Cents
(6) soliede timmerhout buig;			(6) bending solid timber;		
(7) enige soort gelymde blok vassit (nie vasskroef of vasspyker nie);			(7) affixing of any kind of glue block (not screwed or nailed down);		
(8) Sokke vir rolwielietjies aanbring;			(8) affixing sockets for casters;		
(9) rolwielietjies en/of koepels en/of katelstyle, hangerboutte en -plate aanbring;			(9) affixing of casters and/or domes and/or bed irons, hanger bolts and plates;		
(10) hoekblokke in stoele inslaan en/of vassit (slegs van die tipe bekend as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" en "Super"); Met dien verstande dat sodanige hoekblokke nie vasgespyker, vasgepen of vasgeskroef word nie;			(10) knocking in and/or securing of corner blocks to chairs (only of the type known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy", and "Super"); Provided that such corner blocks shall not be nailed, pinned or screwed;		
(11) soliede timmerhout in 'n sagmaakmengsel in dompel;			(11) dipping of solid timber into softening solution;		
(12) lym meng en/of massameet en/of berei;			(12) mixing and/or mass-measuring and/or preparing glue;		
(13) tappenne inslaan;			(13) knocking in dowels;		
(14) lym en/of lymverhardingsmiddels aanbring;			(14) applying glue and/or glue hardeners;		
(15) skroewe insit in gate wat vooraf geboor is, ter voorbereiding vir skroefwerk;			(15) inserting screws into prebored holes preparatory to screwing;		
(16) kartelkramme invoeg in die raammonteringsproses;			(16) inserting corrugated fasteners in the process of assembling frames;		
(17) help met die aanmeakaarsit of montering van meubeldele wat vasgeklem of vasgeklamp moet word: Met dien verstande dat die getalsverhouding van sodanige assistente tot werknemers wat die lone ontvang wat in hierdie klousule voorgeskryf word en wat klem- of klampwerk doen, hoogstens vier tot een mag wees en dat sodanige assistente in die afwesigheid van voornoemde werknemer wat die loon ontvang wat in hierdie klousule voorgeskryf word, nie geag word assistente te wees nie: Voorts met dien verstande dat die assistente nie toegelaat mag word om gate te boor nie;			(17) assisting in the putting together or assembling of furniture parts which are to be cramped or clamped: Provided that the ratio of such assistants to employees in receipt of wages prescribed in this clause who are engaged in cramping, shall not exceed four to one and that such assistants shall not be deemed to be assistants in the absence of the aforementioned employee who is in receipt of the wage prescribed in this clause: Provided further that the assistants shall not be permitted to bore holes;		
(18) glas in vooraf gemaakte groewe inlaai;			(18) dropping glass into premade grooves;		
(19) slegs met die hand selfheg- en/of kleefstroke vassit ten einde bordkante te bedek;			(19) affixing by hand only of selfretaining and/or gummed strips for the purpose of covering board edges;		
(20) moerbedekkings, beslagringe en/of skuifdroppe aanbring;			(20) affixing of nut covers, ferrules and/or glides;		
(21) skroefboutte in pootjies of pote insit;			(21) inserting of screw bolts into stumps or legs;		
(22) proppe inslaan in gate wat vooraf geboor is om bevestigingswerk te bedek;			(22) knocking in of plugs into prebored holes to cover any fixing devices;		
(23) met leipatroon, patroon of setmaat uitmerk;			(23) marking out by template, pattern or jigs;		
(24) spieëls deur middel van kleefband vasheg;			(24) attaching mirrors by means of adhesive tape;		
(25) sierlyste in voorafbereide groewe insit (nie op panele nie)			(25) inserting ornamental beading into prepared grooves (not on panels).		
B. Meubelmasjienwerk			B. Furniture machining		
6. WERKNEMER GRAAD II	345	375	6. GRADE II EMPLOYEE	345	375
Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:			Setting up and/or operating and/or performing work with any one or more of the following machines:		
(1) Dikteskaafmasjiene (enige skaafwerk behalwe reiskaafwerk);			(1) Thicknesser (any planing other than jointing planing);		
(2) skaaflysmasjiene met vier en/of vyf beitels;			(2) four and/or five cutter planer moulder machine;		

	Tot 31 Maart 1990	Vanaf 1 April 1990		Until 31 March 1990	From 1 April 1990
	Per uur Sent	Per uur Sent		Per hour Cents	Per hour Cents
(3) 'n outomatiese kopieermasjien of kopieerdraaibank;			(3) automatic copying machine or copying lathe;		
(4) 'n meersny-en-sneewerkmasjien;			(4) multiple cutter carving machine;		
(5) 'n kloofsaag;			(5) rip saw;		
(6) 'n kopieerdraaibank;			(6) copying lathe;		
(7) 'n dwarssaag;			(7) cross-cut saw;		
(8) 'n bandsaag;			(8) bandsaw;		
(9) 'n vlakslyper;			(9) surfacer;		
(10) 'n reguitrandskaafmasjien;			(10) straight line edger;		
(11) 'n swawelstertmasjien.			(11) dovetailing machine.		
(Die loon wat betaal word, moet bepaal word volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjien wat gebruik word nie.)			(Payment of wages shall be determined by reference to the nature of work performed on such machines without reference to the type of machine used.)		
Die aard van die werk wat op 'n masjien verrig word terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjien.)			The nature of work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)		
7. WERKNEMER GRAAD III.....	260	290	7. GRADE III EMPLOYEE.....	260	290
Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:			Setting up and/or operating and/or performing work with any one or more of the following machines:		
(1) 'n Uitsnysaag;			(1) Jig saw		
(2) 'n boormasjien;			(2) boring machine;		
(3) 'n skarnieruitholmasjien;			(3) hinge recessing machine;		
(4) 'n tapinvoegmasjien;			(4) dowel inserting machine;		
(5) 'n bandskuurmasjien;			(5) belt-sandpapering machine;		
(6) 'n tapgatmasjien;			(6) mortice machine;		
(7) 'n tromskuurmasjien;			(7) drum sanding machine;		
(8) 'n guillotine;			(8) guillotine;		
(9) 'n tolskuur- of suiermasjien;			(9) bobbin sandpapering or reciprocating machine;		
(10) 'n skyfskuur- en/of truskuurwenteelmasjien;			(10) disc sanding and/or brushback, orbital sanders;		
(11) 'n bladklem;			(11) leafcramp;		
(12) 'n kantfineermasjien, insluitende slegs kantfinceerwerk, afwerking en/of skuurwerk.			(12) edge veneering machine, including edge veneering, trimming and/or sanding operations only.		
(Die loon wat betaal word, moet bepaal word volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjien wat gebruik word nie.)			(Payment of wages shall be determined by reference to the nature of work performed on such machines without reference to the type of machine used.)		
Die aard van die werk wat verrig word op 'n masjien terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjien.)			The nature of work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)		
8. WERKNEMER GRAAD IV.....	206	236	8. GRADE IV EMPLOYEE.....	206	236
Een of meer van ondergenoemde masjiene stel en/of bedien en/of werk daarmee verrig:			Setting up and/or operating and/or performing work with any one or more of the following machines:		
(1) 'n Houtskroefdraadsny-en/of houtbinneskroef-draadsnymasjien;			(1) Wood threading and/or wood tapping machine;		
(2) 'n tappersmasjien;			(2) dowel squeezing machines;		
(3) 'n tapplatdrukmasjien (uitgesonderd klemwerk);			(3) tennon squashing machine (other than cramping operations);		
(4) skuurpapierbande maak en/of aanmekaar heg vir 'n bandskuurmasjien;			(4) making and/or joining sandpaper belts for belt-sandpapering machine;		
(5) skuurpapierskywe maak en/of aanheg;			(5) making and/or affixing discs of sandpaper;		
(6) skuurpapier sny vir 'n skuurmasjien;			(6) cutting sandpaper for sandpapering machine;		
(7) skuurpapier aanbring op tolle en/of skuurmasjiene;			(7) affixing sandpaper to bobbins and/or sanding machines;		
(8) setmate met materiaal laai en ontlaai ter voorbereiding vir masjinerie: Met dien verstaande dat dié setmate nie gebruik word vir die klem van meubeldele nie;			(8) the loading and unloading of jigs with material in preparation for machining: Provided that such jigs are not used for cramping of furniture parts;		

	Tot 31 Maart 1990	Vanaf 1 April 1990		Until 31 March 1990	From 1 April 1990
	Per uur Sent	Per uur Sent		Per hour Cents	Per hour Cents
(9) masjiene en/of motorvoertuie smeer en/of olie.			(9) greasing and/or oiling machines and/or motor vehicles.		
(Die loon wat betaal word, moet be- paal word volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjien wat gebruik word nie.			(Payment of wages shall be determined by reference to the nature of work per- formed on such machines without refer- ence to the type of machine used.		
Die aard van die werk wat op 'n ma- sjien verrig word terwyl dit aan die gang is, is die beslissende faktor by die bepa- ling van die tipe masjien.)			The nature of work performed on a machine whilst in operation shall be the deciding factor in determining the type of machine.)		
C. Saagherstelwerk, instand- houding en herstel van masjiene			C. Saw doctoring machine main- tenance and machine repairing		
9. WERKNEMER GRAAD IV	206	236	9. GRADE IV EMPLOYEE	206	236
Assistent vir die saaghersteller by die herstel van sae, beitels, lemme en messe, nie in sy permanente afwesigheid nie.			Assistant to the saw doctor in doctor- ing saws, cutters, blades and knives, not in his permanent absence.		
D. Poleerafdeling			D. Polishing department		
10. WERKNEMER GRAAD II	345	375	10. GRADE II EMPLOYEE	345	375
(1) Spuitverf van onderlaag;			(1) Spraying undercoating;		
(2) 'n ontwerp produseer deur middel van 'n tensil en/of syskerm;			(2) producing a design by means of a stencil and/or silk screen;		
(3) veroudering (behalwe met die hand).			(3) ageing (other than by hand).		
11. WERKNEMER GRAAD IV (A)	217	247	11. GRADE IV (A) EMPLOYEE	217	247
Veroudering met die hand.			Ageing by hand.		
12. WERKNEMER GRAAD IV	206	236	12. GRADE IV EMPLOYEE	206	236
(1) Kleuterversies en/of kleuterteke- ninge op meubels oordruk;			(1) Transferring nursery rhymes and/ or nursery characters on to furni- ture;		
(2) 'n ontwerp produseer deur middel van 'n oordruk;			(2) producing a design by means of a transfer,		
(3) beitse en/of kleurstowwe meng;			(3) mixing stains and/or colouring materials;		
(4) gepoleerde oppervlakke met die hand of 'n masjien stroop;			(4) stripping of polished surface by hand or machine;		
(5) gate en/of krake vul;			(5) filling in holes and/or crevices;		
(6) was aansit, bleik, beits en olie;			(6) waxing, bleaching, staining and oiling;		
(7) opknapwerk by die op- en/of aflaaiplek;			(7) touching up at the point of loading and/or off-loading;		
(8) die rande van lamelbord of laag- hout verf en/of invul;			(8) painted and/or filling in edges of laminated board or of plywood;		
(9) deure en/of toebehore van meubelstukke verwyder en terug- plaas om dit te poleer en/of te herstel;			(9) removing and replacing doors and/ or fittings from articles of furni- ture for the purpose of polishing and/or repairing;		
(10) vlok wol op kleefoppervlakte ver- sprei en die kleefstof vir vlok wol slegs vir die binnekante van laaie aansit;			(10) spreading flock on adhesive sur- faces and the application of the ad- hesive for flock for the insides of drawers only;		
(11) metaalspuitverwerk;			(11) spraying metal;		
(12) in emalje, verf of lakvernis doop;			(12) dipping in enamel, paint or lac- quer;		
(13) oplossings deursig;			(13) straining solutions;		
(14) spuitapparaat skoonmaak;			(14) cleaning spraying apparatus;		
(15) vloeibestrykmasjiene of soortge- lyke toestelle voer en/of ontlai en/of bedien, maar uitgesonderd die stel daarvan;			(15) feeding and/or off-loading and/or operating of flow-coater machines or similar plant but excluding the setting up;		
(16) met die hand opvryf of skoon vee en/of was.			(16) ragging or wiping and/or washing by hand.		
E. Stoffeerafdeling			E. Upholstery department		
13. WERKNEMER GRAAD II	345	375	13. GRADE II EMPLOYEE	345	375
(1) 'n Fondament vir kronkelvere maak en/of aanbring met ander materiaal as hout- en/of metaal- latte;			(1) Making and/or affixing a founda- tion for coil springs with any mate- rial other than wooden and/or metal laths;		
(2) vere en/of veereenhede aan fonda- mente vassit;			(2) securing springs and/or spring units to foundations;		

