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## GOEWERMENTSKENNISGEWINGS

### DEPARTEMENT VAN MANNEKRAG

No. R. 18 7 Januarie 1994

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-  
KENNISGEWING

MEUBELNYWERHEID, WES-KAAPLAND

Ek, Leon Wessels, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing No. R. 513 van 26 Maart 1993 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

**L. WESSELS,**  
Minister van Mannekrag.

No. R. 19 7 Januarie 1994

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND:  
HOOFOOREENKOMS

Ek, Leon Wessels, 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 Junie 1994 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. 18 7 January 1994

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

FURNITURE MANUFACTURING INDUSTRY,  
WESTERN CAPE

I, Leon Wessels, Minister of Manpower hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 513 of 26 March 1993 with effect from the second Monday after the date of publication of this notice.

**L. WESSELS,**  
Minister of Manpower.

No. R. 19 7 January 1994

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,  
WESTERN CAPE: MAIN AGREEMENT

I, Leon Wessels, 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 June 1994, 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 bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (5) (e), 12, 22, 24, 25, 43 en 44 van Deel I met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 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 genoemde Ooreenkoms gespesifiseer.

**L. WESSELS,**  
Minister van Mannekrag.

### BYLAE

#### NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

##### OOREENKOMS

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

##### Cape Furniture Manufacturers' Association

(hierna die "werkgewers" of die "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 Wes-Kaapland.

##### INDELING VAN OOREENKOMS

Die Ooreenkoms is soos volg in drie dele ingedeel:

##### DEEL I

- Klousule 1—Toepassingsbestek van Ooreenkoms.
- Klousule 2—Geldigheidsduur van Ooreenkoms.
- Klousule 3—Woordoms krywing.
- Klousule 4—Stukwerk.
- Klousule 5—Aansporingsbonus.
- Klousule 6—Buitewerk.
- Klousule 7—Werkure.
- Klousule 8—Korttyd.
- Klousule 9—Betaling van besoldiging.
- Klousule 10—Oortydwerk.
- Klousule 11—Werknemers wat hoër lone as die voorgeskrewe lone ontvang.
- Klousule 12—Vakverenigingbydraes.
- Klousule 13—Vakansiedae en die Vakansie- en Bonusfonds.
- Klousule 14—Verskaffing van gereedskap.
- Klousule 15—Vrystellings.
- Klousule 16—Bestaande sertifikate.
- Klousule 17—Uitgawes van die Raad.
- Klousule 18—Registrasie van werkgewers.
- Klousule 19—Werkende eienaars en vennote.
- Klousule 20—Vertoning van Ooreenkoms.
- Klousule 21—Byhou van registers.
- Klousule 22—Verteenwoordigers van vakvereniging in die raad.
- Klousule 23—Administrasie van Ooreenkoms.
- Klousule 24—Agente.
- Klousule 25—Indiensneming van vakvereniginglede.
- Klousule 26—Lone.
- Klousule 27—Indiensneming van minderjariges.
- Klousule 28—Leerlinge en kwekelinge.
- Klousule 29—Voor- en namiddagpouses.
- Klousule 30—Werknemers wat meer as een werksaamheid verrig.

- (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, 9 (5) (e), 12, 22, 24, 25, 43 and 44 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1994, 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.

**L. WESSELS,**  
Minister of Manpower.

### SCHEDULE

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

##### AGREEMENT

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

##### Cape Furniture Manufacturers' Association

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

##### National 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 Western Cape.

##### DIVISION OF AGREEMENT

The Agreement is divided into three parts as follows:

##### PART I

- Clause 1—Scope of application of Agreement.
- Clause 2—Period of operation of agreement.
- Clause 3—Definitions.
- Clause 4—Piece-work.
- Clause 5—Incentive bonus.
- Clause 6—Outwork.
- Clause 7—Hours of work.
- Clause 8—Short time.
- Clause 9—Payment of remuneration.
- Clause 10—Overtime.
- Clause 11—Employees receiving higher wages than those prescribed.
- Clause 12—Trade union contributions.
- Clause 13—Holidays and the Holiday and Bonus Fund.
- Clause 14—Provision of tools.
- Clause 15—Exemptions.
- Clause 16—Existing certificates.
- Clause 17—Expenses of the Council.
- Clause 18—Registration of employers.
- Clause 19—Working proprietors and partners.
- Clause 20—Exhibition of Agreement.
- Clause 21—Keeping of records.
- Clause 22—Trade union representatives on the Council.
- Clause 23—Administration of Agreement.
- Clause 24—Agents.
- Clause 25—Employment of trade union labour.
- Clause 26—Wages.
- Clause 27—Employment of minors.
- Clause 28—Learners and trainees.
- Clause 29—Forenoon and afternoon intervals.
- Clause 30—Employees engaged in more than one operation.

- Klousule 31—Vermindering van lone.  
 Klousule 32—Diensbeëindiging.  
 Klousule 33—Verbod op indiensneming.  
 Klousule 34—Grondslag van betaling.  
 Klousule 35—Nagskofwerk.  
 Klousule 36—Onderhoudstoelae.  
 Klousule 37—Uurloon.  
 Klousule 38—Maandstaat.  
 Klousule 39—Siekteverlof.  
 Klousule 40—Proeftydperk.  
 Klousule 41—Kraamverlof en tydelike kontrakwerknemers.  
 Klousule 42—Uittreeloon.  
 Klousule 43—Heffings betaalbaar deur werkgewers wat lede van die werkgewersorganisasie is.  
 Klousule 44—Verlof van werkwinkelvertegenwoordigers.  
 Klousule 45—Verpligte aftree-ouderdom.  
 Klousule 46—Deernisverlof.  
 Klousule 47—Weeklikse opgawe van werknemers.  
 Klousule 48—Los werknemers.

**DEEL II**

Minimum lone.

**DEEL III**

Basiese kostetoelae.

Aanhangsel A—Maandstaat wat ingevolge klousule 38 ingedien moet word.

A.1—Maandstaat wat ingevolge klousule 38 (2) ingedien moet word.

B—Kennisgewing vereis ingevolge klousule 7 (5).

C—Doktersertifikaat vereis ingevolge klousule 28.

D—Vorm vir registrasie as werkgewer wat ingevolge klousule 18 ingedien moet word.

E—Weeklikse opgawe van werknemers wat ingevolge klousule 47 ingedien moet word.

**DEEL I**

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

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is; en

(b) in die landdrosdistrikte Barkly-Wes, Beaufort-Wes, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Die Kaap, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (K.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuilsrivier, Kuruman, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg en die gedeelte van die landdrosdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing No. 1254 van 27 Junie 1975 in die landdrosdistrik Kuruman geval het, maar uitgesonderd die gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 in die landdrosdistrik Postmasburg geval het, Philipstown en Prieska.

- Clause 31—Abatement of wages.  
 Clause 32—Termination of employment.  
 Clause 33—Prohibited employment.  
 Clause 34—Basis of payment.  
 Clause 35—Night-shift work.  
 Clause 36—Subsistence allowance.  
 Clause 37—Hourly rate.  
 Clause 38—Monthly statement.  
 Clause 39—Sick leave.  
 Clause 40—Trial period.  
 Clause 41—Maternity leave and temporary contract employees.  
 Clause 42—Severance pay.  
 Clause 43—Levies payable by employers who are members of the employers' organisation.  
 Clause 44—Shop stewards' leave.  
 Clause 45—Compulsory retirement age.  
 Clause 46—Compassionate leave.  
 Clause 47—Weekly return of employees.  
 Clause 48—Casual employees.

**PART II**

Minimum wages.

**PART III**

Basic cost allowance.

Annexure A—Monthly statement to be submitted in terms of clause 38.

A.1—Monthly statement to be submitted in terms of clause 38 (2).

B—Notice required under clause 7 (5).

C—Medical certificate required under clause 28.

D—Registration as employer form to be submitted in terms of clause 18.

E—Weekly return of employees to be submitted in terms of clause 47.

**PART I**

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

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Industry, respectively; and

(b) in the Magisterial Districts of Barkly West, Beaufort West, Bellville, Bredasdorp, Britstown, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, De Aar, Fraserburg, Goodwood, Gordonia, Hay, Heidelberg (C.P.), Herbert, Hermanus, Hopefield, Hopetown, Kenhardt, Kimberley, Kuils River, Kuruman, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, and that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial Districts of Postmasburg, Philipstown and Prieska.



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

- (a) slegs op werknemers vir wie lone by hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
- (b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens vasgestel is.

(3) Ondanks subklousules (1) en (2) is slegs die bepalings van hierdie Ooreenkoms soos vervat in klousules 18, 21, 24 en 38 (2) van toepassing op 'n werkgewer solank as wat daardie werkgewer—

- (a) hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf; en
- (b) in of in verband met sodanige besigheid 'n maksimum van vier werknemers in diens het: Met dien verstande dat by die berekening van die aantal werknemers 'n werkende werkgewer geag word 'n werknemer te wees: Met dien verstande voorts dat waar so 'n werkgewer verkies om vrywillig by te dra tot enige van die fondse wat deur die Raad geadministreer word, al die bepalings van hierdie Ooreenkoms op sodanige werkgewer van toepassing is.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag ingevolge artikel 48 (1) van die Wet vasstel en bly van krag tot 30 Junie 1994.

## 3. WOORDOMSKRYWING

Alle uitdrukkings wat in die Ooreenkoms gebesig word en in die Wet op Arbeidsverhoudinge, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, waar daar van 'n wet melding gemaak word, omvat dit alle wysigings aan daardie wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, en omgekeerd.

(1) Tensy dit onbestaanbaar is met die samehang, is die volgende omskrywings van toepassing op Dele I, II en III van hierdie Ooreenkoms en beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” 'n werknemer in diens ingevolge 'n skriftelike kontrak van vakleerlingskap wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Mannekragopleiding, 1981;

“bonus”—

- (a) enige betaling, benewens die voorgeskrewe of ooreengekome loon van 'n werknemer, wat ontstaan uit diens ingevolge 'n bonusaanspingskema wat as sodanig in die loonregister bepaal is;
- (b) enige ander spesiale of geleentheidsbetaling deur 'n werkgewer aan 'n werknemer bo en behalwe die voorgeskrewe of ooreengekome loon as sodanig deur hom in die loonregister bepaal wat die werkgewer na willekeur kan terugtrek;

“los werknemer” 'n werknemer wat die werksaamhede vermeld in klousule 13 van Deel II van hierdie Ooreenkoms verrig en wat nie langer nie as drie dae in 'n enkele week vir 'n tydperk van hoogstens drie maande by dieselfde werkgewer in diens is;

“verpligte aftree-ouderdom” die ouderdom van 65 jaar;

“Raad” die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland geregistreer ingevolge artikel 19 van die Wet op Arbeidsverhoudinge, 1956;

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

- (a) apply only to employees for whom wages are prescribed in this Agreement and to the employers of such employees;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

(3) Notwithstanding the provisions of subclauses (1) and (2), only the provisions of this Agreement as contained in clauses 18, 21, 24 and 38 (2) shall apply to an employer for as long as such employer—

- (a) carries on not more than one business within the scope of application of this Agreement; and
- (b) employs in or in connection with such business a maximum of four employees: Provided that in calculating the number of employees, a working employer shall be deemed to be employed: Provided further that, where such an employer elects voluntarily to contribute to any of the funds administered by the Council, then all the provisions of this Agreement shall apply to such employer.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation until 30 June 1994.

## 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 references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females and vice versa.

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

“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;

“bonus” means—

- (a) any payment in addition to the prescribed or agreed wage of an employee arising from employment under a bonus incentive scheme which is stipulated as such in the wage register;
- (b) any other special or occasional payment by an employer to an employee in excess of the prescribed or agreed wage stipulated by him as such in the wage register and which the employer can withdraw at will;

“casual employee” means an employee performing the operations specified in clause 13 of Part II of this Agreement and who is employed by the same employer on not more than three days in any one week for a period not exceeding three months;

“compulsory retirement age” means the age of 65 years;

“Council” means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape, registered in terms of section 19 of the Labour Relations Act, 1956;



**"diens"** die totale duur van alle tydperke van 'n werknemer se diens in die Meubelnywerheid;

**"bedryfsinrigting"** enige plek waar die Meubelnywerheid beoefen word en ook enige plek waar 'n persoon in diens is in al of enige van die klasse werk in Deel II van die Ooreenkoms uiteengesit;

**"voorman en/of toesighouer"** 'n werknemer wat in bevel is van die werknemers in 'n bedryfsinrigting of seksie of afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

**"Meubelnywerheid"** of **"Nywerheid"**, sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid betrokke by die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en omvat dit onder andere die volgende werksaamhede:

Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroee of teaters, en kabinette vir musiekinstrumente en radio-of draadlooskabinette; en omvat dit die vervaardiging of prosesse by die vervaardiging van beddegoed, waarvan die omskrywing en vertolking alle soorte matrasse, veermatrasse, bomatrasse, kopkussings, peule en stoelkussing omvat; en omvat dit ook die werksaamhede wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die produksie van meubels gedoen word; en omvat dit voorts die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid verbonde aan die finale voorbereiding van 'n meubelstuk vir verkoop, hetsy in die geheel of gedeeltelik, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle dele van materiaal wat by die konstruksie van meubels gebruik word; maar omvat dit nie die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels nie;

**"uurloon"** die loon ooreenkomstig klousule 37 van hierdie Ooreenkoms vasgestel;

**"stukwerk"** enige stelsel waarvolgens betaling gebaseer word op die hoeveelheid op opbrengs van werk wat verrig is;

**"besoldiging"** enige geldelike betaling aan 'n persoon gedoen of verskuldig wat op watter wyse ook al uit diens voortspruit;

**"werkende eienaar"** of **"werkende vennoot"** iemand wat persoonlik enige van die werksaamhede uiteengesit in Deel II van hierdie Ooreenkoms in sy eie bedryfsinrigting verrig;

**"korttyd"** 'n vermindering van die getal gewone werke in 'n bedryfsinrigting weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarraking van die installasie of masjinerie veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval.

(2) Tensy dit onbestaanbaar is met die samehang, is die volgende omskrywings van toepassing op Deel II van hierdie Ooreenkoms, en beteken—

**"opsigter"** 'n werknemer wat op die fabriekspersoneel woon waarvoor en vir die inhoud waarvan hy verantwoordelik is, wat opdragte gee aan en toesig hou oor die skoonmaakpersoneel en wat ondergeskikte personeel kan aanstel of ontslaan;

**"employment"** means the total length of all periods of an employee's service in the Furniture Manufacturing Industry;

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

**"foreman and/or supervisor"** means an employee who is in charge of the employees in an establishment or section or department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

**"Furniture Manufacturing Industry"** or **"Industry"** means, without in any way limiting the ordinary meaning of the expression, the industry concerned with the manufacture, either in whole or in part, of all types of furniture, irrespective of the material used, and includes, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or repolishing; making loose covers and/or cushions and/or curtains; and/or making and/or repairing boxspring mattresses and/or frames for upholstering; woodmachining, veneering, wood-turning and carving in connection with manufacturing and/or repairing furniture; polishing and/or repolishing pianos; or manufacturing and/or staining, spraying and polishing and/or repolishing tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets, and includes the manufacture or processes in the manufacture of bedding, the definition and interpretation of which include all manner or types of mattresses, springmattresses, overlays, pillows, bolsters and cushions; and also includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and further includes repairing, re-upholstering or repolishing furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and veneering laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture; but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

**"hourly rate"** means the rate determined in accordance with the provisions of clause 37 of this Agreement;

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

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

**"working proprietor"** or **"working partner"** means a person who is personally engaged in doing any of the work specified in Part II of this Agreement in his own establishment;

**"shorttime"** 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.

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

**"caretaker"** means an employee who is resident on the factory premises for which and for the contents of which he is responsible, who directs and supervises the cleaning staff and who may engage or discharge subordinate staff;

**"versendingsklerk"** 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering, en wat toesig kan hou oor die verpakking, massabepaling en/of bymekaarbring van sodanige goedere, die nagaan van pakkette en die merk en adresseer daarvan;

**"drywer van 'n motorvoertuig"** 'n werknemer, uitgesonderd 'n chauffeur, wat goedere aflewer en vervoer, en vir die toepassing van hierdie omskrywing omvat " 'n motorvoertuig dryf" alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig of die vrag, en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

**"leerling"** 'n werknemer wat in diens is om enige klas werk te leer wat bepaal word in 'n leerlingskapsertifikaat wat ingevolge klousule 28 van hierdie Deel van die Ooreenkoms aan hom uitgereik is;

**"masjienonderhoudwerktuigkundige"** 'n werknemer wat uitsluitlik in diens is in enige van of al die volgende werksaamhede:

Foute opspoor in of die opknap of herstel van masjinerie wat in of in verband met 'n bedryfsinrigting gebruik word, of toesig hou oor al of enige van dié werksaamhede;

**"proefleerling"** 'n werknemer wat in diens is in 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, maar omvat dit nie 'n vakleerling of werknemer wat die werksaamhede verrig wat uiteengesit word in klousule 13 van Deel II van hierdie Ooreenkoms nie;

**"magasynman"** 'n werknemer wat in beheer is van voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, opberging, bymekaarbring, verpak of uitpak van goedere in 'n magasyn, en vir die lewering van goedere uit die magasyn aan die verbruiksafdelings;

**"tydhouer"** 'n werknemer wat toesig hou oor die inklok en uitklok van alle werknemers;

**"kwekeling"** 'n persoon van 21 jaar of ouer, uitgesonderd 'n vakleerling of 'n proefleerling, wat in diens is om opgelei te word om die klasse werk in engeen van die aangewese ambagte te leer soos bepaal in 'n kwekelingskapsertifikaat wat die Raad ingevolge klousule 28 aan hom uitgereik het;

**"loon"** die gedeelte van die besoldiging, soos voorgeskryf in Deel II van hierdie Ooreenkoms, wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure, of waar 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, sodanige hoër bedrag;

**"wag"** 'n werknemer wat persele of ander eiendom bewaak.

#### 4. STUKWERK

Behoudens klousule 5, mag geen werkgewer van enige persoon vereis of hom toelaat om stukwerk of werk volgens 'n ander stelsel waarby verdienste gebaseer word op die hoeveelheid werk verrig, te doen nie.

#### 5. AANSPORINGSBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig is nie, kan 'n werkgewer 'n werknemer se besoldiging grond op die hoeveelheid werk verrig of op sy werkproduksie: Met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, behalwe in die vorm van 'n aansporingskema waarvan die bepalinge deur ooreenkoms vasgestel is soos in subklousules (2), (3) en (4) genoem.