	Tot 31 Maart 1990	Vanaf 1 April 1990		Until 31 March 1990	From 1 April 1990
	Per uur Sent	Per uur Sent		Per hour Cents	Per hour Cents
(3) vere in posisie vaswoei;			(3) lashing springs in position;		
(4) raamveer-, bedbasis- of ateljeerus- banke stoffeer;			(4) upholstering box-spring, bed base or studio couches;		
(5) kopplanke stoffeer, uitgesonderd diamantknope aanwerk;			(5) upholstering headboards other than diamond buttoning;		
(6) los stoele, eetkamer- en/of kombuisstoele stoffeer.			(6) upholstering occasional chairs, dining-room and/or kitchen chairs.		
Vir die toepassing van hierdie klousule beteken 'n veereenheid 'n onafhanklike montasie van kronkelvere of aaneenlopende vere wat so inmekaar gevleg, aanmekaar geheg of so gemaak is dat 'n veerfondament en/of veerbinnekant verskaf word vir gebruik in 'n binneveerkussing, binneveersitplek en/of binneveersittoestel.			For the purposes of this clause, a spring unit means an independent assembly of coil or continuous spring so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an innerspring cushion, seat and/or seating device.		
14. WERKNEMER GRAAD IV (A)	217	247	14. GRADE IV (A) EMPLOYEE	217	247
(1) Gimp en/of fraings vasryg en/of vaskram;			(1) Tacking and/or stapling gimp and/ or fringes;		
(2) knope aanwerk behalwe aan los kussings (uitgesonderd diamant- knope aanwerk);			(2) buttoning, excluding buttoning of loose cushions (other than diamond buttoning);		
(3) afmerk ter voorbereiding vir die vasheg van gimp en/of fraings;			(3) marking off preparatory to the securing of gimp and/or fringes;		
(4) fondamente vir kronkelveereen- hede maak en/of aanbring met hout- en/of metaallatte;			(4) marking and/or affixing founda- tions for coil spring units with wood and/or metal laths;		
(5) deurknoopwerk.			(5) tufting.		
15. WERKNEMER GRAAD IV	206	236	15. GRADE IV EMPLOYEE	206	236
(1) Heliese vere en/of ketting en/of hoepelyster aanheg wat uitsluitlik as ondersteuning vir los stoelkus- sings moet dien;			(1) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for loose cushions;		
(2) rubberstroke aanbring wat uit- sluitlik as ondersteuning vir los stoelkussings moet dien;			(2) affixing rubber strips for the sole purpose of serving as a support for loose cushions;		
(3) heliese vere en/of ketting en/of sig- sag- of nie-sakveerwerk aan rame vir stoffeerwerk aanheg;			(3) affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery;		
(4) hoepelyster en/of seilband en/of plaaservangende materiaal vir seilband aan los sitplekke en/of rugleunings vir eetkamerstoele aanheg;			(4) affixing hoop iron and/or webbing and/or webbing substitutes to loose seats and/or backs for dining- room chairs;		
(5) die hervering van veerkante met die sigsag- en/of nie-saktipe vere aan rame vir stoffeerwerk, met in- begrip van die aanheg van same- stellende dele, maar uitgesonderd die vasryg en/of aanheg van going- sak en/of sisal en/of plaasver- vangende materiaal vir goingsak of sisal;			(5) the springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, in- cluding the attachment of any component part but excluding the tacking and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal;		
(6) laaghout en/of geperste bord aan los sitplekke en rugleunings van stoele vasspyker en/of met heg- spykers vasslaan vir stoffeerwerk;			(6) nailing and/or tacking plywood and/or compressed board to loose seats and backs of chairs for upholstery;		
(7) kussinkies aan los veerkussingeen- hede heg;			(7) securing pads to unaffixed spring cushion units;		
(8) platforms sny vir die bedekking van heliese vere;			(8) cutting of platforms, used for cov- ering helical springs;		
(9) 'n pluis- en/of baaloopmaak- en/of baalbreekmasjien bedien en/of werk daarmee verrig;			(9) operating a teasing and/or bale opening and/or bale breaking ma- chine and/or performing any work therewith;		
(10) binneslope van kussings en/of oor- treksels en/of peule met die hand of 'n masjien opstop;			(10) filling cushion cases and/or slips and/or bolsters by hand or ma- chine;		

	Tot 31 Maart 1990	Vanaf 1 April 1990		Until 31 March 1990	From 1 April 1990
	Per uur Sent	Per uur Sent		Per hour Cents	Per hour Cents
(11) vulsel in touvorm losdraai;			(11) unwinding filling materials in rope form;		
(12) knope en/of klossies maak;			(12) making buttons and/or tufts;		
(13) die stoffeerder help deur oortrek-sel vas te hou;			(13) assisting upholsterer in holding cover;		
(14) bandversier- en/of kraallyswerk maak;			(14) making banding and/or beading;		
(15) klaar gesnyde materiaal sorteer nadat dit by die grootmaat uitgesny is;			(15) sorting of ready-cut materials after bulk cutting;		
(16) klaar gemaakte stoelkussings vir aflewering nagaan en/of gereedmaak;			(16) regulating and/or preparing completed cushions for delivery;		
(17) skuimrubber en/of dergelike stowwe volgens grootte of vorm sny;			(17) cutting foam rubber and/or similar substances to size or shape;		
(18) skuimrubber en/of dergelike stowwe aan bedekkingsmateriaal vaslym slegs vir deurstikwerk;			(18) glueing of foam rubber and/or similar substances to covering material for quilting only;		
(19) rubberstroke sny;			(19) cutting rubber strips;		
(20) skuimrubber en/of dergelike stowwe aanmekeer heg;			(20) joining together foam rubber and/or similar substances;		
(21) stroke tekstiel- en/of sintetiese stof aan die skuimrubber en/of dergelike stowwe vasheg, maar uitdruklik uitgesonderd die vasheg daarvan van oortrekmateriaal, nl. "Fly";			(21) affixing textile and/or synthetic strips to foam rubber and/or similar substances, but expressly excluding the affixing of covering material thereto, viz. "Fly";		
(22) grootmaatrolle stoffeermateriaal van alle soorte van selfkant tot selfkant met die hand opbreek en/of opsny;			(22) breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from self-edge to selfedge;		
(23) karton in 'n stoffeerseksie met die hand en/of 'n masjien sny;			(23) cutting cardboard in upholstery section by hand and/or machine;		
(24) 'n skuimmaalmasjien bedien;			(24) operating foam mincing machine;		
(25) die snyer help om lae materiaal-lengtes neer te lê;			(25) assisting cutter in putting down layers of lengths of cloth;		
(26) stowwe met 'n handmasjien reguit sny vir onderkante of fondament bo-oor die vere (linne en goingsak);			(26) straight cutting of materials by hand machine for bottoms or underseating over springs (linen and hessian);		
(27) patrone vir die rugleunings van stoele of rusbanke op alle stowwe aftrek (herhalend);			(27) marking out pattern for chair or settee backs on all materials (repetitive marking);		
(28) onderkante van gestoffeerde artikels vasslaan;			(28) tacking on bottoms of upholstered articles;		
(29) meubels stroop vir herstelwerk;			(29) stripping of furniture for recovering;		
(30) rubber of rubbersurrogate aan kaal rame heg vir stoffeerwerk (uitgesonderd die vaswerk, vaskram of vasslaan daarvan);			(30) affixing of rubber or substitutes to bare frames for upholstery (excluding the sewing, stapling or tacking thereof);		
(31) karton of voeringmateriaal aan kaal rame heg vir stoffeerwerk;			(31) affixing of cardboard or lining materials to bare frames for upholstery;		
(32) rugleunings van karton, kaliko of goingsak slegs aan gestoffeerde kopstukke heg.			(32) affixing of cardboard, calico or hessian backs to upholstered headboards only.		
F. Fineerafdeling			F. Veneer department		
16. WERKNEMER GRAAD III	260	290	16. GRADE III EMPLOYEE	260	290
(1) Fineerlaswerk verrig, uitgesonderd op 'n vlakskaaftasjien;			(1) Jointing veneer other than on surface planer;		
(2) inlegsels maak en/of invoeg (uitgesonderd die inlê van fineerwerk van artistieke ontwerp en vierdeling van fineerwerk);			(2) making and/or inserting inlays (excluding inlaying of veneers with an artistic design and quartering veneers);		
(3) rugkant- en nie-aanpasfineerwerk sny			(3) cutting backing and non-match veneers.		

	Tot 31 Maart 1990	Vanaf 1 April 1990
	Per uur Sent	Per uur Sent

17. WERKNEMER GRAAD IV

- (1) Kantfineerwerk met die hand;
- (2) perse van enige soort bedien en/of versorg en/of laai en/of ontlaai;
- (3) gom en/of lym en/of band en/of papier afwas en/of verwyder;
- (4) dele opstapel ná perswerk;
- (5) gom en gomverharders aanstryk en/of smeer;
- (6) oortollige finer afwerk nadat dit vasgelym is (met 'n handwerktuig);
- (7) laswerk sonder bande met 'n masjien;
- (8) finerhout en/of laaghout en/of hardbord in posisie vasbind, vaskram en/of vasspyker om gpers te word.

G. Meubelhoutsnyafdeling

18. WERKNEMER GRAAD IV 206 236

- (1) Stippelponswerk verrig;
- (2) kraallyste aan borde vaslym en/of vasheg vir houtsnywerk;
- (3) bestanddele vir vormwerk meng;
- (4) versiersels fatsoeneer (uitgesonderd die vassit daarvan).

H. Verpakking van meubels

19. WERKNEMER GRAAD IV 206 236

- (1) Versterkende stroke hout aan voltoide meubels aanbring vir die doel van verpakking of vervoer;
- (2) verpakingskrate en/of -kiste vir meubels en/of dele daarvan maak;
- (3) meubels en/of dele daarvan in goingsak verpak;
- (4) meubels en/of dele daarvan in kartondose en/of kartonhouers en/of plastiekvelle verpak;
- (5) kartondose en/of kartonhouers toemaak;
- (6) meubels en/of dele daarvan in papier en/of karton en/of plastiekvelle toedraai;
- (7) toebehore en/of dele van meubelstukke verwyder om vervoer en/of verpakking te vergemaklik;
- (8) toebehore en/of dele van meubelstukke wat vooraf verwyder is om die vervoer en/of verpakking daarvan te vergemaklik, terugsit.

I. Algemene werksaamhede

20. WERKNEMER GRAAD IV 206 236

- (1) Rottanglegwerk;
- (2) rottangsitplekke aanbring;
- (3) riempiewerk;
- (4) 'n pluismasjien stel en/of bedien en/of werk daarmee verrig;
- (5) kussings vir veereenhede maak en/of sny;
- (6) werknemers in diens in verband met enigeen van die prosesse by die vervaardiging van veerbinnekante en/of die vervaardiging van hul samestellende dele;

	Until 31 March 1990	From 1 April 1990
	Per hour Cents	Per hour Cents

17. GRADE IV EMPLOYEE

- (1) Edge veneering by hand;
- (2) operating presses and/or attending and/or loading and/or unloading of presses of any kind;
- (3) washing off and/or removing gum and/or glue and/or tapes and/or paper;
- (4) stacking parts after pressing;
- (5) applying and/or spreading glue and glue hardeners;
- (6) trimming away excess veneer after affixing of veneer (by hand tool);
- (7) tapeless jointing by machine;
- (8) taping and/or stapling and/or tacking veneers and/or plywood and/or hardboard into position for pressing.

G. Furniture carving department

18. GRADE IV EMPLOYEE 206 236

- (1) Stipple punching;
- (2) glueing and/or affixing beading to board for carving;
- (3) mixing ingredients for moulding;
- (4) making moulded embellishments (excluding the affixing thereof).

H. Furniture packing

19. GRADE IV EMPLOYEE 206 236

- (1) Affixing strengthening woodstrips to completed furniture for the purpose of packing or transporting;
- (2) making packing crates and/or cases for furniture and/or parts thereof;
- (3) packing furniture and/or furniture parts in hessian;
- (4) packing furniture and/or furniture parts in cartons and/or cardboard containers and/or plastic sheeting;
- (5) closing cartons and/or cardboard containers;
- (6) wrapping furniture and/or furniture parts in paper and/or cardboard and/or plastic sheeting;
- (7) removal of fittings and/or parts from articles of furniture to facilitate transportation and/or packing;
- (8) replacement of fittings and/or parts previously removed to facilitate their transportation and/or packing.

I. General operations

20. GRADE IV EMPLOYEE 206 236

- (1) Weaving of cane;
- (2) affixing cane seats;
- (3) riempie work;
- (4) setting up and/or operating teasing machine and/or performing work therewith;
- (5) making and/or cutting pads for spring units;
- (6) employees employed in connection with any of the processes in the construction of spring interiors and/or the manufacture of their component parts;

	Tot 31 Maart 1990	Vanaf 1 April 1990		Until 31 March 1990	From 1 April 1990
	Per uur Sent	Per uur Sent		Per hour Cents	Per hour Cents
(7) veervervaardigingsmasjiene stel en/of bedien;			(7) setting up and/or operating spring-making machines;		
(8) luidsprekerdoeke en bekleedsel aan relings, deure, panele en borde vir radiokabinette aanbring;			(8) affixing speaker cloths and fabrics to rails, doors, panels and boards for radio cabinets;		
(9) oortollige lym van meubels of dele daarvan verwyder;			(9) removing excess glue spread on furniture or parts thereof;		
(10) metaalstawe en/of skarniere en/of metaalbuis en/of -vere en/of hoepelyster en/of draad en/of metaalstroke sny;			(10) cutting metal rods and/or hinges and/or metal tubes and/or metal springs and/or hoop iron and/or wire and/or metal strips;		
(11) klinkwerk en/of skroefdraad in ysterboute en/of -stawe sny;			(11) riveting and/or making threads on iron bolts and/or rods;		
(12) hoepelyster reguit maak;			(12) straightening hoop iron;		
(13) gate in metaal pons;			(13) punching holes in metal;		
(14) metaalstawe skoonmaak;			(14) cleaning metal rods;		
(15) metaaldele buig, boor en/of monteer;			(15) bending, drilling and/or assembling metal parts;		
(16) vere baal;			(16) baling springs;		
(17) vere vir preservering in 'n oplos-sing dompel;			(17) dipping springs into a solution for the purpose of preservation;		
(18) die stofsakke van skuurmasjiene skoonmaak;			(18) cleaning sandpapering machine dustbags;		
(19) vulmateriaal ontbaal en/of uitklop;			(19) unbalancing and/or beating filling material;		
(20) vulmateriaal met die hand uitpluis;			(20) teasing filling materials by hand;		
(21) persele skoonmaak en/of uitvee;			(21) cleaning and/or sweeping premises;		
(22) masjinerie en/of uitrusting en/of gereedskap en/of werktuie en/of saaglemme skoonmaak;			(22) cleaning machinery and/or plants and/or tools and/or utensils and/or saw blades;		
(23) materiaal op- en/of aflaai;			(23) loading and/or unloading materials;		
(24) goedere met 'n stootkar vervoer;			(24) transportation of goods by hand-cart;		
(25) goedere met 'n trapfiets vervoer;			(25) transportation of goods by pedal cycle;		
(26) gemeganiseerde hanteeruitrusting bedien;			(26) operation of mechanised handling equipment;		
(27) grondstowwe uitpak;			(27) unpacking raw materials;		
(28) stoomketels en/of verbranders en/of oonde bedien;			(28) attending boilers and/or incinerators and/or ovens;		
(29) droogoonde laai en/of ontlai en/of bedien;			(29) loading and/or unloading and/or attending kilns;		
(30) drankies berei en/of bedien;			(30) making and/or serving beverages;		
(31) eet- en/of drinkgerei was;			(31) washing-up eating and/or drinking utensils;		
(32) timmerhout vir preservering behandel;			(32) treating of timber for preservation;		
(33) masjiendryfbande las;			(33) joining machine driving belts;		
(34) massameetwerk;			(34) mass-measuring;		
(35) meubels uitmekaarhaal;			(35) stripping furniture;		
(36) goedere dra en/of aandra;			(36) fetching and/or carrying;		
(37) voertuie op- en/of aflaai;			(37) loading and/or unloading vehicles;		
(38) 'n masjienwerker help met die hantering van grondstowwe voor en na masjienwerk;			(38) assisting machinist in handling raw materials before and after machining;		
(39) assistent vir 'n versendingsklerk, stoomman of tydbeampte;			(39) assistant to despatch clerk, storeman or timekeeper;		
(40) afwitwerk;			(40) limewashing;		
(41) knope maak;			(41) making of buttons;		
(42) boodskappe en/of briewe aflewer;			(42) delivering messages and/or letters;		
(43) met 'n borsel skoonmaak;			(43) cleaning with a brush;		

	Tot 31 Maart 1990 Per uur Sent	Vanaf 1 April 1990 Per uur Sent		Until 31 March 1990 Per hour Cents	From 1 April 1990 Per hour Cents
(44) los werknemers, die loon voorgeskryf vir die klas werk wat so 'n los werknemer verrig.			(44) casual employees, the wage prescribed for the class of work performed by such casual employee.		
J. Stoffeernaaiers- en/of naai- sterswerk			J. Upholstery seamsters' and/or seamstresses' work		
21. Werknemer Graad III	260	290	21. GRADE III EMPLOYEE	260	290
(1) Meubeloortreksels stik;			(1) Sewing of furniture covers;		
(2) alle hegstukke vaswerk en/of aan- haak;			(2) sewing on and/or hooking on of any attachments;		
(3) kussingslope en/of -oortreksels stik;			(3) sewing of cushion cases and/or cushion slips;		
(4) donscomborsootreksels maak en/of stik;			(4) making and/or sewing of quilted covers;		
(5) omboorsels maak;			(5) making piping;		
(6) glipsteekwerk en/of gimp en/of fraiings en/of materiaal aanwerk;			(6) slip-stitching and/or sewing gimp and/or fringes and/or materials;		
(7) gimp, fraiings, galon en/of plooi- werk afmerk en/of vaswerk;			(7) marking off and/or affixing gimp, fringes, braid and/or pleating;		
(8) knope aan los kussings aanwerk, uitgesonderd diamantknoopwerk.			(8) buttoning of loose cushions, other than diamond buttoning.		
K. Gordynwerk			K. Curtain making		
22. WERKNEMER GRAAD II	345	375	22. GRADE II EMPLOYEE	345	375
Gordyne met 'n roede of meetband pas en/of meet.			Fitting and/or measuring of curtains by rod or tape.		
23. WERKNEMER GRAAD III	260	290	23. GRADE III EMPLOYEE	260	290
(1) Gordyne stik en sny;			(1) Sewing and cutting of curtains;		
(2) glipsteekwerk aan gordynkapag- terkante en fraiings			(2) Slip-stitching pelmet backs and fringes		
24. WERKNEMER GRAAD IV	206	236	24. GRADE IV EMPLOYEE	206	236
(1) Strykwerk;			(1) Ironing;		
(2) alle soorte gordynhakies insteek en/of aanstik;			(2) Inserting and/or stitching of all types of curtain hooks;		
(3) afwerking van gordyne (slegs met die hand knoop waar blindestik- masjien die werk voltooi het);			(3) finishing off of curtains (only to tie knot by hand where blind stitch machine has completed the work);		
(4) die kante van los gevoerde gor- dyne vasryg;			(4) tacking sides of loose-lined cur- tains;		
(5) bandstroke aan gordyne werk;			(5) taping out of curtain;		
(6) assistent vir 'n gordynpasser (slegs as die passer by is).			(6) assistant to curtain fitter (only in the presence of the fitter).		
L. Diverse—Hulpwerkzaamhede			L. Miscellaneous—Ancillary oc- cupations		
25. WERKNEMER GRAAD III	260	290	25. GRADE III EMPLOYEE	260	290
(1) Versendingsklerk;			(1) Despatch clerk;		
(2) stoorman;			(2) storeman;		
(3) tydbeampte;			(3) time-keeper;		
(4) sweiswerk, uitgesonderd punt- sweiswerk;			(4) welding, other than spotwelding;		
(5) sandstraling en/of branding.			(5) sandblasting and/or burnings.		
26. WERKNEMER GRAAD III	260	290	26. GRADE III EMPLOYEE	260	290
(1) Oppasser;			(1) Caretaker;		
(2) wag;			(2) watchman;		
(3) puntsweiser;			(3) spotwelder;		
(4) dockswaiswerk.			(4) welding of fabric.		
M. Handskuurwerkzaamhede alle departemente			M. Handsanding operations all departments		
27. WERKNEMER GRAAD IV (A)	217	247	27. GRADE IV (A) EMPLOYEE	217	247
(1) Rasper- en/of vyl- en en/of skraap- werk verrig (slegs houtsnijwerk- saamhede);			(1) Rasping and/or filing and/or scrap- ing (operations in carving only);		
(2) skuurwerk met die hand of 'n draagbare masjien verrig;			(2) sandpapering by hand or portable machine;		
(3) met 'n skuurpasta en/of skuur- vloestof vryf deur middel van 'n masjien en/of meganiese toestel;			(3) rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance;		

<i>Tot 31 Maart 1990</i>	<i>Vanaf 1 April 1990</i>
<i>Per uur Sent</i>	<i>Per uur Sent</i>

- (4) los uitstekende spykers, penne en/of kramme wegpons: Met dien verstande dat dit slegs gedoen word deur persone wat met die hand skuurwerk verrig en sodanige items wat nie gepons is nie gedurende die skuurproses in die skuur-afdeling vind;
- (5) 'n masjien vir die skuur van gedraaide dele;
- (6) vernuwing met die hand of 'n masjien en/of meganiese toestel en met 'n ander stof as 'n skuurpasta en/of skuurvloestof

N. Voormanne, onderbase, toesighouers en onderbase graad IV

Voormanne en toesighouers moet lone betaal word teen die skaal van minstens die hoogste minimum voorgeskrewe loon, plus R20 per week, wat van toepassing is op die werksaamhede wat deur werknemers graad I verrig word: Met dien verstande dat hulle ten volle betaal moet word, afgesien daarvan of hulle die volle getal werkure wat in hierdie Ooreenkoms voorgeskryf word, gewerk het of nie.

O. Verblyftoelae

'n Werkgewer moet, benewens alle voorgeskrewe besoldiging verskuldig aan sy werknemer wat by die uitvoering van sy pligte 'n reis onderneem, vir 'n tydperk van een nag of langer die minimum voorgeskrewe verblyftoelae betaal soos hieronder bepaal:

Vanaf fabriek vertrek vóór 07:00—R3,00.
Vanaf fabriek vertrek vóór 12:00—R3,00.
Indien arriveer by fabriek ná 19:00—R3,00.
Uitslaap per nag—R4,50.

P. Benewens die loon in subklousule (1) bedoel moet daar aan elke werknemer wat 'n volle 44 uur in enige week gewerk het 'n kontantbonus van R8,80 tussen die datum van inwerkingtreding van hierdie Ooreenkoms en 31 Maart 1990 en R13,10 daarna betaal word. Geen aftrekkings moet van sodanige bonus gemaak word nie.

Q. Leerlinge

Leerlinge in diens om enige klas werk te leer.

Ondergemelde persentasie van die lone word voorgeskryf:

Vir die eerste ses maande leerlingskap	75%
Vir die tweede ses maande leerlingskap	80%
Vir die derde ses maande leerlingskap	85%
Vir die vierde ses maande leerlingskap	90%

Die minimum loon is gelyk aan die minimum loon voorgeskryf in hierdie klousule.

R. Vragmotordrywers

Drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die massa van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—

	<i>Tot 31 Maart 1990</i>	<i>Vanaf 1 April 1990</i>
	<i>Per uur Sent</i>	<i>Per uur Sent</i>
(i) hoogstens 1 184 kg is.....	214	244
(ii) meer as 1 814 kg maar hoogstens 7 721 kg is	246	276
(iii) meer as 2 721 kg maar hoogstens 4 536 kg is	262	292
(iv) meer as 4 536 kg	279	309

<i>Until 31 March 1990</i>	<i>From 1 April 1990</i>
<i>Per hour Cents</i>	<i>Per hour Cents</i>

- (4) punching away any protruding nails, pins and/or staples: Provided that this is done only by hand-sandpaperers finding such unpunched items during the sandpapering process in the sandpapering section;
- (5) machine for sanding turned parts;
- (6) reviving by hand or machine and/or mechanical appliances with a substance other than an abrasive paste and/or abrasive liquid.

N. Foremen, chargehands, supervisors and Grade IV chargehands

Foremen and supervisors shall be paid wages at the rate of less than the highest minimum prescribed wage, plus R20 per week, applicable to the operations performed by a Grade I employee: Provided that they are paid in full, whether or not they have completed the number of hours of work prescribed in this Agreement.

O. Subsistence allowance

An employer shall, in addition to what is due to an employee, pay his employee who undertakes a journey in the course of his duties, for a period of one night or more the minimum prescribed subsistence allowance as set out below:

Start from the factory before 07:00—R3,00.
Start from the factory before 12:00—R3,00.
Return to a factory after 19:00—R3,00.
Absent for a night—R4,50.

P. In addition to the wage referred to in subclause (1), a cash bonus of R8,80 from the inception date of this Agreement and 31 March 1990 and R13,10 thereafter shall be paid to each employee who has worked a full 44 hours in any week. No deductions shall be made from such bonus.