**"despatch clerk"** means an employee engaged in clerical duties and who is responsible for the packing of goods for transport or delivery, and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

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

**"learner"** means an employee who is employed in learning any class of work specified in a learnership certificate issued to him in terms of clause 28 of this Part of the Agreement;

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

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

**"probationer"** means an employee employed in a trade designated under the Manpower Training Act, 1981, but does not include an apprentice or employee performing the operations specified in clause 13 of Part II of this Agreement;

**"storeman"** means an employee who is in charge of stores or finished products and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store, and for delivering goods from the store to consuming departments;

**"time-keeper"** means an employee who superintends the clocking in and out of all employees;

**"trainee"** means a person of the age of 21 or over, other than an apprentice or probationer, who is employed to be trained in learning the classes of work in any one of the designated trades as specified in a certificate of traineeship issued to him by the Council in terms of clause 28;

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

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

#### 4. PIECE-WORK

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

#### 5. INCENTIVE BONUS

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclause (2), (3) and (4).



(2) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat oor die bepalings van so 'n skema kan ooreenkom.

(3) Die bepalings van sodanige aansporingskema en alle daaropvolgende veranderings daaraan waaroor die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig die ander party skriftelik daarvan kennis gegee het soos deur die partye ooreengekom toe hulle sodanige ooreenkoms aangegaan het.

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

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

## 6. BUITEWERK

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

(2) Geen werknemer wat in die Meubelnywerheid werksaam is mag, terwyl hy in die diens van 'n werkgewer in sodanige Nywerheid is, vir eie rekening of namens 'n ander persoon of firma werk in verband met die Meubelnywerheid teen beloning onderneem, of bestellings daarvoor vra of neem met die doel om dit te verkoop nie, afgesien daarvan of hy daarvoor vergoed word of nie.

(3) Geen werkgewer en/of werknemer mag werk in verband met die Meubelnywerheid onderneem op 'n ander perseel as dié wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983, geregistreer is of in werkkamers wat nie fabriek is soos in dié Wet omskryf nie, wat geregistreer is by die Raad of plaaslike komitee en uitsluitlik vir werk in die Meubelnywerheid gebruik word, uitgesonderd sodanige buitewerk as wat in subklousule (1) gemeld word.

## 7. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen werkgewer vereis of toelaat nie dat 'n werknemer, uitgesonderd een wat uitsluitlik werksaam is as 'n opsigter of wag of by die aflewering van goedere, of dat enige werknemer in die kategorieë wat in Goewermentskennisgewing No. R. 1601 van 27 Augustus 1993 naamlik voormanne, bestuurders, onderbestuurders of senior bestuurs-, professionele, tegniese of administratiewe personeel wat 'n salaris van minstens R3 375 per maand ontvang—

(a) langer as 44 uur, uitgesonderd etenspouses, in 'n enkele werkweek werk, wat nagekom moet word op—

(i) Maandag, Dinsdag, Woensdag, Donderdag, Vrydag; of

(ii) Donderdag, Vrydag, Maandag, Dinsdag, Woensdag;

(b) langer as nege en 'n kwart uur, uitgesonderd etenspouses, op 'n enkele dag werk;

(c) langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur werk. Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktidperke onderbreek deur 'n pouse van minder as een uur geag word aaneenlopend te wees.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.

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

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

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

## 6. OUTWORK

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

(3) No employer and/or employee shall undertake any work in connection with the Furniture Manufacturing Industry in any premises other than premises registered under the Machinery and Occupational Safety Act, 1983, or workrooms which are not factories as defined in that Act registered with the Council or local committee and used solely for work in the Furniture Manufacturing Industry, except such outwork as provided for in subclause (1).

## 7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a caretaker or watchman or on the delivery of goods, or any employee in the categories specified in Government Notice No. R. 1601 of 27 August 1993, namely foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R3 375 per month—

(a) to work for more than 44 hours, excluding meal intervals, in any one working week, which shall be observed on—

(i) Monday, Tuesday, Wednesday, Thursday, Friday; or

(ii) Thursday, Friday, Monday, Tuesday, Wednesday;

(b) to work for more than nine and a quarter hours, excluding meal intervals, on any one day;

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

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 kan wees) vasgestel deur die Raad by wyse van 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, bepaal word.

(3) Bo en behalwe die tydperk wat hy inderdaad werk, word 'n werknemer geag te gewerk het—

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

(b) gedurende enige ander tydperk wat hy op die perseel van sy werkgever is:

Met dien verstande dat as daar bewys word dat sodanige werknemer nie gewerk het nie en vry was om die perseel te verlaat gedurende enige gedeelte van enige tydperk in paragraaf (b) genoem, die vermoede in hierdie subklousule bepaal nie van toepassing is ten opsigte van dié werknemer betreffende daardie gedeelte van sodanige tydperk nie.

(4) Die gewone werkure van 'n wag mag hoogstens 60 uur per werkweek van ses dae wees: Met dien verstande dat 'n wag sewe nagte per week kan werk, en in dié geval moet sy werkgever hom, benewens sy weekloon, 'n bedrag betaal wat gelyk is aan een derde van sy weekloon ten opsigte van werk wat op die sewende nag van die week gedoen word.

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

### 8. KORTTYD

(1) As dit as gevolg van bedryfslapte in 'n fabriek onmoontlik gevind word om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk gelykop onder die betrokke werknemers in 'n seksie uit te deel: Met dien verstande dat geen werknemer as gevolg van 'n bedryfslapte ontslaan mag word nie voordat die werkure korttyd per week 35 uur of minder oor 'n aaneenlopende tydperk van vier weke is.

(2) 'n Werknemer wat hom op enige dag op die gewone aanvangstyd van die bedryfsinrigting vir diens aanmeld, en vir wie geen werk beskikbaar is nie, moet minstens vier uur se loon ten opsigte van dié dag betaal word, tensy hy die vorige werkdag deur sy werkgever per brief of deur kennisgewing op 'n prominente plek in kennis gestel is dat sy dienste nie op die betrokke dag nodig sou wees nie.

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

### 9. BETALING VAN BESOLDIGING

(1) (a) Lone en oortyd lone moet weekliks binne 10 minute na die gewone uitskeityd op die betaaldag of by diensbeëindiging indien dit voor die gewone betaaldag val, in kontant betaal word. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, wanneer die betaaldag die laaste werkdag voor Vrydag is.

(b) Ondanks paragraaf (a) van hierdie subklousule kan 'n werkgever en sy werknemer ooreenkom dat die besoldiging, as daar is, aan die werknemer verskuldig ten opsigte van

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

(a) 10 hours; or

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

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

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

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

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

(4) The ordinary hours of work of a watchman shall not exceed 60 in any six-day week: Provided that a watchman may work seven nights a week, in which event his employer shall pay him, in addition to his weekly wage, an amount equal to one-third of his weekly wage in respect of work performed on the seventh night of the week.

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

### 8. SHORT TIME

(1) If, owing to slackness of trade in any factory, it is found impossible to work full time, short time shall be worked by distributing the work available equally amongst the employees affected in any section: Provided that no employee shall be dismissed owing to slackness of trade until the hours of work on short time per week are 35 hours or less over a continuous period of four weeks.

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

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

### 9. PAYMENT OF REMUNERATION

(1) (a) Wages and overtime shall be paid in cash weekly within 10 minutes after the normal closing time on pay-day or on termination of employment if this takes place before the ordinary pay-day. The pay-day of every establishment shall be Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday.

(b) Notwithstanding the provisions of paragraph (a) of this subclause, an employer and his employee may agree that the remuneration, if any, due to the employee in respect of

daardie gedeelte, as daar is, van die week onmiddellik voor die datum waarop die werknemer se jaarlikse verlof in klousule 13 (3) (a) bedoel, begin, aan die werknemer betaal moet word tegelykertyd wanneer die werknemer se besoldiging, as daar is, wat aan hom verskuldig is, ten opsigte van die week of gedeelte van die week onmiddellik na die datum waarop die werknemer se genoemde jaarlikse verlof eindig, aan hom betaal word.

(2) Geld ingevolge hierdie Ooreenkoms aan werknemers verskuldig moet aan werknemers gegee word in verseëde koeverte waarop die naam verskyn van die werkgewer, die datum van betaling, die naam of nommer van die werknemer en die bedrag daarin en hoe die bedrag bereken is.

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

(4) Daar mag ten opsigte van skade aan materiaal beroken geen bedrag afgetrek word van geld wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is nie.

(5) Geen bedrag van watter aard ook al mag afgetrek word van die bedrag wat aan 'n werknemer verskuldig is nie, uitgesonderd die volgende:

- (a) Indien 'n werknemer van die werk afwesig is, behalwe op versoek of op las van sy werkgewer, 'n *pro rata* bedrag vir die werklike tyd verloor: Met dien verstande dat geen bedrag vir afwesigheid van werk afgetrek mag word van die loon van 'n werknemer wat teen 'n vaste week- of maandloon in diens is nie;
- (b) met die skriftelike toestemming van die werkgewer en die werknemer, bedrae vir versekerings-, pensioen- of ander soortgelyke fondse;
- (c) bydraes ingevolge klousule 17 van Deel I van hierdie Ooreenkoms;
- (d) enige bedrag wat 'n werkgewer ingevolge 'n statutêre wet, ordonnansie of regsdinging ten behoeve van 'n werknemer moet betaal;
- (e) 'n bedrag vir bydraes tot die fondse van die vakvereniging, ooreenkomstig klousule 12 van hierdie Deel van die Ooreenkoms.

#### 10. OORTYDWERK

(1) (a) Alle tyd wat langer as 44 uur in 'n bepaalde week gewerk word, met inbegrip van Saterdag, uitgesonderd tyd wat op 'n Sondag gewerk word, moet as oortydwerk geag word: Met dien verstande dat as die gewone werkure van 'n bedryfsinrigting minder as 44 uur per week beloop, alle tyd wat meer as sodanige kleiner getal ure per week gewerk word vir die toepassing van hierdie paragraaf as oortydwerk geag moet word: Met dien verstande voorts dat as 'n werknemer van die werk afwesig is—

- (i) op 'n openbare vakansiedag in klousule 13 (1) van hierdie Deel bedoel waarop daar nie van 'n werknemer vereis was om te werk nie; of
- (ii) op versoek of op las van sy werkgewer gedurende enigeen van of op al die gewone werkure wat in sy werkgewer se bedryfsinrigting gewerk word;
- (iii) weens siekte gedurende enigeen van of al die gewone werkure wat in sy werkgewer se bedryfsinrigting gewerk word, en mits 'n werknemer 'n doktersertifikaat as bewys van die oorsaak van afwesigheid voorlê; of
- (iv) weens deernisverlof in klousule 46 van hierdie Deel bedoel;

sodanige tydperk(e) van afwesigheid vir die toepassing van hierdie paragraaf geag word tyd gewerk te wees.

(b) *Betaling vir oortydwerk*: 'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n koers van minstens—

- (i) ten opsigte van oortydwerk tot 13 uur in 'n enkele week, een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur wat aldus gewerk word;
- (ii) ten opsigte van oortydwerk wat 13 uur in 'n enkele week oorskry, dubbel sy gewone uurloon.

that portion, if any, of the week immediately preceding the date upon which the employee's annual leave referred to in clause 13 (3) (a) commences, shall be paid to the employee at the same time as the employee's remuneration, if any, due to the employee in respect of the week or portion of the week immediately following the date upon which the employee's said annual leave ends.

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

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

(4) No charge for damage done to material may be deducted from any money due to any employee in terms of this Agreement.

(5) No deduction of any description shall be made from the amount due to an employee other than—

- (a) where an employee is absent from work, other than at the request or instructions of his employer, a *pro rata* amount for the actual time lost: Provided that no deduction for absence from work shall be made from the wages of an employee who is employed at a fixed weekly or monthly wage;
- (b) with the written consent of both the employer and the employee, deductions for insurance, pension or other similar funds;
- (c) contributions in terms of clause 17 of Part I of this Agreement;
- (d) any amount paid by an employer compelled by any statutory law, ordinance or legal process to make payment on behalf of an employee;
- (e) deductions for contributions to the funds of the trade union as provided for in clause 12 of this Part of the Agreement.

#### 10. OVERTIME

(1) (a) All time worked in excess of 44 hours in any one week, including Saturday, other than time worked on a Sunday, shall be regarded as overtime: Provided that should the normal working hours of an establishment be less than 44 hours per week, all time worked in excess of such lesser number of hours per week shall, for the purposes of this paragraph, be regarded as overtime: Provided further that should an employee be absent from work—

- (i) on a public holiday referred to in clause 13 (1) of this Part on which the employee was not required to work; or
- (ii) during any or all of the ordinary hours of work which are observed in his employer's establishment upon the request or instructions of his employer;
- (iii) during any or all of the ordinary hours of work which are observed in his employer's establishment on account of illness and provided such an employee presents a medical certificate as proof of cause of absence; or
- (iv) due to compassionate leave referred to in clause 46 of this Part;

such period(s) of absence shall, for the purposes of this paragraph, be deemed to be time worked.

(b) *Payment for overtime*: An employer shall pay an employee who works overtime at a rate of not less than—

- (i) in respect of overtime up to 13 hours in any one week, one and a half times his hourly rate for each hour or part of an hour so worked;
- (ii) in respect of overtime exceeding 13 hours in any one week, double his ordinary hourly rate of remuneration.



(c) Vir tyd gewerk op 1 Mei, Goeie Vrydag, Gesinsdag, Geloftedag, Kersdag, Nuwejaarsdag, Hemelvaartdag en Republiekdag moet 'n werknemer, benewens die dag se loon wat ten opsigte van elk van hierdie dae verskuldig is, teen die gewone uurloonskaal besoldig word.

(d) (i) Vir tyd op 'n Sondag gewerk wat hoogstens vier uur beloop, moet 'n werknemer een vyfde van sy weekloon betaal word.

(ii) Vir tyd op 'n Sondag gewerk wat meer as vier uur beloop, moet 'n werknemer besoldiging betaal word teen minstens dubbel sy gewone uurloon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel sy gewone besoldiging is, wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste bedrag.

(e) Vir tyd wat by ooreenkoms tussen 'n werkgewer en minstens 75 persent van sy werknemers ingewerk word in plaas van gewone werktyd wat verlore sal gaan weens die sluiting van 'n fabriek slegs op enigeen van die dae wat in subparagrafe (i) tot (v) van hierdie paragraaf gemeld word, moet 'n werknemer besoldig word teen die gewone loon van die betrokke werknemer: Met dien verstande dat die tyd ingewerk moet word gedurende die vier weke voor sodanige sluiting op die onderskeie dae:

- (i) Die Vrydag na Hemelvaartdag;
  - (ii) die Vrydag na Geloftedag wanneer laasgenoemde dag op 'n Donderdag val;
  - (iii) die Donderdag voor Goeie Vrydag;
  - (iv) Stigtingsdag;
  - (v) Krugersdag.
- (2) *Sondagwerk*: 'n Werkgewer moet—
- (a) óf die Raad skriftelik in kennis stel van sy voorneme om werk op 'n Sondag te doen; óf
  - (b) die Raad skriftelik in kennis stel dat hy werk op 'n Sondag gedoen het, en wel binne sewe dae nadat sodanige werk gedoen is.

(3) Subklousule (1) is nie van toepassing nie op enige van die werknemers gemeld in Goewermentskenningsgewing No. R. 1601 van 27 Augustus 1993, naamlik voormanne, bestuurders, onderbestuurders of senior bestuurs-, professionele, tegniese of administratiewe personeel wat 'n salaris van minstens R3 375 per maand ontvang.

#### 11. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

(1) 'n Werknemer wat ingesluit is in een van die klasse genoem in Deel II van hierdie Ooreenkoms 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 betaal word wat minstens gelyk is aan die loon wat hy op sodanige datum ontvang, behoudens die voorwaarde dat die Raad 'n vermindering van sodanige hoër loon kan magtig tot die peil in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf.

(2) 'n Werknemer wie se loon op die datum waarop hierdie klousule in werking tree hoër is as die loon in Deel II voorgeskryf vir 'n werknemer wat sy klas werk verrig, moet 'n verhoging ontvang wat gelyk is aan die verskil tussen die lone voorgeskryf vir sy klas werk soos op 30 Junie 1993 en die lone voorgeskryf vir sy klas werk op die datum waarop hierdie Ooreenkoms in werking tree: Met dien verstande dat dit nie van toepassing is nie ten opsigte van 'n werknemer vir wie 'n loon in klousule 15 van Deel II voorgeskryf word.

(c) For any time worked on 1 May, Good Friday, Family Day, Day of the Vow, Christmas Day, New Year's Day, Ascension Day and Republic Day an employee shall, in addition to the day's pay due in respect of each of these days, be paid at the ordinary hourly rate of remuneration.

(d) (i) For any time worked on a Sunday not exceeding four hours, an employee shall be paid one fifth of his weekly wage.

(ii) For any time worked on a Sunday, exceeding four hours, an employee shall be paid remuneration at a rate of not less than double his ordinary hourly rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double his ordinary remuneration payable in respect of the period ordinarily worked by him on a week day, whichever is the greater.

(e) For any time worked in by agreement between an employer and at least 75 per cent of his employees in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in subparagraphs (i) to (v) of this paragraph, an employee shall be paid at the ordinary rate of the employee concerned: Provided that the time shall be worked in during the four weeks prior to such closure on the respective days:

- (i) The Friday after Ascension Day;
  - (ii) the Friday after the Day of the Vow whenever the latter day falls on a Thursday;
  - (iii) the Thursday before Good Friday;
  - (iv) Foundars' Day;
  - (v) Kruger Day.
- (2) *Sunday work*: An employer shall—
- (a) either notify the Council in writing of his intention to perform work on a Sunday; or
  - (b) notify the Council in writing that he has performed work on a Sunday within seven days of such work being performed.

(3) The provisions of subclause (1) shall not apply to any of the employees specified in Government Notice No. R. 1601 of 27 August 1993, namely foremen, managers, sub-managers, senior managerial, professional, technical or administrative personnel in receipt of a salary of not less than R3 375 per month.

#### 11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

(1) An employee who is included in one of the classes mentioned in Part II of this Agreement and who at the date of coming into operation of this Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, subject to the condition that the Council may authorise a reduction of such higher wage to the level prescribed in this Agreement for an employee of his class.

(2) An employee whose wage as at the date of coming into operation of this clause is in excess of the wage prescribed in Part II for an employee of his class of work shall receive an increment equal to the difference between the wage prescribed for his class of work as at 30 June 1993 and the wages prescribed for his class of work as at the date of coming into operation of this Agreement: Provided that this shall not apply to an employee for whom a wage is prescribed in clause 15 of Part II.



**12. VAKVERENIGINGBYDRAES**

(1) Elke werkgewer moet weekliks van die loon van elkeen van sy werknemers wat lid is van die vakvereniging wat 'n party by hierdie Ooreenkoms is die bydrae aftrek wat deur sodanige werknemer aan daardie vakvereniging verskuldig is. Die bedrae aldus afgetrek moet wees soos bepaal in die konstitusie van die betrokke vakvereniging.

Die bydraes wat aldus ingevorder word, moet voor of op die 15de dag van elke maand wat volg op dié waarvoor dit verskuldig was, aan die Sekretaris van die Raad betaal word.

(2) (a) 'n Werkgewer wat met betalings ingevolge subklousule (1) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgewer op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse grondslag waarvoor in subklousule (1) voorsiening gemaak word.

(b) 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 rente op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, soos gewysig, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die raad ontvang word en moet hy die rente ook betaal: Met dien verstande dat die Raad na goeiddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld. Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en klient en al sodanige invorderingskommissie te betaal en kan die Raad na goeiddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitaal bedrag.

**13. VAKANSIEDAE EN DIE VAKANSIE- EN BONUS-FONDS**

(1) Die volgende vakansiedae sal vakansiedae met besoldiging wees:

- (a) Kersdag en Nuwejaarsdag, ongeag op watter dag van die week so 'n dag val (insluitende Saterdag en Sondag);
- (b) Geloftedag en Republiekdag, behalwe wanneer so 'n dag op 'n Saterdag val;
- (c) 1 Mei, behalwe wanneer so 'n dag op 'n Saterdag of 'n Sondag val;
- (d) Goeie Vrydag, Gesinsdag en Hemelvaartdag.

(2) Ondanks subklousule (1) is 'n werknemer van wie die werkgewer vereis om te werk op die Maandag onmiddellik na Geloftedag of Republiekdag wanneer so 'n dag op 'n Sondag val, en wat op die Maandag van die werk af wegbly, nie geregtig op betaling vir so 'n vakansiedag nie, tensy hy afwesig is met die verlof van sy werkgewer of weens siekte wat gestaaft word deur 'n mediese sertifikaat, in welke geval betaling vir die dag moet geskied soos ingevolge hierdie klousule bepaal.

(3) (a) Elke werkgewer moet sy werknemer jaarlikse verlof van 15 agtereenvolgende werkdade toestaan wat nie voor 16 Desember en nie later as 23 Desember moet begin nie: Met dien verstande dat elke werkgewer die Raad minstens 30 dae voor die aanvangsdatum van die verlof in kennis moet stel van die datum waarop sy bedryfsinrigting sal sluit, en indien geen sodanige kennisgewing ontvang word nie, moet 'n bedryfsinrigting op die namiddag van 22 Desember sluit.

**12. TRADE UNION CONTRIBUTIONS**

(1) Every employer shall each week deduct from the wages of each of his employees who is a member of the trade union which is a party to this Agreement such contribution as may be payable by such employee to that trade union. The amounts so deducted shall be as determined in the constitution of the trade union concerned.

The contributions so collected shall be paid to the Secretary of the Council not later than the 15th day of each month following that in respect of which they were due.

(2) (a) An employer who is in arrear with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (1).

(b) 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 employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, 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. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission, and interest, and thereafter in reduction of the overdue capital amount.

**13. HOLIDAYS AND THE HOLIDAY AND BONUS FUND**

(1) The following holidays shall be paid holidays:

- (a) Christmas Day and New Year's Day, regardless of the days of the week on which they may fall (including Saturday and Sunday);
- (b) Day of the Vow and Republic Day, except when they fall on a Saturday;
- (c) 1 May, provided it does not fall on a Saturday or on a Sunday;
- (d) Good Friday, Family Day and Ascension Day.

(2) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work on the Monday immediately following the Day of the Vow or Republic Day, whenever such day falls on a Sunday, and who absents himself on the Monday, shall not be entitled to payment for such holiday unless absent with the permission of his employer or on account of illness which is supported by a medical certificate, in which event payment shall be made for the day as provided for in terms of this clause.

(3) (a) Every employer shall grant his employees annual leave of 15 consecutive working days to commence not before 16 December and not later than 23 December: Provided that every employer shall advise the Council at least 30 days prior to the date on which such leave is to commence of the date on which his establishment is to close, and if no such notification is received, an establishment shall close on the afternoon of 22 December.

(b) Geen werkgever mag werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig, en geen werknemer mag werk onderneem of verrig, hetsy vir besoldiging al dan nie, gedurende die jaarlikse verlof in paragraaf (a) van hierdie subklousule bedoel nie.

(c) Ondanks paragraaf (b) van hierdie subklousule kan 'n werkgever werk verrig en/of vereis en/of toelaat dat 'n werknemer werk verrig en kan 'n werknemer, ofskoon hy nie daartoe verplig is nie, werk van die aard in klousule 14 (3) van Deel II van hierdie Ooreenkoms beskryf, onderneem en/of verrig gedurende die jaarlikse verlof in paragraaf (a) van hierdie subklousule bedoel: Met dien verstande dat—

- (i) die werkgever die Raad voor die datum waarop sodanige jaarlikse verlof 'n aanvang moet neem skriftelik in kennis stel van sy voorneme om sodanige werk te verrig of om te vereis of toe te laat dat 'n werknemer sodanige werk verrig, na gelang van die geval; en
- (ii) die werknemer(s) wat sodanige werk gedurende die jaarlikse verlof onderneem en/of verrig binne 90 dae vanaf die datum waarop die jaarlikse verlof in paragraaf (a) van hierdie subklousule bedoel, eindig, jaarlikse verlof toegestaan moet word vir 'n tydperk gelyk aan die tydperk waarvoor sodanige werk onderneem en/of verrig is; en
- (iii) alle betalings in klousule 38 bedoel, gemaak moet word ten opsigte van 'n werknemer wat gedurende die jaarlikse verlof in paragraaf (a) van hierdie subklousule bedoel, werk vir vergoeding onderneem of verrig en vergesel moet gaan van die verklaring in sodanige klousule bedoel.

(4) (a) Elke werkgever moet ten opsigte van elke werknemer (uitgesonderd kantoorwerknemers en werknemers ten opsigte van wie 'n vasgestelde week- of maandloon betaalbaar is en welke loon nie onderworpe is aan aftrekkings ten opsigte van die werknemer se afwesigheid van die werk nie) op die tyd en op die wyse uiteengesit in subklousule (6) hiervan ten opsigte van elke tydperk, hetsy 'n week of gedeelte van 'n week, waar die werkdae verminder word op grond van subklousule (1) of (3) (a) hierbo of waar die werknemer werk vir 'n gedeelte van 'n week onderneem en/of verrig ingevolge subklousule (3) (a) hierbo, 'n vakansiebonus betaal wat bereken is op die besoldiging wat deur die werknemer gedurende daardie tydperk verdien is, en wel soos volg:

- (i) As die werknemer die gewone ure van 'n bedryfsinrigting vir gemelde tydperk gewerk het, of as die werknemer minder as daardie ure gewerk het en mits die tyd deur die werknemer verloor nie 'n uur oorskry nie, moet die vakansiebonus gelykstaande met 12½ persent van sy besoldiging gedurende daardie tydperk;
- (ii) as die tyd deur die werknemer verloor vir die gemelde tydperk 'n uur oorskry, maar nie 'n uur en 'n half oorskry nie, moet die vakansiebonus gelykstaan met 7½ persent van sy besoldiging gedurende daardie tydperk;
- (iii) as die tyd wat die werknemer in enige gemelde tydperk verloor meer as 'n uur en 'n half is, moet die vakansiebonus gelykstaan met 6½ persent van sy besoldiging gedurende daardie tydperk.

(b) Vir die toepassing van hierdie subklousule moet 'n tydperk van afwesigheid weens korttyd of op grond van die bepalinge van subklousule (1) van hierdie klousule of die bepalinge van klousule 46 van Deel I of weens siekte wat onderskraag word deur 'n mediese sertifikaat wat vir die werkgever aanvaarbaar is, geag word tyd gewerk te wees.

(5) Vir die toepassing van subklousule (4), moet besoldiging soos volg bereken word:

- (a) Die totale werklike besoldiging verdien vir alle tyd gewerk [d.w.s. die gewone en oortydure gewerk, met inbegrip van besoldiging vir, (i), openbarevakansiedae

(b) No employer shall perform work or require or allow an employee to perform work and no employee shall undertake or perform work, whether for remuneration or not, during the annual leave referred to in paragraph (a) of this subclause.

(c) Notwithstanding the provisions of paragraph (b) of this subclause, an employer shall be entitled to perform work and/or require and/or allow an employee to perform work and an employee shall be entitled, but not obliged, to undertake and/or perform work of the nature described in clause 14 (3) of Part II of this Agreement during the annual leave referred to in paragraph (a) of this subclause: Provided that—

- (i) the employer notify the Council in writing of his intention to perform such work or to require or allow an employee to perform such work, as the case may be, prior to the date upon which such annual leave is due to commence; and
- (ii) the employee(s) undertaking and/or performing such work during such annual leave be granted annual leave for a period equal to the period for which such work was undertaken and/or performed, within 90 days of the date upon which the annual leave referred to in paragraph (a) of this subclause ends; and
- (iii) all payments referred to in clause 38 shall be made in respect of any employee who undertakes or performs work for remuneration during the annual leave referred to in paragraph (a) of this subclause and shall be accompanied by the statement referred to in such clause.

(4) (a) Every employer shall pay in respect of every employee (excluding office employees and employees in respect of whom a fixed weekly or monthly wage is payable and which wage is not subject to deductions in respect of the employee's absence from work) at the time and in the manner specified in subclause (6) hereof in respect of each period, being a week or portion of a week, where the working days are reduced by reason of the provisions of subclause (1) or (3) (a) above or where the employee undertakes and/or performs work for a portion of a week pursuant to the provisions of subclause (3) (a) above, a holiday bonus calculated on the remuneration earned by the employee during that period as follows:

- (i) Should the employee have worked the normal hours of an establishment for the said period, or should the employee have worked less than such hours and provided that the time lost by the employee does not exceed an hour, the holiday bonus shall be 12½ per cent of his remuneration during that period;
- (ii) should the time lost by the employee for the said period exceed an hour but not exceed one and a half hours, the holiday bonus shall be equal to 7½ per cent of his remuneration during that period;
- (iii) should the time lost by the employee for any said period exceed one and a half hours, the holiday bonus shall be equal to 6½ per cent of his remuneration during that period.

(b) For the purposes of this subclause, any period of absence due to shorttime or the provisions of subclause (1) of this clause or the provisions of clause 46 of Part I or illness supported by a medical certificate acceptable to the employer shall be deemed to be time worked.

(5) For the purposes of subclause (4), remuneration shall be calculated as follows:

- (a) The total actual remuneration earned for all time worked [i.e. ordinary and overtime hours worked, including payment for, (i) paid public holidays referred



met besoldiging in subklousule (1) bedoel en, (ii) deerisverlof ingevolge klousule 46 van Deel 1, maar uitgesonderd besoldiging wat ingevolge 'n aanspooringsskema in klousule 5 van die Ooreenkoms bedoel, gemaak word]; plus

- (b) die totale bedrag van die besoldiging wat die werknemer sou verdien het gedurende die tyd toe daar van hom op versoek of op las van sy werkgewer vereis is om nie te werk nie: Met dien verstande dat sodanige afwesigheid nie aan korttyd toe te skryf was nie.

(6) (a) Behoudens subklousule (5) moet alle bedrae betaalbaar ooreenkomstig subklousule (4) maand vir maand deur die werkgewer aan die Sekretaris van die Raad betaal word, en wel voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan hulle betaalbaar is.

(b) 'n Werkgewer wat ingevolge paragraaf (a) met betalings agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgewer op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse grondslag waarvoor in paragraaf (a) voorsiening gemaak word.

(c) 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 rente op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, soos gewysig, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word en moet hy dié rente ook betaal: Met dien verstande dat die Raad na goeëdunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld. Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na goeëdunke die betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitale bedrag.

(d) Bedrae betaalbaar ooreenkomstig subklousule (4) hiervan moet deur die werkgewer betaal word bo en behalwe die loon of oortydbesoldiging wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is en mag nie van die loon of oortydbesoldiging van sodanige werknemer afgetrek word nie.

(e) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie geld ooreenkomstig subklousule (4) hiervan in die Cape Furniture Holiday and Bonus Fund fonds inbetaal word en van die bedrag wat ten opsigte van hom aan die Cape Furniture Holiday and Bonus Fund betaal word.

(f) Die Cape Furniture Holiday and Bonus Fund moet gebruik word om aan werknemers 'n vakansiebonus op ondergemelde grondslag uit te betaal en wat vir die volgende tydperk geld:

Tussen 8 en 18 Desember moet aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat ooreenkomstig subklousule (4) hiervan ten opsigte van hom in bogenoemde vakansie- en bonusfonds inbetaal is gedurende die jaar eindigende op die eerste betaaldag wat in November val.

to in subclause (1) and, (ii) compassionate leave in terms of clause 46 of Part I, but excluding payment made in terms of an incentive scheme referred to in clause 5 of the Agreement]; plus

- (b) the total amount of any remuneration the employee would have earned during any time he was required not to work upon the request or instruction of his employer: Provided that such absence was not owing to short time.

(6) (a) Subject to the provisions of subclause (5), all amounts payable in terms of subclause (4) shall be paid by the employer to the Secretary of the Council month by month, and not later than the 15th day of each month following that in respect of which they are due.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) 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 employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which the 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. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

(d) Amounts payable in terms of subclause (4) hereof shall be paid by the employer in addition to any wage or overtime pay payable to an employee in terms of this Agreement, and shall not be deducted from the wages or overtime pay of such employee.

(e) The Council shall keep a record of each employee in respect of whom payments are made in terms of subclause (4) hereof into the Cape Furniture Holiday and Bonus Fund and of the amount paid to the Cape Furniture Holiday and Bonus Fund in respect of him.

(f) The Cape Furniture Holiday and Bonus Fund shall be utilised for the purpose of distribution to employees of a holiday bonus on the following basis and operation over the following period:

Between 8 and 18 December each employee shall be paid a holiday bonus equal to the amount paid into the above Holiday and Bonus Fund in terms of subclause (4) hereof in respect of him during the year ending on the first pay-day occurring in November.

(g) Die Raad moet alle geld wat aan die Cape Furniture Holiday and Bonus Fund behoort en sy behoeftes oorskray, van tyd tot tyd belê op vaste deposito of op aanvraag by 'n bank of geregistreerde bougenootskap, en rente wat deur sodanige belegging gekweek word, kom die algemene fondse van die Raad toe ter vergoeding van die Raad se administrasie van die Fonds.

(h) Geld wat verskuldig is aan werknemers wat nie opgespoor kan word nie en wat uitbetaling daarvan nie binne 'n tydperk van twee jaar opgeëis het vanaf die datum waarop die geld verskuldig geword het nie, val aan die fondse van die Raad toe.

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

(i) Alle geld ontvang —

(aa) ooreenkomstig subklousule (4) hiervan;

(ab) uit enige ander bron; en

(ii) uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig die vorige 31 Desember, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum aantoon. Ware kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daarvoor moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeur se verslag moet so spoedig moontlik maar nie later nie as drie maande na die einde van die tydperk daardeur gedek deur die Raad van die Direkteur-generaal van Mannekrag gestuur word.

(j) Ingeval die Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk of daar nie later binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking 'n ooreenkoms vir die voortsetting van die Fonds beding word nie of die Fonds nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds in die lewe geroep was nie, moet die Fonds gelikwedeer word. Die Fonds moet gedurende gemelde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds hierbo gemeld of deur 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word.

(k) Ingeval die Raad ontbind word of ingeval dit ophou funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee aanstel uit werkgewers en werknemers in die Nywerheid op die grondslag van gelyke verteenwoordiging aan albei kante en moet die Fonds verder deur sodanige komitee geadministreer word. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die komitee na te kom en sodanige trustee of trustees besit dan al die bevoegdhede van die komitee vir sodanige doel. As daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms gelikwedeer word deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, op die wyse in paragraaf (l) uiteengesit, en as die sake van die Raad by verstryking van die Ooreenkoms reeds gefinaliseer is en sy bates verdeel is, moet die saldo van hierdie Fonds uitbetaal word soos by artikel 34 (4) van die Wet voorgeskryf asof dit deel van die algemene fondse van die Raad uitmaak.

(g) The Council shall from time to time invest on fixed deposit or on call with a bank or registered building society any of the money belonging to the Cape Furniture Holiday and Bonus Fund surplus to its requirements, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

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

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

(i) all moneys received —

(aa) in terms of subclause (4) hereof;

(ab) from any other sources; and

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

(j) In the event of the expiry of the Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the 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 Fund was created, the Fund shall be liquidated. The 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.

(k) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or 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 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 or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, 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 paragraph (l) and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.



(l) By die likwidasië van die Fonds ingevolge paragraaf (j) moet die geld wat in die krediet van die Fonds oorbly, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad inbetaal word.

(7) (a) Met die uitsondering van kantoorwerknemers moet alle ander werknemers vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word en ten opsigte van wie werkgewers nie tot die Cape Furniture Holiday and Bonus Fund bydra nie, besoldiging ontvang asof hulle gedurende die jaarlikse verloftydperk in klousule 13 (3) bedoel, gewerk het.

(b) Kantoorwerknemers moet afwesighedsverlof met volle besoldiging van minstens twee agtereenvolgende weke ten opsigte van elke tydperk van 12 maande diens toegestaan word. Van kantoorwerknemers kan vereis word om hierdie verlof te neem gedurende die jaarlikse verloftydperk in klousule 13 (3) bedoel of op 'n datum wat deur die werkgewer vasgestel word: Met dien verstande dat hierdie datum hoogstens vier maande mag wees na die einde van die tydperk van 12 maande ten opsigte waarvan die verlof verskuldig is.

(8) By diensbeëindiging moet 'n kantoorwerknemer sy volle besoldiging betaal word ten opsigte van verlof wat hom toegekomp het maar wat nie voor die datum van sy diensbeëindiging aan hom toegestaan is nie asook een dag se besoldiging ten opsigte van elke voltooide maand diens na die datum waarop hy laas ooreenkomstig subklousule (7) op verlof geregtig geword het.

(9) 'n Werknemer, uitgesonderd 'n kantoorwerker, vir wie 'n loonskaal in Deel II van die Ooreenkoms voorgeskryf word en ten opsigte van wie geen bydraes tot die Cape Furniture Holiday and Bonus Fund gedoen word nie, moet by diensbeëindiging een en 'n half dag se besoldiging ontvang ten opsigte van elke voltooide maand diens vanaf 13 Januarie.