Q. Learners

Learners employed in learning any class of work.

The following percentage of the wage is prescribed:

For the first six months of learnership	75%
For the second six months of learnership	80%
For the third six months of learnership	85%
For the fourth six months of learnership	90%

The minimum wage is equal to the minimum wage prescribed in this clause.

R. Truck driver

Driver of motor vehicle, the unladen mass of which, together with the mass of any trailer or trailers drawn by such vehicle, is—

	<i>Until 31 March 1990</i>	<i>From 1 April 1990</i>
	<i>Per hour Cents</i>	<i>Per hour Cents</i>
(i) not exceeding 1 184 kg	214	244
(ii) more than 1 814 kg but not exceeding 7 721 kg	246	276
(iii) more than 2 721 kg but not exceeding 4 536 kg	262	292
(iv) more than 4 536 kg	279	309

35. VERLOF VAN WERKWINKELVERTEENWOORDIGERS

Vir die doel om opleidingskursusse en/of seminare en/of vergaderings by te woon wat gereël word deur die vakvereniging wat 'n party by hierdie Ooreenkoms is, is werkwinkelverteenvoordigers geregtig op verlof met besoldiging van vier dae per jaar, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, onderworpe aan die volgende voorwaardes:

(a) Die verlofsiklus begin op 1 Julie elke jaar. Verlof wat nie deur 'n werkwinkelverteenvoordiger geneem word nie moet toeval aan die nuut gekose werkwinkelverteenvoordiger geneem word nie moet toeval aan die nuut gekose werkwinkelverteenvoordiger gedurende 'n bepaalde verlofsiklus. Verlof is nie oploopbaar of oordraagbaar van een werkgewer na 'n ander werkgewer nie;

(b) die vakvereniging moet die program van die opleidingskursusse en/of seminare en/of die agenda van vergaderings minstens sewe dae vooraf aan die werkgewer bekend maak;

(c) die vakvereniging met vooraf reëlings met 'n werkgewer tref vir die vrystelling van sleutelpersoneel. Hoogstens 50 persent van die gekose werkwinkelverteenvoordigers by 'n bepaalde bedryfsinrigting mag op 'n spesifieke dag 'n opleidingskursus en/of seminar en/of vergadering bywoon;

(d) die getal werkwinkelverteenvoordigers wat in 'n bepaalde bedryfsinrigting gekies word, moet in die verhouding van hoogstens een tot 30 werknemers wees;

(e) die naam/nam van die gekose werkwinkelverteenvoordigers moet deur die senior werkwinkelverteenvoordiger aan die werkgewer bekend gemaak word;

(f) die vakvereniging moet die werkgewer van skriftelike bewys voorsien dat die opleidingskursus en/of seminar en/of vergadering, vir watter doel die verlof met besoldiging toegestaan is, deur die spesifieke werkwinkelverteenvoordigers bygewoon is.

36. KRAAMVERLOF

'n Vroulike werknemer wat vir 'n bevalling gaan, is geregtig op kraamverlof vir 'n tydperk van hoogstens drie maande waartydens sy 30 persent van haar salaris moet ontvang, met 'n waarborg van herindiensneming na verstrekking van die voornoemde tydperk op dieselfde terme en diensvoorwaardes as op die datum waarop die kraamverlof toegestaan is, onderworpe aan die volgende voorwaardes:

(a) Die werknemer wat met kraamverlof afwesig is, moet haar werkgewer voor of op die verstrekingsdatum van die tydperk van drie maande in kennis stel of sy haar diens sal hervat al dan nie;

(b) bewys van die bevalling moet aan die werkgewer verskaf word op die datum waarop die werknemer diens hervat in die vorm van 'n geboortesertifikaat of 'n sterftesertifikaat, in die geval van 'n stilgeboorte, of 'n mediese sertifikaat in die geval van 'n miskraam;

(c) die werkgewer kan die waarborgtydperk van drie maande verleng by ontvangs van 'n geldige mediese sertifikaat van 'n geregistreerde mediese praktisyn waarin gesertifiseer word dat die werknemer om mediese redes nie diens kan hervat nie;

(d) die werkgewer sal toegelaat word om 'n tydelike werknemer in diens te neem in dieselfde kategorie as die werknemer aan wie kraamverlof toegestaan is op 'n tydelike kontrakbasis vir die tydperk van afwesigheid van die werknemer aan wie kraamverlof toegestaan is. Tydelike dienskontrakte is verkrygbaar van die Raad in 'n *pro forma*-formaat;

(e) gedurende die tydperk in paragraaf (d) bedoel, is al die bepalinge van die ooreenkomste wat deur die Raad geadminestreer word op die tydelike werknemer van toepassing;

(f) gedurende die kontraktydperk kan die werkgewer, onderworpe aan die riglyne soos van tyd tot tyd deur die Nywerheidshof bepaal of om enige ander regsgeldige rede, die kontrak van tydelike diens beëindig.

Hierdie Ooreenkoms namens die partye op hede die 30ste dag van Januarie 1989 in Bloemfontein onderteken.

P. I. LABUSCHAGNE,
Voorsitter van die Raad.

T. C. SOLOMON,
Ondervoorsitter van die Raad.

H. G. COMBRINCK,
Sekretaris van die Raad.

35. SHOP STEWARD'S LEAVE

For the purpose of attending training courses and/or seminars and/or meetings arranged by the trade union which is a party to this Agreement, shop stewards shall be entitled to four days' paid leave per annum with effect from the date of the coming into operation of this Agreement, subject to the following conditions:

(a) The leave cycle shall commence on 1 July of each year. Leave not taken by a shop steward shall accrue to the newly elected shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another;

(b) the trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance;

(c) prior arrangements shall be made by the trade union with an employer for the release of key personnel. Not more than 50 per cent of elected shop stewards at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day;

(d) the number of shop stewards elected at any particular establishment shall be in the ratio of not more than one to 30 employees;

(e) the name/s of the shop steward/s elected shall be conveyed to the employer by the senior shop steward;

(f) the trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting, for which purpose the paid leave was granted, was attended by the particular shop stewards.

36. MATERNITY LEAVE

Any female employee going on confinement shall be entitled to maternity leave for a period not exceeding three months during which period she shall be paid 30 per cent of her salary, with a guarantee of re-employment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

(a) The employee on maternity leave shall before or on the expiry date of the three-month period, notify her employer whether or not she will recommence employment;

(b) proof of the confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or a death certificate, in the case of a still-birth, or a medical certificate in the case of a miscarriage;

(c) the employer may extend the three-month guarantee period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons;

(d) the employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary contract basis for the period of absence of the employee who has been granted maternity leave. Temporary contracts of employment may be obtained from the Council in the *pro forma*-format;

(e) during the period referred to in paragraph (d), all the provisions of the agreements administered by the Council shall apply to the temporary employee;

(f) during the contract period the employer may, subject to the principles laid down by the Industrial Court from time to time, or for any other reason recognised in law, terminate the contract of temporary employment.

This Agreement signed at Bloemfontein, on behalf of the parties, this 30th day of January 1989.

P. I. LABUSCHAGNE,
Chairman of the Council.

T. C. SOLOMON,
Vice-Chairman of the Council.

H. G. COMBRINCK,
Secretary of the Council.

AANHANGSEL A

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

Naam en adres van werkgever
Week wat eindig op

Indeks- nommer deur Raad toegewys	Familie- naam van werk- nemer	Voor- naam of -name van werk- nemer	Beroep	Uur- loon	Getal ure ge- werk ge- durende week	Totale besoldi- ging betaal	Bedrag waarop% Vakansie- bonus betaal- baar is*	Bedrag waarop% Vakansie- bonus betaal- baar is*	Bedrag waarop% Vakansie- bonus betaal- baar is*	Vakver- eniging ledegeld	Bedrag betaal- baar aan die Sen- trale Fonds	Bedrag betaal aan Sieke fonds	Voorsorg- fonds-, Pen- sioenfonds en Sterfte- bystands- vereniging- bydrae
						R	R	R	R				

* Die betrokke persentasie moet deur die werkgever aangedui word.

AANHANGSEL B

[Kennisgewing vereis ingevolge klousule 7 (9) van die Ooreenkoms]

Dag	Aanvangstyd	Sluitingstyd	Etenspouse
Maandag.....	.....	.....	tot
Dinsdag.....	.....	.....	tot
Woensdag.....	.....	.....	tot
Donderdag.....	.....	.....	tot
Vrydag.....	.....	.....	tot
Voormiddagpouse.....	 tot .....	.....	
Namiddagpouse.....	 tot .....	.....	

AANHANGSEL C

MEDIESE SERTIFIKAAT INGEVOLGE KLOUSULE 26 (2) VAN DIE OOREENKOMS

Ek sertifiseer dat ek.....(naam voluit).....
geslag....., ras....., wat verklaar dat sy/haar teenswoordige ouderdom
is, medies ondersoek het en die volgende bevind het:

- (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 adenoïde
- (e) Toestand van nekkliere
- (f) Toestand van tande
- (g) Gehoor
- (h) Oë.....
- (i) Aansteeklike siektes.....
- (j) Pedikulose
- (k) Liggaamlike ontwikkeling.....

Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik vir indiensneming as leerling in die ambag van
..... of enige ambag, sonder gevaar vir homself/haarself of ander.
Plek
Datum.....19..... Mediese beampte

APPENDIX A

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

Name and address of employer
Week ending

Index number al- lotted by the Council	Surname of em- ployee	First name or names of em- ployee	Occupation	Hourly rate	Number of hours worked during week	Total re- munera- tion paid	Amount on which% Holiday Bonus is payable *	Amount on which% Holiday Bonus is payable *	Amount on which% Holiday Bonus is payable *	Trade Union subscrip- tions	Amount payable to Cen- tral Fund	Amount paid to Sick Fund	Provident Fund, Pension Fund and Mortal- ity Bene- fit Asso- ciation Contri- bution
						R	R	R	R				

* The relevant percentage should be indicated by the employer.

APPENDIX B

[Notice required in terms of clause 7 (9) of the Agreement]

Day	Starting time	Finishing time	Meal interval
Monday			to
Tuesday			to
Wednesday			to
Thursday			to
Friday			to
Forenoon interval		to	
Afternoon interval		to	

APPENDIX C

MEDICAL CERTIFICATE IN TERMS OF CLAUSE 26 (2) OF THE AGREEMENT

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 of tonsils and adenoids
- (e) Condition of glands of neck
- (f) Condition of teeth
- (g) Hearing
- (h) Sight
- (i) Communicable disease
- (j) Pediculosis
- (k) Physical development

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

No. R. 2436

10 November 1989

WET OP ARBEIDSVIRHOUDINGE, 1956

MEUBELNYWERHEID, ORANJE-VRYSTAAT.—
FONDSE-OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1999 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 5 van Hoofstuk 1, Hoofstuk 2 en Hoofstuk 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1999 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 2436

10 November 1989

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE.—FUNDS AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1999, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(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) (b), 2 and 5 of Chapter 1, Chapter 2 and Chapter 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1999, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT****OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

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

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

National Union of Furniture and Allied Workers of South Africa

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

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

HOOFSTUK 1**ALGEMENE BEPALINGS VAN TOEPASSING TEN OPSIGTE VAN AL DIE FONDSE WAARVOOR IN HIERDIE OOREENKOMS VOORSIENING GEMAAK WORD****1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die provinsie die Oranje-Vrystaat;

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werkzaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing slegs op werknemers vir wie lone in die Hofooreenkoms van die Raad voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarvolgens aangegaan is of met 'n voorwaarde wat daarkragtens gestel is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet vastel en bly dit van krag vir 10 jaar, of vir sodanige tydperk as wat die Minister bepaal.

3. WOORDOMSKRYWING

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkinge wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet op Arbeidsverhoudinge, 1956, of in die Hofooreenkoms omskryf is, dieselfde betekenis as in daardie Wet of Hofooreenkoms; waar daar van 'n wet melding gemaak word, sluit dit ook in alle wysigings van daardie wet, en tensy strydig met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge 1956;

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"loswerknemer" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgever in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

"bydraes" die geld wat ingevolge die bepalings van die bydraeklousule van die onderskeie Hoofstukke aan die Fondse betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat;

"afhanklike", met betrekking tot 'n lid—

(a) iemand wat, na die mening van die Bestuurskomitee, inderdaad van die lid vir onderhoud afhanklik is, ongeag of die lid regtens vir die onderhoud van so iemand aanspreeklik is of nie; en

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

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

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

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

National Union of Furniture and Allied Workers of South Africa

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

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

CHAPTER 1**GENERAL PROVISIONS APPLICABLE IN RESPECT OF ALL THE FUNDS PROVIDED FOR IN THIS AGREEMENT****1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed—

(a) in the Province of the Orange Free State;

(b) by all employers who are members of the employers' organisation and who are engaged in the Furniture Manufacturing Industry, and by all employees who are members of the trade union and who are employed in that Industry.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement—

(a) shall only apply to employees for whom wages are prescribed in the Council's Main Agreement and to the employers of such employees;

(b) shall, unless inconsistent with the terms of the Manpower Training Act, 1981, or any contract entered into thereunder or any condition imposed in terms of the said Act, apply to apprentices.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act and shall remain in operation for 10 years, or for such period as the Minister may determine.