(10) Wanneer 'n werkgewer versuim het om die vakansiebonus wat ingevolge kklousule 13 betaalbaar is, ten volle of gedeeltelik by te dra vanweë—

- (a) die voorlopige of finale likwidasië van die werkgewer;
- (b) die voorlopige of finale plasing van die werkgewer onder geregtelike bestuur; of
- (c) die sekwestrasie van die werkgewer se boedel of vrywillige boedeloorgawe deur die werkgewer;

is die werknemers wat daardeur geraak word, daarop geregtig om van die Raad 'n vakansiebetaling en -bonus te eis wat gelyk is aan hul eis vir vakansiebetaling teen die insolvente boedel van die werkgewer: Met dien verstande dat—

- (i) geen werknemer daarop geregtig is om 'n bedrag te ontvang wat meer is as 'n bedrag gelyk aan drie weke se loon nie;
- (ii) geen betaling aan 'n werknemer ingevolge hierdie subklousule gemaak moet word nie tensy en totdat die eis van sodanige werknemer teen die insolvente boedel van sy werkgewer aan die Fonds gesedeer word, in die vorm wat die Raad van tyd tot tyd vereis;
- (iii) die totale bedrag van die eise van werknemers wat ingevolge hierdie subklousule betaalbaar is vir die betrokke kalenderjaar, hoogstens 10 persent mag wees van die fondse wat ingevolge klousule 13 (6) (h) aan die Raad toegeval het;
- (iv) waar die som van die eise vir die betrokke kalenderjaar die bedrag oorskry wat ingevolge klousule 13 (6) (h) aan die Raad toegeval het, die werknemers slegs geregtig is op 'n bedrag wat gelyk is aan hul *pro rata*-deel van die bedrag wat beskikbaar is vir herverdeling ingevolge paragraaf (iii) hierbo;
- (v) waar 'n bedrag van die insolvente boedel van die werkgewer deur die Raad verhaal word wat groter is as die bedrag wat aan die werknemer ingevolge hierdie subklousule betaal is, moet die oorskot van geld verhaal teenoor geld aan die werknemer betaal onverwyld aan die werknemer uitbetaal word wanneer dit deur die Raad ontvang word.

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

(7) (a) With the exception of office employees, all other employees for whom wages are prescribed in Part II of this Agreement and in respect of whom employers do not contribute to the Cape Furniture Holiday and Bonus Fund shall receive remuneration as if they had worked during the annual leave period referred to in clause 13 (3).

(b) Office employees shall be granted leave of absence on full pay of not less than two consecutive weeks in respect of each period of 12 months' employment. Office employees may be required to take this leave during the annual leave period referred to in clause 13 (3), or at a date fixed by the employer: Provided that this date shall not be more than four months after the termination of the period of 12 months in respect of which the leave is due.

(8) An office employee shall, upon termination of employment, receive his full pay in respect of leave which has accrued to him but was not granted to him before the date of termination of his employment and one day's remuneration in respect of each completed month of employment after the date on which he last became entitled to leave in terms of subclause (7).

(9) An employee, other than an office employee, for whom a wage rate is prescribed in Part II of the Agreement and in respect of whom no contribution is made to the Cape Furniture Holiday and Bonus Fund shall upon termination of employment receive one and a half day's remuneration in respect of each completed month of employment from 13 January.

(10) Where an employer has failed to contribute all or part of the holiday bonus payable in terms of clause 13 by reason of—

- (a) the provisional or final winding up of the employer;
- (b) the provisional or final placing of the employer under judicial management; or
- (c) the sequestration of the employer's estate or the voluntary surrender thereof;

the employees affected thereby shall be entitled to claim from the Council holiday pay and bonus equal to their claim for holiday pay against the insolvent estate of the employer: Provided that—

- (i) no employee shall be entitled to receive an amount exceeding an amount equal to three week's pay;
- (ii) no payment to any employee in terms of this subclause shall be made unless and until the claim of such employee against the insolvent estate of his employer is ceded to the Fund, in such form as the Council may from time to time require;
- (iii) the total sum of the claims of employees payable in terms of this subclause for the current calendar year shall not exceed 10 per cent of the funds which have accrued to the Council in terms of clause 13 (6) (h);
- (iv) where the total of claims for the current calendar year exceed the amount accrued to the Council in terms of clause 13 (6) (h), then the employees shall be entitled only to an amount equal to their *pro rata* share of the amount available for distribution in terms of paragraph (iii) above;
- (v) where an amount greater than the amount paid to an employee in terms of this subclause is recovered from the insolvent estate of the employer by the Council, the excess of moneys recovered over moneys paid to the employee shall be paid forthwith to the employee upon receipt thereof by the Council.

**14. VERSKAFFING VAN GEREEDSKAP**

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

(2) Die werkgewer moet op sy koste die gereedskap van die vakmanne in sy diens teen verlies of vernietiging deur brand verseker. Elke vakman is verplig om op aanvraag 'n inventaris van die gereedskap in sy besit voor te lê en om verder die inligting te verstrek wat van tyd tot tyd deur die versekeraars ten opsigte van genoemde gereedskap vereis word.

**15. VRYSTELLINGS**

(1) Die Raad kan om 'n afdoende rede vrystelling van enigen van of al die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, indien hy dit gerade ag en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is 'n vrystelling-sertifikaat kan intrek.

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

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

(4) Die Sekretaris van die Raad moet—

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

(5) Die Raad kan vrystelling van klousule 25 (1) van Deel I van hierdie Ooreenkoms aan werkgewers verleen ten opsigte van 'n familiebetrekking of 'n werknemer wat in 'n toesighoudende hoedanigheid in diens is.

(6) Alle aansoeke om vrystelling moet skriftelik gedoen word.

**16. BESTAANDE SERTIFIKATE**

Ondanks die verstryking van vorige ooreenkomste vir die Nywerheid, behou die Raad beheer oor alle of enige leerlingskap- en kwekelingskapsertifikate uitgereik ingevolge sodanige vorige ooreenkomste, totdat die sertifikate deur verloop van tyd verval of andersins deur die Raad ingetrek of herroep is.

**17. UITGAWES VAN DIE RAAD**

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 20c aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge en kantoorwerknemers) vir wie 'n weekloon voorgeskryf word.

(2) (a) By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad stuur.

(b) 'n Werkgewer wat met betalings ingevolge paragraaf (a) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe

**14. PROVISION OF TOOLS**

(1) Benches, clamps, handscrews, gluepots and all brushes shall be provided by the employer where required.

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

**15. EXEMPTIONS**

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) 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 a copy of the licence to the employer concerned, and a further copy to the nearest Divisional Inspector of the Department of Manpower.

(5) The Council may grant exemption from the provisions of clause 25 (1) of Part I of this Agreement to employers in respect of any relative or in respect of any employee engaged in a supervisory capacity.

(6) All applications for exemption shall be in writing.

**16. EXISTING CERTIFICATES**

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

**17. EXPENSES OF THE COUNCIL**

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 20c from the wages of each of his employees for whom a weekly wage is prescribed (other than learners and office employees).

(2) (a) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts



dae vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen; die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgewer op wie hierdie paragraaf toegepas is, kan slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse grondslag waarvoor daar in paragraaf (a) voorsiening gemaak word.

(c) 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 rente op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, soos gewysig, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word, en moet hy die rente ook betaal. Met dien verstande dat die Raad na goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld. Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitale bedrag.

### 18. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms vir hom bindend word, aan die Sekretaris van die Raad 'n behoorlik ingevulde registrasievorm in die vorm van Aanhangsel D van hierdie Ooreenkoms stuur tesame met die dokumente in sodanige Aanhangsel vermeld.

*LW*—Hierdie Aanhangsel is verkrygbaar van die Sekretaris van die Raad, Posbus 964, Kaapstad, 8000.

(2) Binne sewe dae na die voorval van enige van die volgende gebeure, naamlik—

- (a) enige verandering in die besonderhede gespesifiseer in Aanhangsel D van hierdie Ooreenkoms; of
- (b) die sekwestrasie van die werkgewer se boedel of die vrywillige oorgawe daarvan; of
- (c) die voorlopige of finale likwidasië of die voorlopige of finale plasing van die werkgewer onder geregtelike bestuur; of
- (d) die verkryging of 'n aanvang neem deur die werkgewer van 'n ander besigheid wat onderworpe is aan hierdie Ooreenkoms; of
- (e) die oordrag of prysgewing van die besigheid deur die werkgewer bedryf;

moet elke werkgewer aan die Sekretaris van die Raad 'n skriftelike verklaring verskaf waarin volledige besonderhede van so 'n verandering of gebeurtenis uiteengesit word.

### 19. WERKENDE EIENAARS EN VENNOTE

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

within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) 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 employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, 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. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

### 18. REGISTRATION OF EMPLOYERS

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within one month of the date on which this Agreement becomes binding on him, forward to the Secretary of the Council a duly completed registration form in the form specified in Annexure D to this Agreement, together with the documents specified in such Annexure—

*Note.*—This Annexure is obtainable from the Secretary of the Council, P.O. Box 964, Cape Town, 8000.

(2) Within seven days of the occurrence of any of the following events, namely—

- (a) any change in the particulars specified in Annexure D to this Agreement; or
- (b) the sequestration of the employer's estate or the voluntary surrender thereof; or
- (c) the provisional or final winding up or the provisional or final placing of the employer under judicial management; or
- (d) the acquisition or commencement by the employer of any other business which is subject to this Agreement; or
- (e) the transfer or abandonment of the business carried on by the employer;

every employer shall furnish the Secretary of the Council with a written statement setting forth full particulars of such change or event.

### 19. WORKING PROPRIETORS AND PARTNERS

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

**20. 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.

**21. BYHOU VAN REGISTERS**

Die tyd- en loonregisters wat ingevolge artikel 57 van die Wet gehou moet word, moet in 'n leesbare en onuitwisbare wyse gehou word.

**22. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD**

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

**23. ADMINISTRASIE VAN OOREENKOMS**

Die Raad is die liggaam wat met die administrasie van hierdie Ooreenkoms belas is en hy kan vir die leiding van werkgewers en werknemers menings uitspreek en beslissings vel wat nie met die bepalings daarvan in stryd is nie.

**24. AGENTE**

(1) Die Raad moet een of meer aangewese persone as agente aanstel om by die implementering van hierdie Ooreenkoms behulpsaam te wees.

Die agent het die reg om—

- (a) te enige tyd enige perseel of plek waar die meubelnywerheid beoefen word, te betree, te inspekteer en te ondersoek as hy redelike grond het om te glo dat iemand daarin werksaam is;
- (b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind die goedduke alleen of in die teenwoordigheid van ander persone mondeling te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te eis om die vrae wat gestel word, te beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en na te gaan en 'n afskrif daarvan te maak;
- (d) te eis dat alle betaalstate of boeke waarin verslag gehou word van die werklike lone wat betaal word aan 'n werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent so 'n plek betree, inspekteer of ondersoek, moet hy op versoek sy magtigingsertifikaat toon en kan hy 'n tolk met hom saamneem.

(3) Elke persoon vir wie hierdie Ooreenkoms bindend is, moet aan die agent al genoemde fasiliteite verleen.

**25. INDIENSNEMING VAN VAKVERENIGINGLEDE**

(1) (a) Geen werkgever wat lid van die werkgewersorganisasie is, mag werknemers vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word in diens hou nie wat, terwyl hulle in aamerking kom vir lidmaatskap van die vakvereniging, nie lede van sodanige vakvereniging is nie en wat nie lede van sodanige vakvereniging word nie binne 'n tydperk van 90 dae vanaf die datum van inwerkingtreding van hierdie Ooreenkoms of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van hierdie Ooreenkoms geskied.

(b) Geen lid van die vakvereniging mag in die diens bly van 'n werkgever wat nie lid van die werkgewersorganisasie is nie en wat nie lid van die werkgewersorganisasie word nie binne 'n tydperk van 90 dae na die datum van inwerkingtreding van hierdie Ooreenkoms, of na die datum van indienstreding van die betrokke werknemer waar die indienstreding na die datum van inwerkingtreding van hierdie Ooreenkoms geskied.

**20. EXHIBITION OF AGREEMENT**

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

**21. KEEPING OF RECORDS**

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

**22. TRADE UNION REPRESENTATIVES ON THE COUNCIL**

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

**23. ADMINISTRATION OF AGREEMENT**

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

**24. AGENTS**

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

The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Manufacturing Industry is carried on at any time when he has reasonable cause to believe any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employee to answer questions put;
- (c) require the production of any notice, book, list of document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
- (d) require the production of and inspect, examine and copy all paysheets or books wherein an account is kept of actual wages paid to an employee whose wages are fixed by this Agreement.

(2) The agent, when entering, inspecting or examining any such place shall on request show his certificate of authority, and may take with him an interpreter.

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

**25. EMPLOYMENT OF TRADE UNION LABOUR**

(1) (a) No employer who is a member of the employers' organisation shall continue to employ employees for whom wages are prescribed in Part II of this Agreement who, while being eligible for membership of the trade union are not members of such trade union and who do not become members of such trade union within a period of 90 days from the date of coming into operation of this Agreement or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement.

(b) No member of the trade union may continue his employment with an employer who is not a member of the employers' organisation and who does not within a period of 90 days after the date of coming into operation of this Agreement or 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.



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

(3) Die voorlegging van 'n kaart en/of sertifikaat deur die Sekretaris van die betrokke vakvereniging/werkgewersorganisasie onderteken, is bewys van lidmaatskap van die vakvereniging of die werkgewersorganisasie.

Sowel die vakvereniging as die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle bedankings, uitsettings en skorsings van lede van hul onderskeie organisasies. By ontvangs van sulke lys, moet die Sekretaris van die Raad die lid van die betrokke organisasie in kennis stel dat sy kaart en/of sertifikaat van lidmaatskap vir die toepassing van hierdie klousule nie langer geldig is nie.

(4) Hierdie klousule is nie op kantoorwerknemers van toepassing nie.

(5) Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnekom nie. Met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande na die aanvang van sy diens in die Nywerheid, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

## 26. LONE

Behoudens klousules 8, 9, 12, 13 en 17 van hierdie Deel van die Ooreenkoms, mag geen werkgewer aan 'n werknemer laer lone betaal en mag geen werknemer laer lone aanneem as wat in Deel II van hierdie Ooreenkoms voorgeskryf word nie.

## 27. INDIENSNEMING VAN MINDERJARIGES

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

## 28. LEERLINGE EN KWEKELINGE

(1) Geen werkgewer mag 'n werknemer as leerling of kwekeling in diens neem nie, tensy dié werknemer in besit is van 'n sertifikaat deur die Raad uitgereik waarby sy indiensneming as sodanig gemagtig word.

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

(3) (a) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as leerling of kwekeling te werk 'n sertifikaat uitreik waarin die volgende vermeld word: Die naam van die werknemer, sy ouderdom, die minimum loon aan hom betaalbaar, die naam van die werkgewer, die klas van werk en die werksaamhede ten opsigte waarvan leerlingskap of kwekelingskap toegestaan word en die tydperk waarvoor die toestemming geldig is. Met dien verstande dat die Raad, as hy dit wenslik ag en as subklousule (7) nie meer van toepassing is nie, nadat aan die werkgewer en die werknemer een week vooraf skriftelik kennis gegee is, 'n sertifikaat wat ingevolge hierdie subklousule uitgereik is, kan intrek.

(b) Sertifikate moet uitgereik word slegs ten opsigte van die klasse werk in subklousule (6) (b) en (c) hieronder en in klousule 1 van Deel II bedoel.

(4) 'n Duplikaat van elke sertifikaat ingevolge subklousule (3) uitgereik, moet verstrek word aan die werkgewer wat dit aan die Raad moet terugstuur sodra dit nie meer van krag is nie.

(5) Ten einde die minimum loon vas te stel wat aan 'n leerling of kwekeling betaalbaar is, kan al sy vorige diens in die Nywerheid na goeddunke van die Raad in aanmerking geneem word; en die loonskaal moet aangedui word op die sertifikaat wat ingevolge subklousule (1) deur die Raad uitgereik word.

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

(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 trade union employers organisation concerned.

Both the trade union and 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 list, the Secretary of the Council shall advise the member of the organisation concerned that his card and/or certificate of membership is no longer valid for the purposes of this clause.

(4) The provisions of this clause shall not apply to office employees.

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

## 26. WAGES

Subject to the provisions of clauses 8, 9, 12, 13 and 17 of this Part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II of this Agreement.

## 27. EMPLOYMENT OF MINORS

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

## 28. LEARNERS AND TRAINEES

(1) No employer shall employ any employee as a learner or a trainee 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 or a trainee shall be made to the Council in the prescribed form and shall be accompanied by a medical certificate in the form prescribed in Annexure C. The cost of the medical examination shall be borne by the prospective employer.

(3) (a) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner or a trainee a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer, the class of work and the operations in respect of which the learnership or traineeship is granted and the period during which the permission shall be effective: Provided that the Council may, if it deems fit and if the provisions of subclause (7) 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.

(b) Certificates shall be issued only in respect of the classes of work referred to in subclause (6) (b) and (c) hereunder and in clause 1 of Part II.

(4) A duplicate copy of every certificate issued in terms of subclause (3) 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 or a trainee, any previous experience in the Industry may at the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of subclause (1).

(6) (a) Sonder die goedkeuring van die Raad mag 'n leerling of 'n kwekeling gedurende sy leerlingskap of kwekelingskap onderskeidelik nie langer as drie maande in dieselfde werksaamheid in diens geneem word nie.

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

- (i) Veerdraadmaasvlegwerk;
- (ii) die maak van matrasse.

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

- (i) Glipsteekwerk, stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne, maar nie die uitsny van oortreksels nie;
- (ii) die uitsny van matrasslope en -oortreksels en kopkussings.

(7) (a) Die Raad kan op aansoek die indiensneming van leerlinge of kwekelinge in die volgende verhoudings magtig:

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

Die leerlingskappe by die maak van beddegoed en by die werk van naaiers en naaisters moet toegestaan word slegs in 'n verhouding van een leerling vir elke drie volwasse werknemers in diens in die groep werksaamhede in klousules 7, 8 en 11 van Deel II van hierdie Ooreenkoms bedoel.

(b) Waar die Raad daarvan oortuig is dat daar vir die opleiding van leerlinge en kwekelinge behoorlike fasiliteite bestaan en die vereiste getal volwassenes en/of werknemers wat die lone ontvang wat in klousules 1, 7, 8 en 11 van Deel II van hierdie Ooreenkoms voorgeskryf word nie beskikbaar is nie, kan die getalsverhouding van leerlinge en kwekelinge verhoog word.

(c) Die Raad kan indien hy oortuig is dat behoorlike opleidingsfasiliteite nie verskaf word nie of op grond van 'n ander afdoende rede, 'n sertifikaat wat ooreenkomstig hierdie klousule uitgereik is, intrek.

(d) Subklousule (7) (a) is nie van toepassing op bedryfsinrigtings wat nie vir 'n ononderbroke tydperk van 12 maande bestaan het nie of bedryfsinrigtings ten opsigte waarvan die Raad afdoende rede het om te glo dat hulle nie oor voldoende opleidingsfasiliteite vir 'n aansoeker om leerlingskap of kwekelingskap beskik nie.