3. DEFINITIONS

Unless the contrary appeared, any expression used in this Agreement and which is defined in the Labour Relations Act, 1956, or the Main Agreement shall have the same meaning as in that Act or Main Agreement; any reference to any Act shall include any amendment to such Act and, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"auditor" means a public accountant as defined in the Act;

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

"contributions" means the money payable to the Funds in terms of the contributions clause of the various Chapter;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State;

"dependant", in respect of a member, means—

(a) someone who, in the opinion of the Management Committee, is indeed dependent on the member for maintenance, whether the member is legally responsible for the maintenance of such person, or not; and

(b) iemand wat inderdaad nie van die lid vir onderhoud afhanklik is nie, indien so iemand—

(i) die gade van die lid is, met inbegrip van 'n party by 'n gemeenregtelike huwelik volgens Swart reg en praktyk of by 'n verbintenisse wat volgens die leerstelling van 'n Asiatiese godsdienste as 'n huwelik erken word; of

(ii) 'n kind of afstammeling van 'n kind van die lid of die gade van so 'n kind of afstammeling is;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

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

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van raamveermatrasses en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtsnijwerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadloosstelle, en omvat dit die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasses, veermatrasses, bomatrasses, bedkussings, peule en stoelkussings, en omvat dit die bedrywighede op alle persele waar houtmasjienwerk, houtdraai- en/of houtsnijwerk in vervand met die vervaardiging van meubels gedoen word; en omvat dit verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar die vervaardiging van meubels of werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word, en die fineer van deure gemaak van lamelblokbord of laaghout, wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels;

"Hoofooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1054 van 4 Junie 1982 of 'n daaropvolgende ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer is;

"Bestuurskomitee" of "Komitee" die komitee aangestel ingevolge klousule 9 (1);

"gewone loon", vir die toepassing van klousule 6 (1) van die Hoofstuk 2 die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende 'n bepaalde week gewerk het;

"aftrede" permanente aftrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom en het "aftree" 'n ooreenstemmende betekenis;

"geldetarief" die geldetarief soos van tyd tot tyd deur die Registraar van Mediese Skemas vasgestel.

4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n sekretaris en personeel aanstel op sodanige voorwaardes as wat hy geskik ag en hy kan sodanige aanstellings verander, reëlins tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Fondse.

5. AGENTE

'n Agent wat deur die Raad aangestel word, moet help om hierdie Ooreenkoms te administreer. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige dokumente, boeke, loonstate, loonkoeferte en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee magtig om een of meer agente aan te stel, bekleed met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkgewers aan die Fondse verskuldig is.

(b) someone who is indeed not dependent on the member for maintenance, if such person is—

(i) the spouse of the member, including a common-law marriage in accordance with Black law and practice or a union recognised as a marriage according to the doctrines of an Asiatic religion; or

(ii) a child or descendant of a child of the member or the spouse of such a child or descendant;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

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

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

"Main Agreement" means the Agreement published under Government Notice No. R. 1054 of 4 June 1982, or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"Management Committee" or "Committee" means the Committee appointed in terms of clause 9 (1);

"ordinary wage" means, for the purposes of clause 6 (1) of Chapter 2, the wage based on a employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;

"tariff of fees" the tariff of fees as determined by the Registrar of Medical Schemes from time to time"

4. ADMINISTRATION

The Council shall appoint an auditor, a secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Funds.

5. AGENTS

Any agent appointed by the Council shall assist in administering this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council it may authorise the Management Committee to appoint one or more agents, with similar powers and duties as the agents referred to above, for so long as contributions are due to the Funds by members and employers.

6. VRYSTELLINGS

(1) Die Bestuurskomitee kan vrystelling verleen van enigteen van of al die bepalings van hierdie Ooreenkoms ten opsigte van 'n werk-gewer en/of een of meer van sy werknemers.

(2) Die Bestuurskomitee moet, ten opsigte van elke werk-gewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waarop sodanige vrystelling verleen word en die tydperk wat sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee, indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werk-gewer of werknemer gegee het, 'n vrystellingsertifikaat kan intrek of wysig, ongeag of die tydperk waarvoor vrystelling verleen is, vestryk het of nie.

(3) Die sekretaris moet aan elke werk-gewer/werk-nemer aan wie vrystelling ingevolge hierdie kousule verleen word, 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

- (a) Die naam van die betrokke werk-gewer/werk-nemer voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan waarop sodanige vrystelling verleen word; en
 - (d) die tydperk wat die vrystelling van krag is.
- (4) Die sekretaris moet—
- (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en
 - (c) wanneer vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werk-gewer stuur.

(5) Elke werk-gewer/werk-nemer moet die bepalings van 'n vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee of Bestuurskomitee en die beamptes van die Fondse word nie verantwoordelik gehou vir 'n handeling wat tot 'n verlies vir die Fondse kan lei nie, indien sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir die skulde en laste van die Fondse nie, en hulle word hierby gevrywaar deur die Fondse teen alle verliese en koste deur hulle nagegaan in of in verband met die bona fide-uitvoering van hul pligte.

(2) Die Raad en/of Komitee of Bestuurskomitee word nie verantwoordelik gehou vir bydraes afgetrek en bydraes verskuldig en betaalbaar deur die werk-gewer wat nie by sekwestrasie of likwidasie van die werk-gewer se boedel of hoe ook al in die Fondse inbetaal is nie.

8. ALGEMENE BEPALINGS

(1) Bystand, reg of belang waarop 'n lid van die Fondse na hy beweer ingevolge hierdie Ooreenkoms geregtig is, mag nie gebruik word as grond vir skadevergoeding in 'n geding wat deur sodanige lid teen die werk-gewer ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werk-gewer om die diens van sodanige lid te beëindig nie.

(2) Niemand, hetsy hy 'n lid is of nie, het 'n eis, reg of belang teen, op of ten opsigte van die Fondse of die bydraes daartoe of 'n belang daarby of 'n eis teen die Raad, die Bestuurskomitee aangestel ingevolge hierdie Ooreenkoms en die werk-gewers nie, behalwe kragtens die ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, of 'n ander wet, maak die bystand waarop 'n lid of afhanklike geregtig is, by sekwestrasie of afstanddoening van sy boedel nie deel van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fondse na gelang van die geval, en die betrokke Komitee kan daarvoor beskik op 'n wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

6. EXEMPTIONS

(1) The Management Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee shall fix in respect of every employer or person granted exemption in terms of the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee may, if it deems fit, after giving three months' notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption, whether or not the period for which exemption was granted has expired.

(3) The secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting of—

- (a) the full name of the employer/employee concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions, if any, fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The secretary shall—

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

(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

7. INDEMNITY

(1) The members of the Council, the members of the Committee or Management Committee and the officers of the Funds shall not be held responsible for any act which may result in loss to the Funds where such act was done in good faith, and shall not be liable for the debts and liabilities of the Funds and are hereby indemnified by the Funds against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council and/or Committee or Management Committee shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Funds upon the sequestration or liquidation of an employer's estate or at all.

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Funds may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal.

Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

(2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Funds or any contributions thereto or any interest therein or any claim against the Council, the Management Committee, appointed in terms of this Agreement and the employers, except under and in accordance with the provisions of this Agreement.

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled shall not form part of the assets of his insolvent or assigned estate but shall revert to the Funds as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

(4) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgewer onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie teen twee persent per maand, behoudens die bepalinge van die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goeëddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld.

(5) Rente betaalbaar ingevolge subklousule (4) moet in die algemene fondse van die Raad gestort word.

9. BESTUUR, BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Die administrasie en beheer van die Fondse is, behoudens die magtiging van die Raad, in 'n Komitee gevestig wat moet bestaan uit vier verteenwoordigers van die Raad (waarvan twee werknemer-verteenwoordigers en twee werkgewer-verteenwoordigers is), en die Voorsitter en Ondervoorsitter van die Raad, is *ipso facto*, onderskeidelik die Voorsitter en Ondervoorsitter van die Komitee.

(2) Die Raad kies 'n plaasvervanger vir elke verteenwoordiger wat hy aangestel het.

(3) Verteenwoordigers en plaasvervangers beklee hul amp vir 'n tydperk van 12 maande, waarna hulle herkies kan word.

(4) Behoudens goedkeuring deur die Raad, moet die Komitee die beleid van die Fondse bepaal en die algemene sake en werksaamhede van die Fondse administreer ooreenkomstig hierdie Hoofstuk, en by die uitoefening van hierdie funksies moet die Komitee al sodanige stappe doen as wat hy nodig ag, of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(5) die Komitee kan in die besonder, behoudens die goedkeuring van die Raad—

(a) 'n lid van lidmaatskap onthef—

(i) indien hy skriftelik om die ontheffing aansoek doen; of

(ii) indien dit in belang van die Fondse is; en

(b) 'n lid vrystel van die bepalinge van die Ooreenkoms wat op hom van toepassing is.

10. SEKRETARIS

Die sekretaris van die Fondse moet deur die Raad of in 'n ere- of besoldigde hoedanigheid aangestel word.

11. FINANSIËLE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op die naam van die Fondse geopen word. Die Komitee het die bevoegdheid om sodanige ander bankrekenings as wat hy nodig ag van tyd tot tyd te open en daarop te werk en moet die persone aanwys wat gemagtig is om op enigeen van die Fondse se bankrekenings te werk.

(2) Alle geld wat aan die Fondse betaal word, moet sonder versuim in die Fondse se bankrekening inbetaal word.

(3) Alle koste wat aangegaan word in verband met die administrasie van die Fondse word die Fondse ten laste gelê.

(4) Geld wat nie benodig word om lopende betalings en uitgawes te dek nie, moet belê word—

(a) Effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike owerhede;

(b) Nasionale Spaarsertifikate;

(c) Poskantoor spaarrekenings of sertifikate;

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

(e) of op enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

(5) Die boekjaar van die Fondse eindig op 31 Oktober van elke jaar.

(6) Die Raad moet die ouditeurs van die Fondse aanstel.

(7) So spoedig doenlik na 31 Oktober van elke jaar moet die Fondse 'n staat opstel van alle inkomste en uitgawes van die Fondse en 'n balansstaat wat die bates en laste aantoon ten opsigte van die tydperk van 12 maande geëindig 31 Oktober, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee mede-onderteken moet word en tesame met enige verslag daaroor deur die ouditeur aan die Raad gestuur moet word.

(4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employee shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at two per cent per month, subject to the provisions of the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(5) Any interest payable in terms of subclause (4) shall be paid into the general funds of the Council.

9. MANAGEMENT, POWERS AND DUTIES OF THE COMMITTEE

(1) The administration and control of the Funds shall, subject to the authorisation of the Council, be vested in a Committee which shall consist of four representatives of the Council (of which two shall be employer representatives and two employee representatives), and the Chairman and Vice-Chairman of the Council shall, *ipso facto*, be the Chairman and Vice-Chairman, respectively, of the Committee.

(2) The Council shall elect an alternate for every representative that it has appointed.

(3) Representatives and alternates shall hold office for a period of 12 months after which they may be re-elected.

(4) Subject to the approval of the Council, the committee shall direct the policy of the Funds and administer the general business and activities of the Funds in accordance with the provisions of this Chapter, and in so doing the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive toward or will assist in the attainment of such object.

(5) The Committee may, in particular, subject to the approval of the Council—

(a) release a member from membership—

(i) if he applies for such release in writing; or

(ii) if it is in the interest of the Funds; and

(b) exempt a member from the provisions of the Agreement applicable to him.

10. SECRETARY

The secretary to the Funds shall be appointed by the Council either in an honorary or in a paid capacity.

11. FINANCIAL CONTROL

(1) An account shall be opened with the Council's bankers in the name of the Funds. The Committee shall have the powers to open such other banking accounts as it may deem necessary from time to time and to operate thereon and shall appoint the persons who are authorised to operate on any of the banking accounts of the Funds.

(2) All moneys paid to the Funds shall be paid into the banking accounts of the Funds.

(3) All costs incurred by the fund in connection with the administration of the Funds shall be a charge against the Funds.

(4) Any moneys not required to cover current payments and expenses shall be invested—

(a) Stocks of the Government of the Republic of South Africa or local government stocks;

(b) National Savings Certificates;

(c) Post Office savings accounts or certificates;

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

(e) or in any other manner approved by the Industrial Registrar.

(5) The financial year of the Funds shall end on 31 October of each year.

(6) The Council shall appoint the auditors of the Funds.

(7) As soon as possible after 31 October of each year, the Funds shall draft a statement of income and expenses of the Funds and a balance sheet indicating the assets and liabilities in respect of the period ending 31 October, which shall be certified by the auditor(s) and counter-signed by the Chairman of the Committee and, together with any report thereon by the auditor(s), shall be sent to the Council.

(8) Die geauditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande van die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag gestuur word.

(9) Uitbetaling uit die Fondse moet gestaak word as die batige saldo van die Fondse benede R1 000 daal en die betaling van verdere voordele moet nie hervat word voordat die batige saldo van die Fondse weer die bedrag van R2 000 bereik het nie.

12. REGULASIES

Die Komitee het die bevoegdheid om regulasies op te stel, te wysig en in te trek wat nie teenstrydig is met die bepalings van die Ooreenkoms of enige ander Wet, vir die doeltreffende uitvoering van die Fondse se doelstellings, en vir die bepaling van omvang van bystand wat deur die Fondse toegestaan moet word en die bepalings en voorwaardes daarop van toepassing.

'n Kopie van die regulasies en wysigings daarvan moet aan lede van die Fondse uitgereik word, en aan die Direkteur-generaal van Mannekrag verskaf word.

13. ONTBINDING VAN DIE FONDSE

(1) In die geval van die verstryking van hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan deur verloop van tyd of om enige ander rede en 'n latere Ooreenkoms wat voorsiening maak vir die voortsetting van die Fondse nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie, of die Fondse nie deur die Raad binne sodanige tydperk oorgeplaas word na enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike fondse gestig was nie, moet die Fondse gelikwedeer word deur die Komitee of sodanige persoon as wat die Raad mag aanstel. Die Fondse moet gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit na enige ander fonds hierbo vermeld, oorgeplaas word of by 'n latere ooreenkoms voortgesit word, deur die Komitee geadministreer word.

(2) In die geval van die ontbinding van die Raad of ingeval dit ophou om gedurende die geldigheidsduur van hierdie Ooreenkoms te funksioneer, moet dit deur die Komitee geadministreer word. Vakatures wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit die geledere van werkgewers en werknemers in die Nywerheid, na gelang van die geval, om 'n gelyke getal werkgewer- en werknemerverteenwoordigers te verseker. Waar die Komitee nie in staat is nie of onwillig is om sy pligte te vervul, kan die Registrator 'n trustee of trustees aanstel om die Fondse te administreer. Die trustee(s) aldus aangestel het die bevoegdheid wat aan die Komitee vir die toepassing van hierdie Ooreenkoms opgedra is. As daar geen Raad bestaan nie, moet die Fondse by verstryking van hierdie Ooreenkoms gelikwedeer word deur die Komitee of trustee(s), na gelang van die geval, op die wyse in subklousule (3) hiervan bepaal en as die Raad by sodanige likwidasië reeds berekder en sy bates verdeel is, moet die geld wat in die krediet van die Fondse oorbly aan die vakverenigings oorbetal word vir die stigting van 'n soortgelyke fonds.

(3) By likwidasië van die Fondse kragtens subklousule (1) hiervan moet die Raad, in samewerking met die ouditeur van die Fondse, vasstel watter gedeelte van die bedrag wat oorbly in die krediet van die Fondse na die totgeldmaking van al die bates van die Fondse en die betaling van alle eise teen die Fondse met inbegrip van administrasie- en likwidasiëkoste, aan die vakverenigings oorbetal moet word ten einde 'n soortgelyke fonds te stig en watter gedeelte in die Raad se algemene fondse gestort moet word.

HOOFSTUK 2

SIEKTEBYSTANDSFONDS VIR MEUBELWERKERS VAN DIE ORANJE-VRYSTAAT

1. VOORTSETTING EN DOELSTELLING VAN DIE FONDSE

(1) Die "Siektebystandsfonds" vir Meubelwerkers van die Oranje-Vrystaat, vroeër deel van die Siektebystandsfondse, hierna die "Fonds" genoem, word hierby voortgesit.

(2) Die Fonds bestaan uit—

- (a) bydraes in die Fonds gestort ooreenkomstig hierdie Ooreenkoms;
- (b) rente verkry uit die belegging van geld van die Fonds; en
- (c) alle ander geld waarop die Fonds geregtig word.

(8) The audited statement and balance sheet shall be open for inspection at the offices of the Council and copies thereof shall be sent to the Director-General of Manpower within three months of the closing of the period covered by it.

(9) Payments from the Funds shall cease when the credit balance of the Funds drops below R1 000 and payment of further benefits shall not be resumed until the credit balance of the Funds has reached the amount of R2 000.

12. REGULATIONS

The Committee shall have the power to make, vary and repeal regulations not inconsistent with the provisions of this Agreement or any other Act for the efficient carrying of the Funds objects and for determining the extent of the benefits to be granted by the Funds and the terms and conditions applicable thereto.

A copy of the regulations and amendments thereto shall be issued to members of the Funds and shall be furnished to the Director-General of Manpower.

13. DISSOLUTION OF THE FUNDS

(1) In the event of the expiry of this Agreement or an extension or renewal thereof by effluxion of time or for any other reason and a later agreement providing for the continuation of the Funds not being concluded within a period of 12 months from the date of such expiry, or the Funds not being transferred by the Council within such period to any other fund established for the same purpose as that of the original Funds the Funds shall be liquidated by the Committee or such person as may be appointed by the Council. The Funds shall be administered by the Committee during the said period of 12 months or until it is transferred to any other fund referred to above or until it is continued by a later agreement.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the period of operation of this Agreement, it shall be administered by the Committee. Vacancies occurring on the Committee, may be filled by the Industrial Registrar from employers and employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties, the Registrar may appoint a trustee or trustees to administer the Funds. The trustee(s) so appointed shall have the powers vested in the Committee for the execution of this Agreement. In the event of there being no Council in existence, the Funds shall, upon the expiry of this Agreement, be liquidated by the Committee or trustee(s), as the case may be, in the manner provided in subclause (3) hereof, and in the event of the Council upon such liquidation already being administered and its assets distributed, the moneys remaining to the credit of the Funds shall be paid to the trade unions for the establishment of a similar fund.

(3) Upon liquidation of the Funds in terms of subclause (1) hereof, the Council shall, in collaboration with the auditor of the Funds, determine which portion of the money remaining to the credit of the Funds after the realisation of all the assets of the Funds and the payment of all claims against the Funds, including administration and liquidation costs, shall be paid to the trade unions for establishing a similar fund and which portion shall be paid into the Council's general funds.

CHAPTER 2

SICK BENEFIT FUND FOR FURNITURE WORKERS OF THE ORANGE FREE STATE

1. CONTINUATION AND OBJECT OF THE FUND

(1) The Sick Benefit Fund for Furniture Workers of the Orange Free State, formerly part of the Sick Benefit Funds, hereinafter referred to as the "Fund", is hereby continued.

(2) The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with the provisions of this Agreement;
- (b) interest derived from the investment of moneys of the Fund; and
- (c) all other moneys to which the Fund may become entitled.

(3) Die doelstellings van die Fonds is om ooreenkomstig die bepalings van die Ooreenkoms en regulasies, lede en hul afhanklikes te voorsien van mediese, tandheelkundige en optalmiese ondersoek en behandeling, medisyne, verbande, geriewe, hospitaal- of verpleeginrigtingsbehandeling wanneer vry beddens in 'n hospitaal ooreenkomstig die betrokke provinsiale ordonnansie onverkrygbaar is, en in laasgenoemde geval, wanneer dit 'n dringende geval is; om lede te voorsien van siektebetaling en sodanige ander bystand en hulp as wat van tyd tot tyd deur die Komitee vasgestel word en om stappe te doen vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid onder lede en hul afhanklikes.

(4) In verband met die verwesenliking van voornoemde doelstellings kan die Fonds—

(a) kontrakte aangaan met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wenslik ag, asook hulle in diens hou of in diens neem;

(b) enige hospitaal, verpleeginrigting, hersteloord of dergelike of enige spreekkamer of apteek instel en/of waarneem;

(c) kontrakte aangaan met enige hospitaal, verpleeginrigting, hersteloord of dergelike vir die versorging van lede en hul afhanklikes;

(d) kontrakte aangegaan met enige oogkundige, farmaseut of enige ander persoon vir die verskaffing van dienste, oogkundige behoeftes, medisyne, verbande en verdowingsmiddels;

(e) behoudens klousule 11 (4) (e) van Hoofstuk 1 van hierdie Ooreenkoms, roerende en onroerende eiendom bekom en oprig en geboue in stand hou;

(f) samesmelt of verenig met of wederkerig saamwerk met 'n ander organisasie of liggaam wat geheel en al of gedeeltelik soortgelyke doelstellings het as dié van die Fonds.

(5) Die Fonds kan verder alle sodanige ander dinge doen wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstellings of voortvloei uit enigeen van die bevoegdhede of funksies in die Ooreenkoms vermeld.

2. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir—

(a) alle werknemers in die Nywerheid uitgesonderd los werknemers, klerke wat verkies om nie lede te word nie, en sodanige werknemers as wat lede van 'n soortgelyke fonds is of op voordele daaruit geregtig is;

(b) behoudens die goedkeuring van die Komitee, sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hulle werkgewers toegestem het om die bydraes te maak wat in klousule 6 voorgeskryf is.

(2) Ondanks enige ledegeld wat betaal mag gewees het, word lidmaatskap van die Fonds beëindig sodra 'n lid die Nywerheid verlaat.

3. LEDE SE KLAGTES

(1) Enige klagtes teen die Komitee of enige amptenaar of dienaar daarvan, moet aan die Raad gerig word, wat die bevoegdheid het om tot 'n beslissing te kom en wie se beslissing finaal is.

(2) Klagtes teen die mediese personeel van die Fonds moet by die Komitee ingedien word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee van ondersoek bestaande uit persone wat in die Mediese Komitee uit sy geledere aangestel is en die Hoof Mediese Beampte.

Die komitee van ondersoek moet verslag van sy bevindings aan die Mediese Komitee doen.

4. PENSIOENTREKKERS EN WEDUWES

Lede wat uit die Nywerheid tree na 20 jaar diens of weduwees van afgestorwe lede kan toegelaat word om steeds deel te hê aan die voordele van die Fonds ooreenkomstig sodanige bepalings en voorwaardes wat betref bydraes tot die Fonds en andersins as wat die Komitee van tyd tot tyd voorskryf.

(3) The objects of the Fund shall be to provide members and their dependants, in accordance with the provisions of the Agreement and regulations, with medical, dental and ophthalmic attendance and treatment, medicines, dressings, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and, in the last-mentioned case, it is an urgent case; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

(4) In connection with the attainment of the aforementioned objects the Fund may—

(a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;

(b) establish and/or conduct any hospital, nursing home, convalescent home or the like or any surgery or dispensary;

(c) contract with any hospital nursing home, convalescent home, or the like for the care of members and their dependants;

(d) contract with any optician, pharmacist or any other person for the supply of services, optical requirements, medicines, dressings and drugs;

(e) acquire and erect movable and immovable property and maintain buildings, subject to the provisions of clause 11 (4) (e) of Chapter 1 of this Agreement;

(f) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Fund.

(5) The Fund may further do all such other things as are incidental or conducive to the attainment of any objects, or incidental to any of the powers or functions mentioned in the Agreement.

2. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for—

(a) all employees in the Industry, excluding casual employees, clerical employees who elect not to be members, and such employees as are members of a similar fund or who are entitled to benefits therefrom; and

(b) subject to the approval of the Committee, such other persons employees in the Industry as elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 6.

(2) Membership of the Fund shall terminate immediately a member leaves the Industry, notwithstanding any subscriptions which may have been paid.

3. MEMBERS' COMPLAINTS

(1) Any complaint against the Committee, or any official or servant thereof, shall be made to the Council, who shall have the power to adjudicate and whose ruling shall be final.

(2) Complaints against medical personnel of the Fund shall be lodged with the Committee, which in turn shall refer the said complaints to a committee of inquiry consisting of persons appointed by the Medical Committee from its ranks and the Chief Medical Officer.

The committee of inquiry shall report on its findings to the Medical Committee.

4. PENSIONERS AND WIDOWS

Members who retire from the Industry after 20 years of service or widows of deceased members may be permitted to continue to participate in the benefits of the Fund on such terms and conditions as to contributions to the Fund and otherwise as the Committee may from time to time prescribe.