(8) Die tydperk van kwekelingskap vir die klasse werk in klousule 1 van Deel II van hierdie Ooreenkoms bedoel, is vier jaar. Die leertydperke vir die klasse werk in klousules 7, 8 en 11 van Deel II bedoel, is twee jaar.

## 29. VOOR- EN NAMIDDAGPOUSES

Elke werknemer moet 'n pouse van 10 minute sowel in die voormiddag as in die namiddag van elke dag toegelaat word wat as tyd gewerk gereken moet word.

## 30. WERKNEMERS WAT MEER AS EEN WERKSAAMHEID VERRIG

(1) 'n Werknemer wat gedurende 'n enkele dag werk verrig waarvoor verskillende lone voorgeskryf word, moet vir al die ure wat op dié dag gewerk word, betaal word teen die hoogste loon wat op sodanige werk van toepassing is.

(2) As daar te eniger tyd van 'n werknemer vereis word om werk te verrig waarvoor 'n laer loon voorgeskryf word as vir die werk wat hy normaalweg verrig, of waarvoor hy in diens geneem is, moet hy teen die laer loon betaal word, mits hy gedurende die dag nie werk waarvoor 'n hoër loon voorgeskryf word, verrig het nie.

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

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

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

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

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

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

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

The learnership in bedding making and seamsters' or seamstresses' work shall be granted only in a ratio of one learner to each three adult employees engaged in the group of operations referred to in clauses 7, 8 and 11 of Part II of this Agreement.

(b) Where the Council is satisfied that proper facilities exist for the training of learners and trainees and the requisite number of adults and/or employees in receipt of the wages specified in clauses 1, 7, 8 and 11 of Part II of this Agreement is not available, the ratio of learners or trainees may be extended.

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

(d) The provisions of subclause (7) (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has good and sufficient reason to believe have inadequate facilities for training any applicant for learnership or traineeship.

(8) The period of traineeship for the classes of work referred to in clause 1 of Part II of this Agreement shall be four years. The period of learnership for the classes of work referred to in clauses 7, 8 and 11 of Part II shall be two years.

## 29. FORENOON AND AFTERNOON INTERVALS

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

## 30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

(1) An employee who is employed during any one day on work for which different rates are prescribed, shall be paid for all the hours worked on such day at the highest wages applicable to such work.

(2) Should any employee at any time be required to perform work for which a lower wage is prescribed than for the work which he normally performs, or for which he was engaged, he shall be paid at the lower rate, provided he has not during the day performed work for which a higher rate is prescribed.



**31. VERMINDERING VAN LONE**

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

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

**32. DIENSBEEÏNDIGING**

(1) (a) 'n Werkgever of sy werknemer, uitgesonderd 'n maandeliks besoldigde werknemer of sy werkgever, moet minstens een werkdag kennis gee om die dienskontrak te beëindig.

(b) 'n Maandeliks besoldigde werknemer of sy werkgever wat verlang om die dienskontrak te beëindig, moet—

(i) gedurende die eerste 30 dae diens as 'n maandeliks besoldigde werknemer, minstens 24 uur; en

(ii) na die eerste 30 dae diens as 'n maandeliks besoldigde werknemer, minstens twee weke,

kennis gee van die beëindiging van die dienskontrak.

(2) Subklousule (1) van hierdie klousule raak nie die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie.

(3) Ondanks subklousule (1) hiervan, kan 'n werkgever en 'n werknemer skriftelik ooreenkom om voorsiening te maak vir 'n langer tydperk van kennisgewing as wat in subklousule (1) van hierdie klousule voorgeskryf word.

(4) 'n Werkgever of 'n werknemer kan 'n dienskontrak sonder kennisgewing beëindig deur in plaas van kennisgewing aan die werknemer 'n bedrag te betaal of aan die werkgever 'n bedrag te betaal of te verbeur, na gelang van die geval, wat gelyk is aan minstens die loon vir die toepaslike tydperk van kennisgewing wat in subklousule (1) van hierdie klousule voorgeskryf word.

(5) Die kennisgewingstermyn in subklousule (1) hiervan beoel, mag nie met 'n tydperk van jaarlikse verlof, militêre diens of siekteverlof saamval nie.

**33. VERBOD OP INDIENSNEMING**

Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens artikel 83 van die Wet, onthef geen bepaling wat die indiensneming van of diensverskaffing aan 'n werknemer vir enige klas werk of op enige voorwaardes verbied, die werkgever van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nagekom het indien die indiensneming of diensverskaffing nie verbied was nie, en die werkgever moet steeds die besoldiging betaal en die voorwaardes nakom asof dié indiensneming of diensverskaffing nie verbode was nie.

**34. GRONDSLAG VAN BETALING**

(1) Ondanks andersluidende bepalings van hierdie Ooreenkoms en behoudens subklousule (2) hieronder, moet betaling vir alle werk verrig, geskied teen die skaal voorgeskryf vir die werkzaamheid of werkzaamhede verrig, en moet dit nie gegrond word op die tegniese bedrewenheid of kwalifikasie van die betrokke werknemer nie.

(2) 'n Werknemer wat deur sy werkgever bevorder word om die werkzaamhede vermeld in klousules 4, 5, 7 en 8 van Deel II van hierdie Ooreenkoms te leer en te verrig ten einde werkondervinding op te doen, moet snags volg betaal word:

(a) Vir die eerste vier weke moet hy die loon betaal word wat voorgeskryf word vir die werkzaamheid wat hy voor die bevordering verrig het.

(b) Daarna moet hy, benewens die loon bedoel in paragraaf (a) hierbo, 50 persent betaal word van die verskil tussen die lone voorgeskryf vir die werkzaamhede wat voor en na die bevordering verrig is.

**31. ABATEMENT OF WAGES**

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

(2) No employee shall be required as part of his contract of service to board or lodge with his employer or at any place nominated by his employer or to purchase any goods or hire property from his employer.

**32. TERMINATION OF EMPLOYMENT**

(1) (a) An employer or his employee, other than a monthly-paid employee or his employer, shall give not less than one working day's notice to terminate the contract of employment.

(b) A monthly-paid employee or his employer who wishes to terminate the contract of employment shall give—

(i) during the first 30 days of employment as a monthly-paid employee, not less than 24 hours notice; and

(ii) after the first 30 days of employment as a monthly-paid employee, not less than two weeks' notice,

of termination of the contract of employment.

(2) The provisions of subclause (1) of this clause shall not affect the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient.

(3) Notwithstanding the provisions of subclause (1) hereof, an employer and employee may agree, in writing, to provide for a longer period of notice than that prescribed in subclause (1) of this clause.

(4) An employer or employee may terminate a contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice, an amount equal to not less than the appropriate wage for the period of notice prescribed in subclause (1) of this clause.

(5) The period of notice referred to in subclause (1) hereof shall not run concurrently with any period of annual leave, military service or sick leave.

**33. PROHIBITED EMPLOYMENT**

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

**34. BASIS OF PAYMENT**

(1) Notwithstanding anything to the contrary contained in this Agreement and subject to subclause (2) hereunder, payment for all work done shall be at the rate prescribed for the operation or operations performed, and shall not be based upon the technical skill or qualification of the employee concerned.

(2) An employee promoted by his employer to learn and perform the operation specified in clauses 4, 5, 7 and 8 of Part II of this Agreement in order to gain work experience, shall be paid as follows:

(a) For the first four weeks he shall be paid the wage prescribed for the operation which he performed before promotion.

(b) Thereafter, in addition to the wage referred to in paragraph (a) above, he shall be paid 50 per cent of the difference between the wages prescribed for the operation performed before and after promotion.

(c) Na agt weke moet hy die loon betaal word wat voorgeskryf word vir die werksaamheid waartoe hy bevorder is.

(3) 'n Werknemer wat kragtens hierdie klousule bevorder word, moet na die bevordering 'n proeftydperk van 60 dae deurloop.

### 35. NAGSKOFWERK

(1) Indien 'n werkgewer sy bedryfsinrigting sowel gedurende die dag as die nag wil laat werk, moet alle tyd wat tussen 18:00 en 06:00 gewerk word, geag word nagskofwerk te wees. Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en van wie vereis of wat toegelaat word om nagskofwerk te doen, moet benewens die voorgeskrewe loonskaal 'n verdere 15 persent van die voorgeskrewe skaal ontvang vir alle tyd gedurende die nagskof gewerk.

(2) Nagskofte gewerk word geag plaas te gevind het op die dag waarop die skof begin het, ongeag die feit dat dit op die volgende dag geëindig het, en vir die toepassing van klousule 10 (1) (c) moet daar beskou word dat openbare vakansiedae val op die dag waarop 'n skof begin het.

(3) Alle bepalinge van hierdie Ooreenkoms betreffende dagskofwerkers is *mutatis mutandis* in gelyke mate van toepassing op nagskofwerkers, en alle tyd deur nagskofwerkers gewerk ná die tyd van hul gewone skof in die betrokke bedryfsinrigting moet geag word oortyd te wees en daarvoor moet betaal word volgens die lone in klousule 10 voorgeskryf soos van toepassing op die dag waarop die skof begin het.

(4) Tyd deur werknemers gewerk ná voltooiing van die gewone skof in die betrokke bedryfsinrigting moet geag word oortyd te wees en daarvoor moet betaal word volgens die lone in klousule 10 voorgeskryf.

### 36. ONDERHOUDSTOELAE

Wanneer die werk van 'n werknemer vir wie lone in klousules 13 (28) en 14 (6) en (7) van Deel II van hierdie Ooreenkoms voorgeskryf word hom verhoed om vir die nag na sy gewone woonplek terug te keer, moet hy, benewens sy gewone besoldiging, 'n onderhoudstoelae betaal word van minstens—

- (a) as dit vir die werknemer nodig is om aandete en 'n bed te kry: R11,25;
- (b) as dit vir die werknemer nodig is om aandete, bed en ontbyt te kry: R12,75;
- (c) as dit vir die werknemer nodig is om bed, ontbyt, middagete en aandete te kry: R15,00.

### 37. UURLOON

(1) Ondanks andersluidende bepalinge in hierdie Ooreenkoms moet vir alle werk wat verrig word deur ander werknemers as opsigters of wachte of werknemers wat 'n vasgestelde week- of maandloon ontvang, volgens 'n uurloon betaal word, wat bepaal moet word deur die werklike weekloon te deel deur 44 of deur sodanige kleiner getal werkure as wat gewoonlik in 'n bedryfsinrigting gewerk word.

(2) Ten einde die uurloon van 'n maandeliks besoldigde werknemer vas te stel om die oortydloon te bereken wat aan sodanige werknemer verskuldig is, moet sy maandloon gedeel word deur 4,333 en daarna deur 44 of deur sodanige kleiner getal werkure as wat gewoonlik in 'n bedryfsinrigting gewerk word.

(3) By die bepaling van die werklike week- of maandloon van 'n werker wat nagskof werk, moet daarby ingesluit word die bykomende 15 persent van die voorgeskrewe loon in klousule 35 bedoel.

(c) After eight weeks, he shall be paid the wage prescribed for the operation to which he was promoted.

(3) An employee promoted in terms of this clause shall be on a trial period for 60 days after promotion.

### 35. NIGHT-SHIFT WORK

(1) Should an employer require to operate his establishment both during the day and night, any time worked after 18:00 until 06:00 shall be regarded as night-shift work. All employees for whom wages are prescribed in this Agreement and who are required or permitted to perform night-shift work shall, in addition to the prescribed wage rate, receive an additional 15 per cent of the prescribed rate for all time worked during the night shift.

(2) Night shifts worked shall be deemed to have taken place on the day on which the shift commenced, irrespective of the fact that it terminated on the day following, and for the purposes of clause 10 (1) (c) public holidays shall be observed as falling on the day on which a shift commenced.

(3) All provisions of this Agreement relating to day-shift workers shall *mutatis mutandis* apply equally to night-shift workers, and all time worked by night-shift workers after the time of their usual shift in the establishment concerned shall be regarded as overtime and paid for at the rates prescribed in clause 10 as applying to the day on which the shift commenced.

(4) All time worked by employees after the completion of the usual shift in the establishment concerned shall be regarded as overtime and shall be paid for at the rates prescribed in clause 10.

### 36. SUBSISTENCE ALLOWANCE

Whenever the work of an employee for whom wages are prescribed in clauses 13 (28) and 14 (6) and (7) of Part II of this Agreement precludes him from returning to his normal place of residence for his night's rest, he shall be paid, in addition to his ordinary remuneration, a subsistence allowance of not less than—

- (a) where it is necessary for the employee to obtain an evening meal and a bed: R11,25;
- (b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R12,75;
- (c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R15,00.

### 37. HOURLY RATE

(1) Notwithstanding anything to the contrary in this Agreement, all work performed by employees, other than employees in receipt of a fixed weekly or monthly wage, shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or such lesser number of hours ordinarily worked by an establishment.

(2) In order to determine the hourly rate of a monthly-paid employee in order to calculate the overtime pay that may be due to such employee, his monthly wage shall be divided by 4,333 and thereafter by 44 or such lesser number of hours ordinarily worked by an establishment.

(3) In determining the actual weekly or monthly wage of any worker engaged in night-shift work there shall be included therein the additional 15 per cent of the prescribed rate referred to in clause 35.



**38. MAANDSTAAT**

(1) Alle betalings wat aan die Raad gedoen moet word ingevolge klousules 12, 13, 17 en 43 van hierdie Ooreenkoms en klousule 8 van die Voorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2013 van 11 Julie 1969, klousule 8 van die Ooreenkoms van die Siekefonds van die Meubelnywerheid, Wes-Kaapland, gepubliseer by Goewermentskennisgewing No. R. 919 van 4 Mei 1979, en klousule 4 van die Opleidingsfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1812 van 25 Augustus 1989, moet vergesel gaan van 'n staat in die vorm voorgeskryf in Aanhangel A van hierdie Ooreenkoms.

(2) 'n Werkgewer op wie die bepalings van hierdie Ooreenkoms, met uitsondering van die bepalings vervat in klousules 18, 21 en 24, nie van toepassing is nie en van wie melding gemaak word in klousule 1(3), moet aan die Sekretaris van die Raad 'n maandstaat in die vorm voorgeskryf in Aanhangel A. I van hierdie Ooreenkoms aanstuur.

(3) Enige gelde wat die Raad van 'n werkgewer ontvang as betaling ingevolge subklousule (1) moet, met inagneming van alle bedrae wat dan deur daardie werkgewer aan die Raad verskuldig is, na die uitsluitlike goeddunke van die Raad toegewys word aan en verreken word—

- (a) teen die bedrae wat op die datum van sodanige betaling vir die langste tydperk aan die Raad verskuldig is, ongeag die oogmerk van of enige aanduiding gegee deur gemelde werkgewer ten tyde van die betaling ten opsigte van die toewysing van sodanige betaling; of
- (b) op 'n *pro rata*-grondslag, teen enige bedrae wat aan die Raad verskuldig is.

**39. SIEKTEVERLOF**

(1) 'n Werkgewer moet aan 'n werknemer wat by hom in diens is en wat weens ongeskiktheid van sy werk afwesig is, siekteverlof toestaan van altesaam—

- (a) minstens 10 werkdade in die geval van 'n werknemer wat vyf dae in 'n week werk; en
- (b) minstens 12 werkdade in die geval van alle ander werknemers;

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom en moet aan sodanige werknemer ten opsigte van die tydperk van afwesigheid ooreenkomstig hierdie subklousule 'n bedrag betaal gelyk aan minstens die besoldiging wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het. Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooiide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooiide maand diens;
- (ii) 'n werkgewer as opskortende voorwaarde vir die betaling, deur hom, van enige bedrag waarop 'n werknemer ooreenkomstig hierdie subklousule ten opsigte van afwesigheid van werk vir 'n langer tydperk as twee agtereenvolgende dae aanspraak maak, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en indien 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede betaling ooreenkomstig hierdie subklousule ontvang het sonder om sodanige sertifikaat in te dien, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die laaste geleentheid volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê.

**38. MONTHLY STATEMENT**

(1) All payments to be made to the Council in terms of clauses 12, 13, 17 and 43 of this Agreement and clause 8 of the Provident Fund Agreement published under Government Notice No. R. 2013 of 11 July 1969, clause 8 of the Sick Fund of the Furniture Industry, Western Cape, Agreement published under Government Notice No. R. 919 of 4 May 1979, and clause 4 of the Training Fund Agreement published under Government Notice No. R. 1812 of 25 August 1989, shall be accompanied by a statement in the form prescribed in Annexure A to this Agreement.

(2) An employer to whom the provisions of this Agreement, save for those contained in clauses 18, 21 and 24, do not apply and to whom reference is made in clause 1 (3) shall forward to the Secretary of the Council a monthly statement in the form prescribed in Annexure A. I to this Agreement.

(3) Any moneys received by the Council from an employer as payment in terms of subclause (1) shall, taking into account all amounts then owing to the Council by that employer, in the sole discretion of the Council, be allocated to and set off—

- (a) against such amounts as have, at the date of such payment, been owing to the Council for the longest period of time, regardless of the intention of or any indication given by the said employer at the time of payment in respect of allocation of such payment; or
- (b) on a *pro rata* basis, against any amounts owing to the Council.

**39. SICK LEAVE**

(1) An employer shall grant to any employee employed by him and who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 10 working days; and
- (b) in the case of every other employee, not less than 12 working days;

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay such employee in respect of the period of absence in terms of this subclause an amount of not less than the remuneration he would have received had he worked during such period: Provided that—

- (i) during the first 12 consecutive months of employment an employee shall not be entitled to sick leave on fully pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and in the case of every other employee, one working day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such certificate, his employer may, during the period of eight weeks immediately succeeding the last occasion, require him to produce such a certificate in respect of any absence from work.

(2) Vir die toepassing van hierdie klousule—

(a) omvat "diens" 'n tydperk wat 'n werknemer—

- (i) kragtens klousule 13 met verlof is;
- (ii) kragtens subklousule (1) met siekteverlof is;
- (iii) kragtens klousule 46 met deernisverlof is;
- (iv) op las of op versoek van sy werkgever van sy werk afwesig is;
- (v) ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957), militêre diens verrig;

en wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke in subparagrafe (i), (ii), (iii) en (iv) bedoel, plus hoogstens vier maande van enige tydperk van militêre diens in subparagraaf (v) bedoel en wat in daardie jaar verrig is; en

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as sodanige onvermoë om te werk te wyte is aan 'n ongeluk of vergoedingspligtige siekte waarvoor daar ingevolge die Ongevalwet, 1941 (Wet No. 30 van 1941), vergoeding betaalbaar is, sodanige onvermoë slegs geag word ongeskiktheid te wees gedurende 'n tydperk waarvoor daar geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

(3) Hierdie klousule is nie van toepassing nie op werknemers wat lede is van die Siekefonds van die Meubelnywerheid, Wes-Kaapland, wat voortgesit is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 919 van 4 Mei 1979.