5. TOELATING VAN AFHANKLIKES

Die volgende persone word op die voorwaardes hieronder uiteengesit, as afhanklikes van 'n lid toegelaat:

(a) 'n Lid se vrou en 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome kinders), behoudens sodanige bewys as wat die Komitee mag vereis ten opsigte van die feit of hulle heeltemal afhanklik is van sodanige lid;

(b) enige ander persoon wat na die goeddunke van die Komitee heeltemal van 'n lid afhanklik is:

Met dien verstande dat 'n persoon in paragrawe (a) en (b) hiervan bedoel—

(i) nie toegelaat word as 'n afhanklike van enige lid nie tensy sodanige persoon in 'n mediese ondersoek geslaag het tot tevredenheid van die Komitee;

(ii) wat ouderdoms- of enige ander pensioen ontvang van hoogstens R25 per maand en kinders onder die ouderdom van 18 jaar wat 'n inkomste van R25 per maand of minder ontvang, na goeddunke van die Komitee as heeltemal afhanklik beskou kan word;

(iii) in gewone omstandighede by die betrokke lid moet inwoon: Voorts met dien verstande dat die Komitee in spesiale gevalle op sodanige voorwaardes as wat hy van tyd tot tyd mag neerlê, persone wat nie aldus inwoon nie, as afhanklikes kan toelaat, mits hulle in die Republiek van Suid-Afrika woon.

6. LEDEGELD

(1) Die volgende ledegeld van lede moet deur die werkgewer van die besoldiging van 'n lid afgetrek word:

Two percent van 'n werknemer se gewone loon per week: Met dien verstande dat die totale aftrekkings ten opsigte van bydraes vir sowel die Siektebystandsfonds as die Siekteverlooffonds, (klousule 4 Hoofstuk 3) minstens R2 per week mag: Voorts met dien verstande dat dit hoogstens R50 per maand mag wees.

(2) Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks, vóór of op die 15de dag van elke maand wat volg op die maand waarop die bydraes betrekking het, aan die sekretaris stuur, met 'n uittreksel uit sy loonregister, soos voorgeskryf in Aanhangsel A van die Hoofdooreenkoms, waarin die name van lede en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, vermeld word.

7. BYSTAND

'n Lid en sy afhanklikes is behoudens hierdie Ooreenkoms, geregig op die volgende bystand:

(1) Algemene praktisyns: 80 persent van die geldetarief.

(2) Spesialiste se dienste nadat hy deur 'n algemene praktisyn verwys is:

Beperk tot 80 persent van die geldetarief vir die lid.

Beperk tot 70 persent van die geldetarief vir afhanklikes.

(3) Tandartse en alle hulpdienste:

Beperk tot 80 persent van die geldetarief.

(4) Kraamdienste:

100 persent tot 'n maksimum van R100.

(5) Brille en kontaklense:

Maksimum R180 per lid of afhanklike per jaar.

(6) Tandheelkundige dienste:

80 persent van eerste kunsgebit: Met dien verstande dat vir inlegsels nie betaal word nie.

Beperk tot 80 persent van die geldetarief.

(7) Medisyne:

80 persent vir slegs dokter se voorskrifte.

(8) Hospitaalkoste:

80 persent vir lid,

70 persent vir afhanklikes,

Beperk tot maksimum geldetarief.

5. ADMISSION OF DEPENDANTS

The following persons shall, on the conditions set out hereunder, be admitted as dependants of a member:

(a) A member's wife and a member's children under the age of 18 years (including legally adopted children), subject to such proof as the Committee may require of their being wholly dependent on such member;

(b) any other person who, at the discretion of the Committee, is wholly dependent on a member;

Provided that a person referred to in paragraphs (a) and (b) hereof—

(i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee;

(ii) who is in receipt of old age or any other pension of not more than R25 per month, and children under the age of 18 years who are in receipt of an income of R25 per month or less may, at the discretion of the Committee be considered as wholly dependent;

(iii) shall normally reside with the member concerned, provided that in special cases the Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Republic of South Africa.

6. SUBSCRIPTIONS

(1) The following subscriptions by members shall be deducted by the employer from the remuneration of a member:

Two per cent of an employee's ordinary wage per week: Provided that the total deductions in respect of contributions for both the Sick Benefit Fund and the Sick Leave Fund (clause 4 of Chapter 3) shall be not less than R2 per week: Provided further that it shall not exceed R50 per month.

(2) To the amount so deducted, the employer shall add a like amount and the total amount shall be sent to the secretary monthly, before or on the 15th day of the month to which the contributions relate, together with an extract from his wage register, as prescribed in Annexure A to the Main Agreement, in which the names of members and the period worked by each, in respect of the amount forwarded, are stated.

7. BENEFITS

A member and his dependants are, subject to the provisions of this Agreement, entitled to the following benefits:

(1) General practitioners:

80 per cent of the tariff of fees.

(2) Specialists services after referral by a general practitioner:

Limited to 80 per cent of the tariff of fees for the member.

Limited to 70 per cent of the tariff of fees for dependants.

(3) Dentists and auxiliary services:

Limited to 80 per cent of the tariff of fees.

(4) Maternity services:

100 per cent up to a maximum of R100.

(5) Spectacles and contact lenses:

A maximum of R180 per member or dependant per annum.

(6) Dental services:

80 per cent of the first dentures: Provided that inlays shall not be paid for.

Limited to 80 per cent of the tariff of fees.

(7) Medicine:

80 per cent for doctor's prescriptions only.

(8) Hospital costs:

80 per cent for member,

70 per cent for dependants,

Limited to the maximum tariff of fees.

(9) Bostaande bystand is onderworpe daaraan dat—

(a) lede en hul afhanklikes nie geregtig is op enigeen van die voordele voordat sodanige lede minstens 13 weke se bydraes aan die Fonds betaal het nie en dat lede hoogstens agt weke agterstalling is met hul ledegeld;

(b) die Komitee die reg het om te verklaar dat behandeling van 'n chroniese siekte waaraan die lid of 'n afhanklike ly, nie sy verantwoordelikheid is nie.

(10) Ondanks die bepalinge van klousule 7 van hierdie Ooreenkoms, is 'n lid nie geregtig op bystand wat meer as 80 maal die lid se bydrae per jaar oorskry nie.

8. BESTUUR

Klousule 9 van Hoofstuk 1 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk.

HOOFSTUK 3

SIEKTEVERLOFFONDS VIR MEUBELWERKERS VAN DIE ORANJE-VRYSTAAT

1. VOORTSETTING VAN DIE SIEKTEVERLOFFONDS

(1) Die Fonds bekend as die Siekteverloffonds vir Meubelwerkers van die Oranje-Vrystaat (voorheen klousule 12 van die Siektebystandfonds ooreenkoms) word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) bydraes in die Fonds gestort ooreenkomstig hierdie Ooreenkoms;

(b) rente verkry uit beleggings van geld van die Fonds; en

(c) alle ander geld waarop die Fonds geregtig word.

2. DOELSTELLINGS

Die doelstellings van die Fonds is om die bystand kragtens klousule 5 voorgeskryf aan lede te verskaf.

3. LIDMAATSKAP

Klousule 2 van Hoofstuk 2 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk.

4. LEDEGELD

(a) Die werkgewer moet 'n half persent van 'n werknemer se gewone weekloon van die besoldiging van die lid aftrek. Met dien verstande dat die totale aftrekking ten opsigte van bydraes tot sowel die siektebystandfonds (klousule 6 Hoofstuk 2) as die Siekteverloffonds hoogstens R50 per maand mag wees.

5. BYSTAND

(1) Alle lede wat bydra tot die siekteverloffonds is jaarliks geregtig op 40 dae siektebetaling.

(2) 'n Bedrag van 60 persent van die salaris of loon word uitbetaal indien 'n lid van die werk afwesig was en daarom aansoek gedoen het op 'n voorgeskrewe aansoekvorm en 'n mediese sertifikaat van 'n geregistreerde mediese praktisyn ingedien het.

6. BEPERKING VAN BYSTAND

(1) By die berekening van siekteverlofbetaling word slegs werkdae en vakansiedae met besoldiging in aanmerking geneem.

(2) Vir die toepassing van hierdie Ooreenkoms word 12 kalendermaande geag tussen 1 November en 31 Oktober te wees.

(3) 'n Lid wat aangeteken is as afwesig weens siekte, moet, behalwe in sodanige omstandighede wat die Komitee kan vasstel, geen siektebetaling ontvang vir enige week waarin hy winsgewende werk tydens sodanige afwesigheid verrig nie, ongeag die duur van sodanige werk.

7. BESTUUR

Klousule 9 van Hoofstuk 1 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk.

(9) The above is subject to—

(a) members and their dependants not being entitled to any of the benefits unless such members have paid at least 13 weeks' contributions to the Fund and are not more than eight weeks in arrear with their subscriptions;

(b) the Committee having the right to declare that the treatment of a chronic illness suffered by a member or a dependant is not its responsibility.

(10) Notwithstanding the provisions of clause 7 of this Agreement, a member shall not be entitled to benefits exceeding 80 times of the member's annual contribution.

8. MANAGEMENT

The provisions of clause 9 of Chapter 1 of this Agreement shall *mutatis mutandis* apply to this Chapter.

CHAPTER 3

SICK LEAVE FUND FOR FURNITURE WORKERS OF THE ORANGE FREE STATE

1. CONTINUATION OF THE SICK LEAVE FUND

(1) The Fund known as the Sick Leave Fund for Furniture Workers of the Orange Free State (formerly clause 12 of the Sick Benefit Fund Agreement), is hereby continued.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

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

(c) all other moneys to which the Fund may become entitled.

2. OBJECTS

The objects of the Fund are to provide benefits for members as prescribed in terms of clause 5.

3. MEMBERSHIP

The provisions of clause 2 of Chapter 2 of this Agreement shall *mutatis mutandis* apply to this Chapter.

4. SUBSCRIPTIONS

An employer shall deduct a half per cent of the employee's ordinary weekly wage from the member's remuneration. Provided that the total deduction in respect of contributions to both the Sick Benefit Fund (clause 6 of Chapter 2) and the Sick Leave Fund shall not exceed R50 per month.

5. BENEFITS

(1) All members who contribute to the Sick Leave Fund shall be entitled to 40 days' sick pay.

(2) An amount of 60 per cent of the salary or wage shall be paid when a member is absent from work and has applied therefor on a prescribed application form and has submitted a medical certificate from a medical practitioner.

6. LIMITATION OF BENEFITS

(1) Only paid working days and holidays shall be taken into consideration in the calculation of sick leave pay.

(2) For the purposes of this Agreement, 12 calendar months shall be deemed to be between 1 November and 31 October.

(3) A member noted as absent as a result of illness, shall, except in such circumstances as the Committee may determine, not receive sick pay for any week in which he does remunerative work during such absence irrespective of the duration of such work.

7. MANAGEMENT

The provisions of clause 9 of Chapter 1 of this Agreement shall *mutatis mutandis* apply to this Chapter.

HOOFSTUK 4**OPBETAALDE VOORSORGFONDS VIR MEUBELWERKERS VAN DIE ORANJE-VRYSTAAT****1. VOORTSETTING EN DOELSTELLINGS VAN DIE FONDS**

(1) Die Fonds bestaan uit werkgewer- en werknemerbydraes wat reeds gelewer is en—

(a) rente wat verkry word uit die belegging van geld van die Fonds; en

(b) alle ander geld waarop die Fonds uit hoofde van hierdie Ooreenkoms of om 'n ander rede geregtig word.

(2) Die doelstellings van die fonds is om—

(a) kontant te verskaf op die pensioendatum, by dood en by ongeskiktheid;

(b) kontant te verskaf 12 maande na uitdienstrede uit die Nywerheid.

2. ADMINISTRASIE VAN DIE FONDS

Klousule 9 van Hoofstuk 1 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk.

3. LIDMAATSKAP

Alle persone wat bydraes tot die Fonds gelewer het en nog in diens is, is lede van die Fonds.

4. BYSTAND

'n Lid is soos volg geregtig op betaling van bystand wat vir hom opgehoop het in die Fonds:

By uitdienstrede uit die Nywerheid—

(a) by bereiking van die pensioenouderdom of by uitdienstrede volgens die reëls van die Pensioenfonds;

(b) weens ongeskiktheid of dood soos bepaal in die reëls van die Pensioenfonds;

(c) 12 maande nadat 'n lid die Nywerheid verlaat het.

5. VERBEURING VAN BYSTAND

(1) Indien die kredite nie opgevra word binne twee jaar nadat dit die lid toegeval het nie en nadat die vakbond in kennis gestel is dat daar kredite beskikbaar is, moet die bystand ten bate van die oorblywende lede aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (a) van hierdie Hoofstuk: Met dien verstande dat, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar na die datum van diensbeëindiging, die Nywerheidsraad na goeddunke bedrae kan betaal aan die betrokke lid of sy begunstigdes uit geld wat aan die Fonds toegeval het.