#### 40. PROEFTYDPERK

Die eerste 10 dae van 'n werknemer se diens by sy werkgever, is 'n proeftydperk waartydens die beëindiging van sy diens onderworpe is aan klousule 32.

#### 41. KRAAMVERLOF EN TYDELIKE KONTRAKWERKNEMERS

(1) 'n Vroulike werknemer is geregtig op onbetaalde kraamverlof soos hieronder bepaal: Met dien verstande dat die werknemer vir dieselfde werkgever gewerk het vir 'n tydperk van 12 agtereenvolgende maande (onbetaalde verlof uitgesluit) onmiddellik voor sodanige kraamverlof:

- (a) Die kraamverlof is vir 'n tydperk van hoogstens ses maande vanaf 'n datum wat vier weke voor die verwagte datum van bevalling begin.
- (b) Gedurende sodanige verlof moet die werknemer 'n waarborg van herindiensneming hê op dieselfde voorwaardes wat van toepassing was op die datum toe haar kraamverlof begin het.
- (c) Indien sodanige voorwaardes gedurende haar kraamverlof verander word deur 'n wysiging van enige van die Ooreenkomste onder die Raad se beheer, sal sodanige nuwe voorwaardes dan van toepassing wees.

(2) Die kraamverlof met die waarborg van herindiensneming is onderworpe aan die volgende voorwaardes:

- (a) Die werknemer wat met kraamverlof is, moet haar werkgever minstens vyf dae kennis gee van haar voorneme om terug te keer na haar werk.
- (b) Die werknemer mag vir 'n tydperk van agt weke na die datum van die bevalling nie na haar werk terugkeer nie.
- (c) Wanneer die werknemer na haar werk terugkeer, moet bewys van die bevalling aan die werkgever voorgeleë word, in die vorm van 'n geboortesertifikaat, of sterfertifikaat in die geval van 'n doodgebore kind, of mediese sertifikaat in die geval van 'n miskraam.

(2) For the purposes of this clause—

(a) "employment" shall include any period during which an employee—

- (i) is on leave in terms of clause 13;
- (ii) is on sick leave in terms of subclause (1);
- (iii) is on compassionate leave in terms of clause 46;
- (iv) is absent from work on the instructions or at the request of his employer;
- (v) is doing military service in pursuance of the Defence Act, 1957 (Act No. 44 of 1957);

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii), (iii) and (iv) plus up to four months of any period of military service referred to in subparagraph (v) and done in that year; and

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) The provisions of this clause shall not apply in respect of employees who are members of the Sick Fund of the Furniture Industry, Western Cape, continued in terms of the Agreement published under Government Notice No. R. 919 of 4 May 1979.

#### 40. TRIAL PERIOD

An employee's first 10 working days of employment with his employer shall be a trial period, during which the termination of such employment shall be subject to clause 32.

#### 41. MATERNITY LEAVE AND TEMPORARY CONTRACT EMPLOYEES

(1) A female employee shall be entitled to unpaid maternity leave as provided hereunder: Provided that the employee has worked for the same employer for a period of 12 consecutive months (excluding unpaid leave) immediately preceding such maternity leave:

- (a) The maternity leave shall be for a period not exceeding six months, commencing one month prior to the expected date of her confinement.
- (b) During such leave, the employee shall have a guarantee of re-employment on the same terms and conditions which applied at the date of her going on leave.
- (c) Should such terms and conditions have been altered during her maternity leave by an amendment to any of the Agreements under the Council's jurisdiction, such new terms and conditions shall then apply.

(2) The maternity leave with the guarantee of re-employment shall be subject to the following conditions:

- (a) The employee on maternity leave shall give her employer not less than five days notice of her intention to return to work.
- (b) The employee shall not be permitted to return to work for a period of eight weeks after the date of the confinement.
- (c) 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 death certificate in the case of still-born child, or medical certificate in the case of a miscarriage.



- (d) Die werkgever kan 'n tydelike werknemer in diens neem in dieselfde kategorie as die werknemer aan wie kraamverlof toegestaan is op 'n tydelike kontrakoor-eenkoms vir die tydperk van afwesigheid van die werk-nemer aan wie kraamverlof toegestaan is.
- (e) Gedurende die tydperk in paragraaf (d) bedoel, is al die bepalings van die Ooreenkomste wat deur die Raad geadministreer word van toepassing op die werkgever en die tydelike werknemer.
- (f) Die dienste van 'n tydelike werknemer wat in diens geneerm is ingevolge hierdie klousule kan beëindig word deur die werkgever of die werknemer soos in klousule 32 hiervan bepaal.

#### 42. UITTREETLOON

(1) By die beëindiging van 'n werknemer se dienskontrak as gevolg van enige van die volgende:

- (a) Personeelvermindering;
- (b) korttyd;
- (c) posbesnoeiing.

moet sodanige werknemer 'n uitteeloon van sy werkgever ontvang: Met dien verstande dat die werknemer een jaar ononderbroke diens by daardie werkgever gelewer het.

(2) Die bedrag van enige uitteeloon betaalbaar deur die werkgever aan die werknemer ingevolge subklousule (1) hierbo, is die som van—

- (a) een week se loon; plus, daarna
- (b) een bykomende week se loon vir elke voltooid jaar diens tot 'n maksimum van 14 weke se lone.

(3) Vir die toepassing van hierdie klousule, word die uit-drukings vermeld in klousule (1) (a), (b) en (c) soos volg omskryf:

“personeelvermindering” beteken dat werknemers hul werk verloor as gevolg van 'n daling in die ekono-miese sake van 'n bedryfsinrigting, en dat werknemers in sekere poste hul werk verloor maar dat sodanige poste weer gevul kan word sodra die ekonomiese sake van die bedryfsinrigting verbeter;

“korttyd” beteken 'n vermindering van die aantal ge-wone werkure in 'n bedryfsinrigting weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarraking van die installasie of masjinerie veroor-saak deur ongelukke of ander onvoorsiene noodge-valle;

“posbesnoeiing” beteken dat 'n pos permanent oor-bodig word as gevolg van herorganisasie of tegnolo-giese verandering en dat daar gevolglik geen moontlik-heid bestaan dat werknemers wat hul werk as gevolg van posbesnoeiing verloor, in hul vorige poste herin-diensgeneem kan word nie.

#### 43. HEFFINGS BETAALBAAR DEUR WERKGEWERS WAT LEDE VAN DIE WERKGEWERSORGANISASIE IS

(1) Elke werkgever wat 'n lid is van die Cape Furniture Manufacturers' Association moet enige heffing verskuldig en betaalbaar deur lede van die Association ingevolge sy konstitu-sie aan die Sekretaris van die Raad stuur voor of op die 15de dag van elke maand wat volg op dié waarvoor sodanige heffings verskuldig was.

(2) (a) 'n Werkgever wat met betalings ingevolge sub-klousule (1) agterstallig is en wat, nadat hy deur die Raad skriftelik gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. 'n Werkgever op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klou-sule op die maandelikse grondslag waarvoor in subklousule (1) voorsiening gemaak word.

- (d) The employer shall be permitted to employ a tempo-rary employee in the same category as the employee who has been granted maternity leave on a temporary contract agreement for the period of absence of the employee who has been granted maternity leave.
- (e) During the period referred to in paragraph (d), all the provisions of the Agreements administered by the Council shall apply to the employer and the temporary employee.
- (f) The services of a temporary employee employed in terms of this clause may be terminated by the em-ployer or employee as provided for in clause 32 hereof.

#### 42. SEVERANCE PAY

(1) On the termination of an employee's contract of em-ployment as a result of any of the following:

- (a) Retrenchment;
- (b) short time;
- (c) redundancy.

such employee shall receive from his employer severance pay: Provided that the employee has served one year's conti-nuous service with such employer.

(2) The amount of any severance pay payable by the em-ployer to the employee pursuant to subclause (1) above shall be the sum of—

- (a) one week's wages; plus thereafter
- (b) one additional week's wages for each completed year of service up to a maximum of 14 week's wages.

(3) For purposes of this clause, the terms mentioned in subclause (1) (a), (b) and (c) shall be defined as follows:

“retrenchment” means that employees lose their em-ployment as a result of a downturn in the economic af-fairs of an establishment, and that employees in certain positions lose their employment but that these positions are likely to be filled if the economic affairs of the estab-lishment improve;

“short time” means a reduction in the number of ordi-nary working hours in an establishment owing to slack-ness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

“redundancy” means that a position becomes perma-nently superfluous as a result of reorganisation or tech-nological change, and that, consequently, there is no possibility of employees who lose their employment through redundancy being re-employed in their previous positions.

#### 43. LEVIES PAYABLE BY EMPLOYERS WHO ARE MEMBERS OF THE EMPLOYERS' ORGANISATION

(1) Every employer who is a member of the Cape Furni-ture Manufacturers' Association shall forward any levy due and payable by members of the Association in terms of its constitution to the Secretary of the Council by not later than the 15th day of each month following that in respect of which such levies fall due.

(2) (a) An employer who is in arrear with payments in terms of subclause (1) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of such warning, shall upon being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (1).

(b) 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 rente op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, soos gewysig, bereken vanaf sodanige 15de dag tot op die dag waarop die betaling werklik deur die Raad ontvang word en moet hy die rente ook betaal: Met dien verstande dat die Raad na goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld. Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal, en die Raad kan na goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitale bedrag.

#### 44. VERLOF VAN WERKWINKELVERTEENWOORDIGERS

Ten einde opleidingskursusse en/of opleidingseminare by te woon wat gereël word deur die vakvereniging wat 'n party by hierdie Ooreenkoms is, is werkwinkelverteenwoordigers geregtig op drie dae verlof per jaar met besoldiging en senior werkwinkelverteenwoordigers op ses dae verlof per jaar met besoldiging, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, onderworpe aan die volgende voorwaardes:

- (a) Die naam/name van die gekose senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordiger(s) moet deur die vakvereniging aan die werkgewer bekendgemaak word.
- (b) Die verlofsiklus tree in werking op 1 Januarie van elke jaar. Verlof wat nie deur 'n senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordiger geneem word nie, moet toeval aan 'n nuut gekose senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordiger gedurende 'n enkele verlofsiklus. Verlof is nie oploopbaar of van een werkgewer aan 'n ander werkgewer oordraagbaar nie.
- (c) Werkwinkelverteenwoordigers se verlof moet slegs gedurende die eerste agt kalendermaande van die jaar geneem word.
- (d) Die vakvereniging moet die inhoud van die opleidingskursusse en/of opleidingseminare minstens sewe dae vooraf aan die werkgewer beskikbaar stel.
- (e) Die vakvereniging moet vooraf reëlings met 'n werkgewer tref vir die vrystelling van die senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordigers. Hoogstens 50 persent van die gekose senior werkwinkelverteenwoordigers en/of werkwinkelverteenwoordigers by 'n bepaalde werkgewersfirma mag op 'n spesifieke dag die opleidingskursus en/of opleidingseminaar bywoon.
- (f) Daar mag nie van 'n senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordigers van 'n enkele werkgewersfirma vereis word om 'n opleidingskursus en/of opleidingseminaar op/oor agtereenvolgende dae by te woon nie.
- (g) Die vakvereniging moet die werkgewer van skriftelike bewys voorsien dat die opleidingskursus en/of opleidingseminaar waarvoor die verlof met besoldiging toegestaan is, deur die spesifieke senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordigers bygewoon is.

(b) 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 employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, 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. In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

#### 44. SHOP STEWARDS' LEAVE

For the purpose of attending training courses and/or training seminars arranged by the trade union which is a party to this Agreement, shop stewards shall be entitled to three days' paid leave per annum and senior shop stewards to six 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 name/s of the senior shop steward and/or shop steward/s elected shall be conveyed to the employer by the trade union.
- (b) The leave cycle shall commence on 1 January of each year. Leave not taken by a senior shop steward and/or shop steward shall accrue to a newly elected senior shop steward and/or shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another.
- (c) Shop stewards' leave shall be taken only during the first eight calendar months of the year.
- (d) The trade union shall make the training course and/or training seminar content available to the employer at least seven days in advance.
- (e) Prior arrangements shall be made by the trade union with an employer for the release of the senior shop steward and/or shop stewards. Not more than 50 per cent of elected senior shop stewards and/or shop stewards at any particular employer firm shall attend the training course and/or training seminar on any particular day.
- (f) A senior shop steward and/or shop stewards from any one employer firm shall not be required to attend a training course and/or training seminar on/over consecutive days.
- (g) The trade union shall furnish the employer with written proof that the training course and/or training seminar, for which purpose the paid leave was granted, was attended by the particular senior shop steward and/or shop stewards.



- (h) Die aantal werkwinkelverteenvoordigers wat by 'n bepaalde bedryfsinrigting gekies word, moet in die verhouding wees van hoogstens een vir die eerste 50 werknemers en 'n bykomende werkwinkelverteenvoordiger vir elke bykomende 50 werknemers by sodanige bedryfsinrigting.
- (i) 'n Senior werkwinkelverteenvoordiger moet slegs gekies word by 'n werkgewersfirma indien daar nog twee of meer werkwinkelverteenvoordigers is.

#### 45. VERPLIGTE AFTREE-OUERDOM

(1) 'n Werknemer wat na 6 Mei 1991 tot die Nywerheid toetree, moet op die ouderdom van 65 jaar aftree.

(2) Behoudens subklousule (3) hiervan moet 'n werknemer wat op 6 Mei 1991 in die Nywerheid in diens was en wat op hierdie datum reeds die ouderdom van 60 jaar of meer bereik het, aftree by verstryking van 'n tydperk van vyf jaar vanaf 6 Mei 1991.

(3) 'n Werkgewer wat ingevolge klousule 18 van die Ooreenkoms by die Raad geregistreer is, en elke werknemer wat in die Nywerheid in diens is op die datum waarop hierdie Ooreenkoms in werking tree, moet aanvaarbare dokumentêre bewys van die werknemer se ouderdom aan die Raad voorlê.

#### 46. DEERNISVERLOF

'n Werknemer is geregtig op twee dae verlof per jaar met besoldiging met die oorlye van enige van die volgende lede van sy gesin:

- (a) 'n ouer;
- (b) 'n kind; of
- (c) 'n gade;

Met dien verstande dat bewys van die oorlye tot bevrediging van die werkgewer gelewer word.

#### 47. WEEKLIKSE OPGAWES VAN WERKNEMERS

Alle werkgewers moet voor of op die Vrydag wat volg op die betaaldag van die betrokke week, by die Raad 'n opgawe soos omskryf in Aanhangsel E van hierdie Ooreenkoms indien, waarin besonderhede verstrekkend word van werknemers wat in die loop van enige week in diens geneem is, ontslaan is of bedank het.

#### 48. LOS WERKNEMERS

(1) Los werknemers moet by enige bepaalde bedryfsinrigting in die volgende getelsverhoudinge aangestel word:

Een los werknemer vir die eerste vyf werknemers wat die loon voorgeskryf by klousule 13 van Deel II van hierdie Ooreenkoms ontvang, en nog een vir elke bykomende vyf werknemers wat die loon voorgeskryf by bogenoemde klousule ontvang.

(2) Geen werkgewer mag 'n los werknemer langer as drie maande in diens hê nie.

### DEEL II

Die lone wat hieronder voorgeskryf word, is van toepassing ooreenkomstig klousule 26 van Deel I van die Ooreenkoms.

1. Met uitsondering van die werknemers bedoel in klousules 2 tot en met 15 hieronder, moet elke werknemer in diens in al of enige van die werksaamhede wat in die Meubelnywerheid verig word op die datum waarop hierdie Ooreenkoms in werking tree, minstens die minimum loon betaal word wat hieronder voorgeskryf word: Met dien verstande dat daar vir elke nuwe werksaamheid wat ingestel word en wat nie in klousules 2 tot en

(h) The number of shop stewards elected at any particular establishment shall be in the ratio of not more than one for the first 50 employees and an additional one for every additional 50 employees at such establishment.

- (i) A senior shop steward shall only be elected at an employer firm if there are a further two or more shop stewards.

#### 45. COMPULSORY RETIREMENT AGE

(1) An employee entering the Industry after 6 May 1991 shall retire at the age of 65 years.

(2) Subject to the provisions of subclause (3) hereof, any employee who was employed in the Industry as at 6 May 1991 and who had attained the age of 60 years or more at this date, shall retire at the expiry of a period of five years as from 6 May 1991.

(3) Any employer registered with the Council in terms of clause 18 of the Agreement, and every employee employed in the Industry as at the date on which this Agreement comes into operation, shall submit acceptable documentary proof of the employee's age to the Council.

#### 46. COMPASSIONATE LEAVE

An employee shall be entitled to two days' paid leave per annum on the death of any of the following members of his family:

- (a) a parent;
- (b) a child; or
- (c) a spouse;

Provided that proof of death is furnished to the employers' satisfaction.

#### 47. WEEKLY RETURN OF EMPLOYEES

Every employer shall submit to the Council a statement in the form prescribed in Annexure E to this Agreement, reflecting particulars of employees engaged, discharged, or who resigned during any one week, not later than the Friday following the pay-day of the week to which the statement relates.

#### 48. CASUAL EMPLOYEES

(1) Casual employees shall at any particular establishment be employed in the following ratios:

One casual employee for the first five employees in receipt of the wage specified in clause 13 of Part II of this Agreement, and an additional one for every additional five employees in receipt of the wage specified in the above clause.

(2) No employer shall employ a casual employee for longer than three months.

### PART II

The wages prescribed hereunder shall apply in accordance with clause 26 of Part I of the Agreement:

1. With the exception of the employees referred to in clause 2 to 15, inclusive, hereunder, each and every employee engaged in all or any of the operations performed in the Furniture Manufacturing Industry at the date of coming into operation of this Agreement shall be paid not less than the minimum wage prescribed hereunder: Provided that any new operation introduced and not specified in clauses 2 to 15 inclusive shall be paid for at

met 15 vermeld word nie, betaal moet word teen minstens die minimum loon by hierdie klousule voorgeskryf word, tot tyd en wyl die Raad die loonskaal vir die werksaamheid vasgestel het.

Vir die tyd-  
perk wat op  
30/6/94 ein-  
dig

R

Minimum loon per week..... 334,40

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

Vir die eerste jaar, 50 persent van die loon by klousule 1 voorgeskryf.

Vir die tweede jaar, 60 persent van die loon by klousule 1 voorgeskryf.

Vir die derde jaar, 70 persent van die loon by klousule 1 voorgeskryf.

Vir die vierde jaar, 80 persent van die loon by klousule 1 voorgeskryf.

Daarna, die lone by klousule 1 voorgeskryf.

3. Proefleerlinge werksaam in 'n ambag of vertakking van 'n ambag aangewys kragtes die Wet op Mannekragopleiding, 1981, gedurende die gemagtigde proeftydperk: 50 persent van die loonskaal by klousule 1 hierbo voorgeskryf.

4. Werknemers wat—

veer- of vaste bassisse van beddens stof-  
feer. } 283,80

5. Werknemers wat—

- (1) gate boor;
- (2) kussings met veerbinnewerk en/of vereenhede vul;
- (3) klaargemaakte rottangmatte vassit;
- (4) tapgate slegs op tapmasjien boor;
- (5) tapsny slegs op enkelkoptapsnymasjien;
- (6) die uitholmasjien bedien om uitholings vir slotte en skaniere te sny;
- (7) 'n dromskuurder, oopskyfskuurder tolskuurder en lugge vulde skuurder opstel en/of bedien maar geen bruining, mengwerk of polering nie— en alle ander werksaamhede wat met 'n wyebandskuurder gedoen kan word, verrig;
- (8) een of meer van die volgende masjiene opstel en/of bedien en/of werk daarmee verrig;
  - (a) 'n uitsnysaag;
  - (b) 'n guillotine;
  - (c) 'n baldklamp;
- (9) knope aanwerk, uitgesonderd die aanwerk van knope met die hand by diamantvormige deurstikwerk.

262,90

6. Werknemers wat—

- (1) was aansit;
- (2) soliede hout met die hand of meganies buig of lamelleer;
- (3) meubels bleik;
- (4) alle soorte boutwerk doen, uitgesonderd die aansit van slotte, skaniere, alle soorte ornamente en handvatsels wat nie in subklousule (8) gemeld word nie;
- (5) met die hand of 'n draagbare skuurder en/of fynskuurmasjien bruineer en/of mengwerk doen;
- (6) gate, barste en/of grofdradige oppervlakke in meubels met houtvulsel, gips of dergelike stowwe vul;
- (7) rolwielietjies, sokke, koepels, skroef-sokke of moere, moederksels, beslagringe en glystukke aansit;
- (8) handvatsels deur middel van skroewe, boute, moere en skroefboute deur vooraf geboorde gate vasheg;

242,00

not less than the minimum wage prescribed in this clause until such time as the Council has determined the wage rate for the operation.

For the  
period ending  
30/6/94

R

Minimum wage per week..... 334,40

2. Trainees employed in learning the operations covered by clause 1 of Part II of the Agreement:

For the first year, 50 per cent of the wage rate prescribed in clause 1.

For the second year, 60 per cent of the wage rate prescribed in clause 1.

For the third year, 70 per cent of the wage rate prescribed in clause 1.

For the fourth year, 80 per cent of the wage rate prescribed in clause 1.

Thereafter, the wages prescribed in clause 1.

3. Probationers engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, during the authorised probation period: 50 per cent of the wage rate prescribed in clause 1 above.

4. Employees engaged in—

upholstering of spring or firm bed basis. } 283,80

5. Employees engaged in—

- (1) boring holes;
- (2) filling cushions with spring interiors and/or spring units;
- (3) fixing ready-made cane mats;
- (4) morticing on the mortice machine only;
- (5) tenoning on a single head tenoning machine only;
- (6) operating the hinge recessing machine to cut recesses for locks and hinges;
- (7) setting up and/or operating drum sander, open belt sander, wide belt sander, open disc sander, bobbin sander and air filled, but excluding burnishing, compounding or polishing, and all other operations that can be performed on a wide belt sander;
- (8) setting up and/or operating and/or performing work with one or more of the following machines;
  - (a) jig saw;
  - (b) guillotine;
  - (c) leaf-cramp;
- (9) buttoning, other than diamond quilted buttoning where it is done by hand.

262,90

6. Employees engaged in—

- (1) applying wax;
- (2) bending or laminating solid timber by hand or mechanical process;
- (3) bleaching of furniture;
- (4) bolting all types, excluding the attachment of locks, hinges, all types of ornaments and handles not provided for in subclause (8);
- (5) burnishing and/or compounding by hand or portable sander and/or buffer;
- (6) filling holes, cracks and/or open grain surfaces of furniture with wood filler, plaster of parts or similar substances;
- (7) fitting castors, sockets, domes, thread sockets or nuts, nut covers, ferules and glides;
- (8) fixing handles by screws, bolts and nuts, and screwbolts, through prebored holes;

242,00



| Vir die tyd-<br>perk wat op<br>30/6/94 ein-<br>dig<br>R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | For the<br>period ending<br>30/6/94<br>R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| <p>(9) singelband en/of plaasvervangers aansit, kronkelvere aan sodanige singelband en/of plaasvervangers aansit, maar nie sodanige kronkelvere vaswoel nie. Dié werk sluit die bedekking van vere op watter manier ook al uit;</p> <p>(10) bedysters, bedarmpies, hangerboute en plate aansit;</p> <p>(11) heliese vere en/of sigsag-of nie-in-sakveerwerk inhaak;</p> <p>(12) ornamentele kraallyswerk van plastiek of metaal in gemaakte groewe plaas;</p> <p>(13) houttappen en penne met die hand en/of 'n masjien maak en/of aspits;</p> <p>(14) rande verf en/of vul voor polering of bespuiting;</p> <p>(15) riempiewerk doen (riempies aan stoele, bankies en rusbanke vasheg);</p> <p>(16) politoer of verf van gepoleerde of ge-verfde meubels verwyder;</p> <p>(17) met die hand en/of draagbare skuurder skuur, ongeag of die artikel wat geskuur word, stilstaan of draai en/of die draagbare skuurder los of vas is;</p> <p>(18) metaal bespuit;</p> <p>(19) slegs met die hand beits, olie en/of hernuwe en oortollige olie en grint uit binnestes verwyder;</p> <p>(20) die agtergrond van houtsnijwerk stip-pel;</p> <p>(21) onderstukke aan gestoffeerde artikels vasspyker en rugkante van karton, kaliko of soortgelyke materiaal aan gestoffeerde kopplanke vasspyker;</p> <p>(22) laaghout aan los sitplekrame vasspyker voordat dit gestoffeer word;</p> <p>(23) klapperhaar of ander materiaal met 'n masjien uitpluis;</p> <p>(24) slegs met die hand meubels opknop wat bespuit en afgewerk is met 'n lak-verniss wat gepigmenteer maar nie deurskynend is nie;</p> <p>(25) deure en toebehore van meubels afskroef sodat sodanige deure en meubels bewas of gepoleer kan word;</p> <p>(26) spieëls deur middel van kleefband vas-sit;</p> <p>(27) vloebestrykingsmasjiene voer en/of onttlaai en/of bedien, maar nie opstel nie;</p> <p>(28) gaas of luidsprekers en/of ander pa-nelle vaskram;</p> <p>(29) gevormde versierwerk maak slegs vir uitsnywerk;</p> <p>(30) alle bouwerk, met inbegrip van die vas-bout van toebehore;</p> <p>(31) karton of plaasvervangers daarvan aan kaal rame vasspyker of vaskram.</p> | <p>(9) fixing webbing and/or substitutes, attaching of coil springs to such webbing and/or substitutes, but ex-cluding the lashing of such coil springs, but excluding the covering of any springs in any manner what-soever;</p> <p>(10) fixing bed irons, bed brackets, hanger bolts and plates;</p> <p>(11) hooking on helical springs and/or zigzag or no-sag type of springing;</p> <p>(12) inserting ornamental plastic or metal beading into prepared grooves;</p> <p>(13) making and/or pointing wooden dowels and pins by hand and/or machine;</p> <p>(14) painting and/or filling edges prior to polishing or spraying;</p> <p>(15) riempie work (the attachment of riempies to chairs, stools and couches);</p> <p>(16) removing polish or paint from polished or painted furniture;</p> <p>(17) sandpapering by hand and/or portable sander, regardless of whether the ar-ticle sand papered is stationary or rotating and/or whether the portable sander is fixed or loose;</p> <p>(18) spraying metal;</p> <p>(19) staining, oiling and/or reviving by hand only, and the removal of surplus oil and grit from interiors;</p> <p>(20) stippling the background of carving;</p> <p>(21) tacking on bottoms to upholstered arti-cles and of cardboard, calico or similar material backs to upholstered head-boards;</p> <p>(22) tacking plywood on to loose seat frames prior to upholstery;</p> <p>(23) teasing coir or other materials by machine;</p> <p>(24) touching up by hand only furniture sprayed and finished with a pigmented but not translucent lacquer;</p> <p>(25) unscrewing doors and fittings from fur-niture so that such doors and furniture can be waxed or polished;</p> <p>(26) attaching mirrors by means of adhe-sive tape;</p> <p>(27) feeding and/or off-loading and/or operating flow coating machines, but excluding the setting up thereof;</p> <p>(28) stapling gauze on to loudspeakers and/or other panels;</p> <p>(29) making moulded embellishments for carving only;</p> <p>(30) all bolting, including the bolting of fittings;</p> <p>(31) tacking or stapling cardboard or any substitutes to bare frames.</p> |
| 242,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 242,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 244,20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 244,20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 242,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 242,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7. Werknemers wat—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 7. Employees engaged in—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>(1) beddegoed maak, waarby bedoel word die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeelte, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, katoenvulsel, haarveselwol, vere, gras, kaf, strooi, rubber, of 'n ander dergelyke stof; of 'n kominasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede, kopkussings, stoel-kussings, peule, bomatrasse, bed-spreiei; veermatrasdrade, ketting-veermase, mase, spiraalvere en heliese vere aan rame vir beddegoed, aanklip en/of aanhaak, maar met uitsluiting van die diverse werksaamhede in klousules 8, 9 en 14 (9);</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>(1) bedding making, which means the manufacture by hand or mechanical appliance, either in whole or in part, of all types of mattresses filled with coir, hairlock, flock, cotton wadding, hair fibre wool, feathers, grass, chaff, straw, rubber, or any other similar materials; or any combination of spring interiors, all types of wire springs, chain and/or spiral springs, mesh springs, helical springs, all types of spring and/or spring units, pillows, cushions, bolsters, overlays, quilts; the knocking on and/or hooking on of spring mattress wires, chain spring meshes, spiral springs and helical springs to frames for bedding, but excluding the sundry operations contained in clauses 8, 9 and 14 (9);</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 262,90                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 262,90                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Vir die tyd-<br>perk wat op<br>30/6/94 ein-<br>dig<br>R |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | For the<br>period ending<br>30/6/94<br>R |
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| (2) stoelkussings met veerbinnewerk en/of<br>veereenhede vul;<br>(3) vulsel spreid of veereenhede wat in<br>matrasse en stoelkussings gebruik<br>word;<br>(4) 'n topdeurstikmasjien bedien;<br>(5) rame en rollers vir die topdeurstikmas-<br>jien berei;<br>(6) rolkantwerk met die hand of 'n masjien<br>doen;<br>(7) matrastoppe, hetsy gestik of nie, in<br>posisie vassit om 'n vooraf geboude<br>binnewerk of binneveermatras te bou;<br>(8) deurgevlegte kussinkies met die hand<br>of 'n masjien aan veereenhede vassit,<br>vasstik of vaskram;<br>(9) rande systik;<br>(10) vulsel met die hand of 'n masjien in<br>matrasslope instop;<br>(11) bande aan kante van 'n binneveer-<br>matras vasstik;<br>(12) kwassies met die hand of 'n masjien<br>maak;<br>(13) veermaas vleg.                                                                                                                                                                                                                                                                                                                                                            | 262,90                                                  | (2) filling of cushions with spring interiors<br>and/or spring units;<br>(3) laying out filling material upon a spring<br>unit used in mattresses and cushions;<br>(4) operating a top quilting machine;<br>(5) preparing frames and rollers for the top<br>quilting machine;<br>(6) roll edged by hand or machine;<br>(7) securing mattress tops, whether quil-<br>ted or not in position for building a pre-<br>built interior or spring mattress;<br>(8) securing, sewing or stapling interlaced<br>pads to spring units, whether by hand<br>or machine;<br>(9) side stitching borders;<br>(10) stuffing filling into mattress cases,<br>whether by hand or machine;<br>(11) tape edging a spring interior mattress;<br>(12) turfting by hand or machine;<br>(13) weaving spring mesh.                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 262,90                                   |
| 8. Werknemers wat—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         | 8. Employees engaged in—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |
| (1) alle stikwerk doen wat nodig is by die<br>vervaardiging van toppe, rande,<br>matrasslope, ateljeerusbankoortrek-<br>sels en onderdele;<br>(2) met die hand of 'n masjien die bek van<br>die matras toewerk;<br>(3) kopkussings, stoelkussings en peule<br>toewerk;<br>(4) toppe, rande en oortreksels vir<br>matrasse, bedekte bedvoetstukke en<br>kopkussings uitsny;<br>(5) kantlengtes saamvoeg;<br>(6) 'n randdeurstikmasjien bedien, ongeag<br>of die rand met draad of met ogies<br>deurgestik word;<br>(7) matrashandvatsels aan kante vasstik;<br>(8) gestikte rande aan matraseenhede<br>vasstik voordat die bande aangestik<br>word                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 256,30                                                  | (1) all sewing required in the manufacture<br>of tops, borders, mattress cases, studio<br>couch covers and component parts;<br>(2) closing up, by hand or machine, the<br>mouth of a mattress;<br>(3) closing pillows, cushions, and bol-<br>sters;<br>(4) cutting tops, borders and cases for<br>mattresses, covered bed bases and<br>bedpillows;<br>(5) joining border lengths;<br>(6) operating a border quilting machine,<br>irrespective of whether the quilting of<br>the border is produced by thread eye-<br>lets;<br>(7) sewing mattress handles to borders;<br>(8) sewing quilted borders onto mattress<br>units prior to tape edging.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 256,30                                   |
| 9. Werknemers wat—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         | 9. Employees engaged in—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |
| (1) geweefde draadmaas en kettingveer-<br>maas in rame vir beddegoed monteer,<br>daaraan vasslaan of vashaak, ongeag<br>die materiaal waarvan dié rame ge-<br>maak is;<br>(2) 'n matrasmaker help om matrasse te<br>vul en/of slope van matrasse en rande<br>tydelik te sluit deur middel van steek-<br>penne en/of spelde;<br>(3) veereenhede aan bedrame heg;<br>(4) handvatsels aan matrassrame heg,<br>maar nie hoekysters boor en tap nie;<br>(5) lusse aan knope of kwassies heg;<br>(6) 'n lusmasjien bedien;<br>(7) bedmatrassrame, ateljeerusbankrame<br>en babaddens met die hand vasbout;<br>(8) kussinkies uitsny en maak, ongeag die<br>materiaal gebruik;<br>(9) deurgestikte kante volgens lengte<br>uitsny;<br>(10) 'n deurvlegmasjien voer;<br>(11) rolwielletjies en sokke aansit maar nie<br>gate boor nie;<br>(12) bedysters en/of bedarmpies aansit;<br>(13) lusse by drukpluiskwerk aan naalde<br>hang;<br>(14) 'n doekspreimasjien laai, stoot en be-<br>dien;<br>(15) 'n uitpluiskmasjien bedien;<br>(16) latte, latklampe en/of dwarsstawe in po-<br>sisie plaas en vassit en/of singelband<br>aan matrasse of bedrame heg; | 242,00                                                  | (1) assembling, knocking or hooking on<br>woven wire mesh and chain spring<br>meshes to frames for bedding, irres-<br>pective of the materials of which such<br>frames are made;<br>(2) assisting the mattress-maker in filling a<br>mattress and/or the temporary closing of<br>covers of mattresses and borders by<br>means of skewers and/or pins;<br>(3) attaching spring units to bed frames;<br>(4) affixing lugs to mattress frames,<br>excluding boring and morticing the<br>rails;<br>(5) attaching loops to buttons or tufts;<br>(6) attending a loopmaking machine;<br>(7) bolting by hand of bed mattress frames,<br>studio couch frames and cots;<br>(8) cutting and making pads, irrespective<br>of materials used;<br>(9) cutting quilted borders to length;<br>(10) feeding an interlacing machine;<br>(11) fitting castors and sockets, but exclud-<br>ing the boring of holes;<br>(12) fixing bed irons and/or bed brackets;<br>(13) hanging loops on needles in compres-<br>sion tufting;<br>(14) loading, wheeling and operating a<br>cloth-spreading machine;<br>(15) operating a teasing machine;<br>(16) positioning and fixing laths, lath cleats<br>and/or cross-bars and/or fixing webbing<br>to mattress or bed frames; | 242,00                                   |