(2) Indien kredite na vyf jaar nog nie opgevra is nie, moet hierdie onopgevraagde kredite, nadat voorsiening vir kontantvloei gemaak is, oorgeplaas word na die Nywerheidsraad se Regmatige Aandeel Pensioenfonds om onder alle lede verdeel te word.

(3) 'n Lid mag geen bystand of reg op bystand sodeer, oordra, afstaan of andersins oormak nie en geen bydrae deur die lid gemaak is onderworpe aan beslaglegging of aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n geregshof nie.

HOOFSTUK 5**STERFTEBYSTANDSFONDS VIR MEUBELWERKERS VAN DIE ORANJE-VRYSTAAT****1. VOORTSETTING VAN DIE STERFTEBYSTANDSFONDS**

(1) Die Sterftebystandsfonds vir Meubelwerkers van die Oranje-Vrystaat vroeër die Sterftebystandsvereniging, hierna die "Fonds" genoem, word hierby voortgesit.

(2) Die geld van die Fonds bestaan uit—

(a) die ledegeld wat ingevolge klousule 4 van hierdie Hoofstuk aan die Fonds oorgedra word;

(b) rente verkry uit die beleggings van geld van die Fonds;

(c) alle ander geld waarop die Fonds geregtig word of wat aan die Fonds geskenk word.

2. DOELSTELLINGS

Die doelstellings van die Fonds is om die bystand ingevolge klousule 5 voorgeskryf by die dood van lede of hul eggenote/-notes of kinders te verskaf.

CHAPTER 4**PAID-UP PROVIDENT FUND FOR FURNITURE WORKERS OF THE ORANGE FREE STATE****1. CONTINUATION AND OBJECTS OF THE FUND**

(1) The Fund shall consist of employer and employee contributions which have already been rendered and—

(a) interest derived from the investment of moneys of the Fund; and

(b) all other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason.

(2) The objects of the Fund are—

(a) to provide cash on the pension date, at death and at incapacity;

(b) provide cash 12 months after retirement from the Industry.

2. ADMINISTRATION OF THE FUND

The provisions of clause 9 of Chapter 1 of this Agreement shall *mutatis mutandis* apply to this Chapter.

3. MEMBERSHIP

All persons who have made contributions to the Fund and who are still employed are members of the fund.

4. BENEFITS

A member shall be entitled to payment of benefits accrued to him in the Fund as follows:

At retirement from the Industry—

(a) on reaching the retirement age or at retirement in accordance with the rules of the Pension Fund;

(b) as a result of incapacity or death as determined in the rules of the Pension fund;

(c) 12 months after having left the Industry.

5. FORFEITURE OF BENEFITS

(1) Should the credits not be claimed within two years after the member became entitled to it and after the trade union has been informed that there are credits available, the benefits shall be forfeited to the rest of the members of the Fund as money to which the fund became entitled in terms of clause 1 (a) of this Chapter: Provided that, should a claim be received within a period of five years after the date of termination of services, the Industrial Council may pay amounts to the relevant member or his beneficiaries as it thinks fit, from moneys accrued to the Fund.

(2) Should credits not have been claimed after five years, such unclaimed credits shall, after having provided for cash flow, be transferred to the Rightful Share Pension Fund to be divided amongst all members.

(3) No benefit or right to benefit shall be ceded, transferred, assigned or otherwise made over, and no contribution made by a member shall be liable to be attached or be subject to any form of execution under a judgment or order of a court of law.

CHAPTER 5**MORTALITY BENEFIT FUND FOR FURNITURE WORKERS OF THE ORANGE FREE STATE****1. CONTINUATION OF THE MORTALITY BENEFIT FUND**

(1) The Mortality Benefit Fund for Furniture Workers of the Orange Free State, formerly the Mortality Benefit Association, hereinafter referred to as the "Fund", is hereby continued.

(2) The moneys of the Fund shall consist of—

(a) the subscriptions diverted to the Fund in terms of clause 4 of this Chapter;

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

(c) any other moneys to which the Fund may become entitled or which may be donated to the Fund.

2. OBJECTS

The objects of the Fund shall be to provide benefits prescribed in terms of clause 5 on the death of members or their husbands/wives or children.

3. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle werknemers in die Meubelnywerheid van die Oranje-Vrystaat.

(2) Behoudens subklousule (3) eindig lidmaatskap van die Fonds—

(a) sodra die bydraes ten opsigte van sodanige lid gestaak word; of

(b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklousule (2), eindig lidmaatskap nie wanneer die bydraes gestaak word weens die onvermoë van 'n lid om te werk vanweë swak gesondheid of dood nie.

4. LEDEGELD

Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 16 sent per week en moet ten opsigte van 'n lid in klousule 3 (1) van hierdie Hoofstuk bedoel, deur die Nywerheidsraad betaal en oorgedra word uit die invorderingsgelde, in Hoofstuk 6 bedoel.

5. STERFTEBYSTAND

(1) By die dood van 'n lid en behoudens klousule 6 van hierdie Hoofstuk, is die sterftebystand wat betaalbaar is, soos volg:

(a) By die dood van 'n lid: 'n Voorskot van 10 persent van die lid se doodsdekking kragtens sy pensioenfonds.

(b) By die dood van 'n lid se eggenoot of eggenote: R1 000.

(c) By die dood van 'n lid se ongetroude, afhanklike kind:

Doodgebore en onder ses jaar: R250.

Ses jaar tot 14 jaar: R500.

Vyftien jaar tot 21 jaar: R1 000.

(2) By die dood van die lid verander die voordele van die res van die gesin in opbetaalde voordele totdat die lid 65 jaar oud sou geword het, waarna alle dekking verval.

(3) By die totale en permanente ongeskiktheid van die lid verander sy voordeel en die voordele ten opsigte van die gesin in opbetaalde voordele totdat die lid 65 jaar oud sou geword het, waarna alle dekking verval. Indien die lid vroeër sterf, bly subklousule (2) van toepassing.

6. BEPERKING VAN BYSTAND

(1) Geen betaling moet ingevolge klousule 5 van hierdie Hoofstuk gedoen word nie, tensy aansoek daarom gedoen word binne 'n tydperk van ses maande na die datum van die dood van 'n lid se eggenoot/note of kinders of binne sodanige langer tydperk (van hoogstens een jaar na die datum van die dood van die betrokke lid) as wat die Komitee toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Fonds ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Fonds nie.

(2) Die Fonds is nie aanspreeklik vir die betaling van bystand nie, uitgesonderd na goeddunke van die Komitee, in gevalle waar die eis voortvloei uit die dood van 'n lid se eggenoot/note of kinders—

(a) terwyl hy kranksinnig of in 'n besope toestand was, as gevolg van selfmoord of poging tot selfmoord, opsetlike selfbesering of vanweë selfverwonding met 'n vuurwapen;

(b) terwyl hy besig was met of deelgeneem het aan militêre, vloot- of lugmagdiensoperasies;

(c) weens regstreekse of onregstreekse gevolge wat voortvloei uit oorlog, inval, 'n daad van 'n buitelandse vyand, vyandelikhede, oorlogsoperasies (hetsy oorlog verklaar is of nie), burgeroorlog, munitery, opstand, rebellie, revolusie, militêre of wederregtelik toegêinde mag, krygswet of staat van beleg, of terwyl hy besig was met of deelgeneem het aan verstoring van die openbare vrede of onluste of burgerlike oproer van watter aard ook al.

(3) As die bedrag in die krediet van die Fonds te eniger tyd benede R3 000 daal, staan dit die Nywerheidsraad vry om maatreëls te tref wat hy mag goedvind.

(4) Alle dekking staak op die vroegste van die lid se uitdienstredingsdatum, of by aftrede of by bereiking van 65 jaar.

3. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all employees in the Furniture Manufacturing Industry of the Orange Free State.

(2) Subject to the provisions of subclause (3), membership of the Fund shall cease—

(a) immediately there is a cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry, and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 5 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2), membership shall not cease where the cessation of contributions is occasioned by the inability of the member to work because of ill-health or death.

4. SUBSCRIPTIONS

The subscriptions payable in respect of each member shall be 16c per week and shall, in respect of a member referred to in clause 3 (1) of this Chapter, be paid by the Industrial Council and transferred from the collection fee referred to in Chapter 6.

5. MORTALITY BENEFITS

(1) Upon the death of a member and subject to the provisions of clause 6 of this Chapter, the mortality benefits payable shall be as follows:

(a) Upon the death of a member: An advance of 10 per cent of the death cover under his pension fund.

(b) Upon the death of a husband or wife of a member: R1 000.

(c) Upon the death of a member's unmarried, dependant child:

Stillborn and under six years: R250.

Six years to 14 years: R500.

Fifteen to 21 years: R1 000.

(2) Upon the death of a member, the benefits of the rest of the family shall change to paid-up benefits until the member would have reached the age of 65 years, whereafter all cover shall cease.

(3) At the total and permanent incapacity of a member, his benefits and the benefits in respect of his family shall change to paid-up benefits until the member reach the age of 65 years, whereafter all cover shall cease. Should the member die earlier, the provisions of subclause (2) shall remain applicable.

6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefore is made within a period of six months from the date of the death of a member's husband/wife or children or within such longer period (not exceeding one year from the date of the death of the member concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Fund for the benefit of the remaining members, and there shall thereafter be no further claim against the Fund.

(2) The Fund shall not be liable to pay any benefits, other than in the discretion of the Committee, where the claim arises from the death of a member's husband/wife or children—

(a) while insane or in a state of intoxication, by reason of suicide or attempted suicide, intentional self-inflicted injuries or because of self-inflicted gunshot wounds;

(b) while engaged or taking part in military, naval or air force service operations;

(c) from any consequences arising directly or indirectly from war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or whilst engaged or taking part in any disturbances or the public peace or riots of civil commotions of any kind.

(3) If at any time the amount to the credit of the Fund drops below R3 000, the Industrial Council may take such steps as it deems fit.

(4) All cover shall cease on the date a member leaves the Industry, at retirement or on reaching the age of 65 years.

7. ADMINISTRASIE EN FINANSIËLE BEHEER

Klousules 9 en 11 van Hoofstuk 1 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk.

HOOFSTUK 6**PENSIOENFONDS VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT**

(1) Nademaal die Raad in kennis gestel is van die bestaan van die Pensioenfonds vir die Meubelnywerheid van die Oranje-Vrystaat (hierna die "Pensioenfonds" genoem), word hy hierby gemagtig en onderneem hy om, ten einde die doelstellings van die Pensioenfonds soos uiteengesit in die ooreenkoms met SANLAM aangegaan, te verwesenlik, die volgende bydraes maandeliks te ontvang:

- (a) 7 persent van die werknemer se salaris waarby die werkgewer 'n gelyke bedrag moet voeg;
- (b) sodanige bykomende bedrag as wat die lid self bepaal;
- (c) verbeurde voorsorgfondskrediete soos beskryf in Hoofstuk 4, klousule 5, van hierdie Ooreenkoms.

(2) Die Raad moet voor die einde van die maand waarin die bydraes aan hom betaal moet word die totale bedrag aldus ontvang aan SANLAM oorbetal, min die bedrag ten opsigte van invorderingsgelde waarop onderling deur SANLAM en die Raad besluit word.

Hierdie Ooreenkoms namens die partye op hede die 30ste dag van Januarie 1989 in Bloemfontein onderteken.

P. I. LABUSCHAGNE,
Voorsitter van die Raad.

T. C. SOLOMON,
Ondervoorsitter van die Raad.

H. G. COMBRINCK,
Sekretaris van die Raad.

7. ADMINISTRATION AND FINANCIAL CONTROL

The provisions of clauses 9 and 11 of Chapter 1 of this Agreement shall *mutatis mutandis* apply to this Chapter.

CHAPTER 6**PENSION FUND FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE**

(1) The Council having been notified of the existence of the Pension Fund for the Furniture Manufacturing Industry of the Orange Free State (hereinafter referred to as the "Pension Fund") is hereby authorised, and undertakes, in order to realise the objects of the Pension Fund as set out in the agreement concluded with SANLAM to receive the following monthly contributions:

- (a) 7 per cent of the employee's salary to which the employer must add a like amount;
- (b) such additional amount as the member himself may decide upon;
- (c) forfeited Provident Fund credits as indicated in Chapter 4, clause 5, of this Agreement.

(2) The Council shall, before the end of the month within which the contributions have to be paid to it, pay the total amount received to SANLAM, less any amount in respect of collection fees upon which SANLAM and the Council may mutually agree.

This Agreement signed at Bloemfontein, on behalf of the parties, this 30th day of January 1989.

P. I. LABUSCHAGNE,
Chairman of the Council.

T. C. SOLOMON,
Vice-Chairman of the Council.

H. G. COMBRINCK,
Secretary of the Council.

INHOUD

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