|                                                                                                                                                                                                                                                                                                                                                                                                                               | Vir die tyd-<br>perk wat op<br>30/6/94 ein-<br>dig<br>R |                                                                                                                                                                                                                                                                                                                                               | For the<br>period ending<br>30/6/94<br>R |
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| (17) 'n maas op 'n matrasraam in posisie<br>plaas en daaraan heg;                                                                                                                                                                                                                                                                                                                                                             | 242,00                                                  | (17) positioning and securing a mesh to a<br>mattress frame;                                                                                                                                                                                                                                                                                  | 242,00                                   |
| (18) spoele vir 'n randdeurstikmasjien be-<br>rei;                                                                                                                                                                                                                                                                                                                                                                            |                                                         | (18) preparing spools for border quilting<br>machine;                                                                                                                                                                                                                                                                                         |                                          |
| (19) gate in matraskante pons en venti-<br>leerders en handvatsele daaraan vas-<br>sit;                                                                                                                                                                                                                                                                                                                                       |                                                         | (19) punching holes and fitting ventilators<br>and handles to mattress borders;                                                                                                                                                                                                                                                               |                                          |
| (20) rame vir beddegoed met die hand beits<br>en/of vernis.                                                                                                                                                                                                                                                                                                                                                                   |                                                         | (20) staining and/or varnishing, by hand,<br>frames for bedding.                                                                                                                                                                                                                                                                              |                                          |
| 10. Leerlinge in diens om die klasse werk bedoel in klousule 7 te<br>leer:                                                                                                                                                                                                                                                                                                                                                    |                                                         | 10. Learners employed in learning the classes of work referred to in<br>clause 7:                                                                                                                                                                                                                                                             |                                          |
| Vir die eerste ses maande diens, 50 persent van die loon by<br>klousule 7 voorgeskryf.                                                                                                                                                                                                                                                                                                                                        |                                                         | For the first six months of employment, 50 per cent of the<br>wage prescribed in clause 7.                                                                                                                                                                                                                                                    |                                          |
| Vir die tweede ses maande diens, 60 persent van die loon by<br>klousule 7 voorgeskryf.                                                                                                                                                                                                                                                                                                                                        |                                                         | For the second six months of employment, 60 per cent of the<br>wage prescribed in clause 7.                                                                                                                                                                                                                                                   |                                          |
| Vir die derde ses maande diens, 70 persent van die loon by<br>klousule 7 voorgeskryf.                                                                                                                                                                                                                                                                                                                                         |                                                         | For the third six months of employment, 70 per cent of the<br>wage prescribed in clause 7.                                                                                                                                                                                                                                                    |                                          |
| Vir die vierde ses maande diens, 80 persent van die loon by<br>klousule 7 voorgeskryf.                                                                                                                                                                                                                                                                                                                                        |                                                         | For the fourth six months of employment, 80 per cent of the<br>wage prescribed in clause 7.                                                                                                                                                                                                                                                   |                                          |
| Daarna, die lone by klousule 7 voorgeskryf.                                                                                                                                                                                                                                                                                                                                                                                   |                                                         | Thereafter, the wages prescribed in clause 7.                                                                                                                                                                                                                                                                                                 |                                          |
| 11. Werknemers wat uitsluitlik of gedeeltelik<br>werksaam is in enige van die volgende werk-<br>saamhede of prosesse wat met die hand of 'n<br>meganiese toestel verrig word: Glipsteekwerk,<br>vasnaai en/of aanmekaarvoeg van oortrek-<br>sels, klappe, stoelkussings, koorde, peule,<br>gordynkappe of gordyne en/of vasryg, vaslym<br>of vaskram van omboorsel en/of fraings, maar<br>nie die uitsny van oortreksels nie. | 256,30                                                  | 11. Employees engaged in any operation or pro-<br>cess, either in whole or in part, performed by<br>hand or mechanical appliance in slip-stitching,<br>sewing and/or joining covers, flies, cushions,<br>cords, bolsters, pelmets or curtains and/or in<br>tacking, glueing or stapling gimp and/or<br>fringes, but excluding cutting covers. | 256,30                                   |
| 12. Leerlinge in diens om die klas werk bedoel in klousule 11 te<br>leer:                                                                                                                                                                                                                                                                                                                                                     |                                                         | 12. Learners employed in learning the class of work referred to in<br>clause 11:                                                                                                                                                                                                                                                              |                                          |
| Vir die eerste ses maande diens, 50 persent van die loon by<br>klousule 11 voorgeskryf.                                                                                                                                                                                                                                                                                                                                       |                                                         | For the first six months of employment, 50 per cent of the<br>wage prescribed in clause 11.                                                                                                                                                                                                                                                   |                                          |
| Vir die tweede ses maande diens, 60 persent van die loon by<br>klousule 11 voorgeskryf.                                                                                                                                                                                                                                                                                                                                       |                                                         | For the second six months of employment, 60 per cent of the<br>wage prescribed in clause 11.                                                                                                                                                                                                                                                  |                                          |
| Vir die derde ses maande diens, 70 persent van die loon by<br>klousule 11 voorgeskryf.                                                                                                                                                                                                                                                                                                                                        |                                                         | For the third six months of employment, 70 per cent of the<br>wage prescribed in clause 11.                                                                                                                                                                                                                                                   |                                          |
| Vir die vierde ses maande diens, 80 persent van die loon by<br>klousule 11 voorgeskryf.                                                                                                                                                                                                                                                                                                                                       |                                                         | For the fourth six months of employment, 80 per cent of the<br>wage prescribed in clause 11.                                                                                                                                                                                                                                                  |                                          |
| Daarna, die lone by klousule 11 voorgeskryf.                                                                                                                                                                                                                                                                                                                                                                                  |                                                         | Thereafter, the wages prescribed in clause 11.                                                                                                                                                                                                                                                                                                |                                          |
| 13. Werknemers wat al of enige van die werksaamhede hieronder<br>bedoel, verrig, moet soos volg besoldig word:                                                                                                                                                                                                                                                                                                                |                                                         | 13. Employees engaged in all or any of the operations referred to<br>hereunder shall be paid as follows:                                                                                                                                                                                                                                      |                                          |
| Indien hulle ses maande of langer in die Nywerheid in diens<br>is, 'n loon van minstens R237,60 per week.                                                                                                                                                                                                                                                                                                                     |                                                         | If employed in the Industry for six months or more, a wage of<br>not less than R237,60 per week.                                                                                                                                                                                                                                              |                                          |
| Indien hulle minder as ses maande in die Nywerheid in diens<br>is, 'n loon van minstens R216,00 per week vir die eerste<br>ses maande diens in die Nywerheid.                                                                                                                                                                                                                                                                 |                                                         | If employed in the Industry for less than six months, a wage of<br>not less than R216,00 per week for the first six months of<br>employment in the Industry.                                                                                                                                                                                  |                                          |
| Daarna, 'n loon van minstens R237,60 per week.                                                                                                                                                                                                                                                                                                                                                                                |                                                         | Thereafter, a wage of not less than R237,60 per week.                                                                                                                                                                                                                                                                                         |                                          |
| <b>Let wel.</b> — Enige vorige tydperk(e) diens in die Nywerheid wat<br>bevestig kan word, moet vir die toepassing van hierdie klousule<br>erken word.                                                                                                                                                                                                                                                                        |                                                         | <b>Note.</b> — Any previous period(s) of employment in the Industry<br>which can be verified shall be recognised for the purposes of<br>this clause.                                                                                                                                                                                          |                                          |
| (1) lym en lymverharders met die hand, kwas of masjien<br>aansit en/of spreid, maar uitdruklik met uitsondering van<br>die aanmeekaarsit of monteer van meubelonderdele.                                                                                                                                                                                                                                                      |                                                         | (1) applying and/or spreading glue and glue hardeners by<br>hand, brush or machine, but expressly excluding putting<br>together or assembling furniture parts.                                                                                                                                                                                |                                          |
| Hierdie uitsondering is nie van toepassing op die werk-<br>nemers wat in subklousule (39) hieronder gemeld word<br>nie;                                                                                                                                                                                                                                                                                                       |                                                         | This exclusion shall not apply to the employees<br>referred to in subclause (39) hereunder;                                                                                                                                                                                                                                                   |                                          |
| (2) 'n meubelmasjienwerker help om materiale voor en na<br>masjienwerk te hanteer;                                                                                                                                                                                                                                                                                                                                            |                                                         | (2) assisting a furniture machinist in handling materials<br>before and after machining;                                                                                                                                                                                                                                                      |                                          |
| (3) 'n stoffeerder help deur die oortreksel vas te hou;                                                                                                                                                                                                                                                                                                                                                                       |                                                         | (3) assisting upholsterers by holding cover;                                                                                                                                                                                                                                                                                                  |                                          |
| (4) 'n stoomketel, verbrander en/of oond bedien;                                                                                                                                                                                                                                                                                                                                                                              |                                                         | (4) attending boiler, incinerator and/or oven;                                                                                                                                                                                                                                                                                                |                                          |
| (5) toesig hou oor stofsakke en/of siklone van skuur-<br>masjiene;                                                                                                                                                                                                                                                                                                                                                            |                                                         | (5) attending to dust bags and/or cyclones from sanding<br>machines;                                                                                                                                                                                                                                                                          |                                          |
| (6) stoffeerspringvere baal en indompel;                                                                                                                                                                                                                                                                                                                                                                                      |                                                         | (6) baling and dipping upholstery springs;                                                                                                                                                                                                                                                                                                    |                                          |
| (7) klapperhaar met die hand uitklop en/of uitpluis;                                                                                                                                                                                                                                                                                                                                                                          |                                                         | (7) beating and/or teasing coir by hand;                                                                                                                                                                                                                                                                                                      |                                          |
| (8) metaaldele buig, klink, boor en/of inmeekaarsit;                                                                                                                                                                                                                                                                                                                                                                          |                                                         | (8) bending, riveting, drilling and/or assembling metal<br>parts;                                                                                                                                                                                                                                                                             |                                          |

- (9) uitrusting skoonmaak en -blaas;
- (10) masjinerie, uitrusting, gereedskap, spuittoestelle en werktuie skoonmaak;
- (11) persele skoonmaak en vee;
- (12) metaalstawe skoonmaak;
- (13) metaalstawe, skarniere, metaalbuise, metaalstrokies, kettings, hoepelyster en alle dergelike materiaal sny;
- (14) rubber of plaasvervangers sny en vaslym en sodanige rubber of plaasvervangers aan kaal rame en sitplekke en teenstroke vasheg, en sodanige rubber of plaasvervangers aan stofbekleding vasheg en/of vaslym voordat dit gestik word, maar dit nie vaswerk, vaskram of vasryg nie;
- (15) boodskappe aflewer;
- (16) met handvoertuie aflewer;
- (17) kopkussings, stoelkussings en peule met stowwe of materiaal vul, maar nie met veerbinnewerk en/of veer-eenhede nie;
- (18) enige soort gelymde blok vasheg;
- (19) skuurpapierskywe vaslym;
- (20) lym meng, massameet en berei;
- (21) materiaal hanteer en dra;
- (22) rubbereenhede in matrasslope insit;
- (23) skroewe insteek voordat dit vasgeskroef word;
- (24) tappenne en/of kartelkramme inslaan;
- (25) afwit;
- (26) klemtoestelle met materiaal laai en ontlai ter voorbereiding vir masjinerie: Met dien verstande dat sodanige klemtoestelle nie gebruik word om meubelonderdele vas te kramp nie;
- (27) droogoonde laai en ontlai;
- (28) voertuie laai en/of aflai;
- (29) alle soorte vakuumsakke en perse laai en ontlai;
- (30) knope maak;
- (31) skuurpapier of skywe en bande vir oopbandskuurders maak en saamvoeg;
- (32) tee of ander dergelike drankte maak;
- (33) met leipatroonplaat, patroon en/of setmaat afmerk ter voorbereiding vir masjinerie en/of snywerk;
- (34) masjiene en/of voertuie olie en smeer;
- (35) tapplaatdrukmasjiene bedien;
- (36) fineerperse bedien, maar nie gemasjineerde of gefineerde dele saampers nie;
- (37) artikels in kartonne en/of kartonhouers en/of sakke verpak en daarna dié kartonne en kartonhouers en sakke vul en toemaak;
- (38) 'n voertuig of handkar stoot of trek;
- (39) help met die inmeekaarsit of montering van meubelonderdele wat vasgeklem word of nog geklem of geklamp moet word: Met dien verstande dat die verhouding van sodanige assistente tot werknemers wat klem- of klampwerk doen en wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskryf word hoogstens twee tot een mag wees en dat sodanige assistente nie geag moet word assistente te wees nie tydens die afwesigheid van voornoemde werknemer wat die loon ontvang wat in klousule 1 van hierdie Deel voorgeskryf word;
- (40) lym van meubels verwyder;
- (41) fineerrande verwyder;
- (42) lym en papier van geperste fineerhout, gom of ander bande verwyder, afwas en/of skoonmaak;
- (43) ysterboute en -stawe vasklink of draad daaraan sny;
- (44) onderdele en parswerk opstapel;
- (45) hoepelyster wat vir singelbandwerk gebruik word reguit maak en/of sny;
- (46) materiaal deursyg;
- (47) stoffeersel en beddegoed uitmekaarhaal;
- (48) fineerhout vasbind en 'n fineerpers bedien;
- (49) fineerstukke laaghout en hardebord met bande, kramme en/of hegspykers vir parswerk aan rame of kernmateriaal vassit;
- (9) cleaning and blowing down equipment;
- (10) cleaning machinery, plant, tools, spray guns and utensils;
- (11) cleaning and sweeping premises;
- (12) cleaning metal rods;
- (13) cutting metal rods, hinges, metal tubes, metal strips, chain, wire hoop and all similar materials;
- (14) cutting and gluing together rubber or substitutes and fixing such rubber or substitutes on to bare frames and seats and flypieces, and fixing and/or gluing such rubber or substitutes to material covers prior to quilting, but excluding the sewing, stapling or tacking thereof;
- (15) the delivery of messages;
- (16) delivery by manually propelled vehicles;
- (17) filling pillows, cushions and bolsters with substances or materials other than spring interiors and/or spring units;
- (18) fixing any kind of glue block;
- (19) gluing sandpaper discs;
- (20) glue-mixing, mass-measuring and preparing;
- (21) handling and carrying materials;
- (22) inserting rubber units into mattress cases;
- (23) inserting screws preparatory to screwing;
- (24) knocking in dowels and/or corrugated fasteners;
- (25) lime washing;
- (26) loading and unloading jigs with material in preparation for machining: Provided that such jigs are not used for cramping of furniture parts;
- (27) loading and unloading kilns;
- (28) loading and/or unloading vehicles;
- (29) loading and unloading vacuum bags and presses of any kind;
- (30) making buttons;
- (31) making and jointing sandpaper or discs and belts for open belt sander;
- (32) making tea or other similar beverages;
- (33) marking by template, pattern and/or jig in preparation for machining and/or cutting;
- (34) oiling and greasing machines and/or vehicles;
- (35) operating the tenon squashing machine;
- (36) operating veneer presses, but excluding the pressing together of machined and/or veneered parts;
- (37) packing articles into cartons and/or cardboard containers and/or bags and thereafter filling and closing such cartons and containers and bags;
- (38) pushing or pulling a vehicle or handcart;
- (39) assisting in putting together or assembling furniture parts which are to be cramped or are being cramped or clamped: Provided that the ratio of such assistants to employees in receipt of the wage prescribed in clause 1 of this Part who are engaged in cramping or clamping shall not exceed two to one 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 clause 1 of this Part;
- (40) removing the glue from furniture;
- (41) removing veneer edges;
- (42) removing, washing and/or cleaning off glue and paper from pressed veneers, gum or other tapes;
- (43) riveting or making threads on iron bolts and rods;
- (44) stacking parts after pressing;
- (45) straightening and/or cutting hoop iron used for webbing;
- (46) straining materials;
- (47) stripping upholstery and bedding;
- (48) taping veneers and attending veneer press;
- (49) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing;



- (50) bandlose laswerk met 'n masjien doen;
- (51) klapperhaar of ander materiaal met die hand pluus;
- (52) hout vir preserving behandel;
- (53) grondstowwe uitpak, baal en uit bale haal;
- (54) rande finer;
- (55) kopkussings, peule, bedspreie en stoelkussings massa-meet;
- (56) lym afwas en/of afvee;
- (57) artikels in papier of karton en/of plastiekstroke toedraai;
- (58) rasper en/of vyl en/of skraap (werkzaamhede slegs vir uitsnywerk);
- (59) stippelpens vir uitsnywerk;
- (60) versterkende houtstroke aan afgewerkte meubels aanbring vir verpakings- of vervoerdoeleindes;
- (61) verpakingskrate en/of kaste vir meubels en dele daarvan maak;
- (62) meubels en/of meubel dele in goiing, kratte, kartonhouers of plastiekstroke verpak en dit toemaak;
- (63) toebehore en/of dele van meubelstukke verwyder om die vervoer-en/of verpakking daarvan te vergemaklik;
- (64) die matrasmaker help om 'n diep(top)deurstikmasjien te bedien.

## 14. Werknemers in diens—

| <i>Vir die tydperk wat op 30/06/94 eindig</i>                                                                                                   | <i>Per week</i><br>R  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (1) vir sweiswerk, uitgesonderd puntsweiswerk                                                                                                   | 334,40                |
| (2) vir puntsweiswerk                                                                                                                           | 250,80                |
| (3) vir onderhoud van masjinerie                                                                                                                | 334,40                |
| (4) as versendingsklerk, magasynman, tydopnemer                                                                                                 | 250,80                |
| (5) as opsigter, wag                                                                                                                            | 243,10                |
| (6) as drywer van 'n motorvoertuig waarvan die onbelaste massa volgens lisensie meer as 4 540 kg is                                             | 271,70                |
| (7) as drywer van 'n motorvoertuig waarvan die onbelaste massa saam met dié van 'n sleepwa of sleepwaens volgens lisensie hoogstens 4 540 kg is | 259,60                |
| (8) as drywer van 'n vrachtwagen                                                                                                                | 242,00                |
| (9) in verband met die prosesse by die bou van veerbinnewerk en/of veereenhede en die vervaardiging van hul samestellende dele                  | 242,00                |
|                                                                                                                                                 | <i>Per maand</i><br>R |

15. *Kantoorwerknemers:* Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet werknemers wat skryf-, liasseer- of 'n ander vorm van klerklike werk verrig, met inbegrip van kassiere en telefoniste, minstens die volgende betaal word .... 973,50

16. *Voormanne:* 16 persent bo die minimum loon in hierdie Ooreenkoms voorgeskryf vir 'n kategorie werknemers onder toesig: Met dien verstande dat waar 'n voorman toesig het oor meer as een kategorie werknemers, die loonskaal voorgeskryf vir die hoogste kategorie onder toesig, plus 16 persent, van toepassing is.

## DEEL III

## BASIESEKOSTETOELAE

(1) Benewens besoldiging betaalbaar ingevolge Deel II, moet elke werknemer (uitgesonderd kantoorwerknemers en werknemers wat maandeliks besoldig word) 'n toelae van R4,80 betaal word ten opsigte van elke dag wat hy werk toe ry en waarop hy minstens vier uur werk.

(2) Die toelae moet weekliks in kontant betaal word binne 10 minute na die gewone sluitingstyd op die betaaldag, of by diensbeëindiging as dit voor die gewone betaaldag geskied.

(3) By die berekening van sy uurloon ingevolge klousule 37 van Deel I moet die toelae uitgesluit word van die werklike weekloon van 'n werknemer.

(4) By die berekening van alle aftrekkings of bydraes wat betaalbaar is ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms wat deur die Raad geadmistreer word, moet die toelae uitgesluit word.

- (50) tapeless jointing by machine;
- (51) teasing coir or any other materials by hand;
- (52) treating timber for preservation;
- (53) unpacking, baling and unbalancing raw materials;
- (54) veneering edges;
- (55) mass-measuring pillows, bolsters, quilts and cushions;
- (56) washing and/or wiping off glue;
- (57) wrapping cardboard and/or plastic sheeting in paper;
- (58) rasping and/or filing and/or scraping (operations for carving only);
- (59) stipple punching for carving;
- (60) affixing strengthening wood strips to completed furniture for the purpose of packing or transporting;
- (61) making packing crates and/or cases for furniture and parts thereof;
- (62) packing furniture and/or furniture parts in hessian, crates, cardboard containers or plastic sheeting and the closing thereof;
- (63) removing fittings and/or parts from articles of furniture to facilitate transport and/or packing;
- (64) assisting the mattress-maker in the operation of a deep (top) quilting machine.

## 14. Employees employed—

| <i>For the period ending 30/06/94</i>                                                                                                                                | <i>Per week</i><br>R  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (1) in welding other than spot welding                                                                                                                               | 334,40                |
| (2) in spot welding                                                                                                                                                  | 250,80                |
| (3) in maintenance of machinery                                                                                                                                      | 334,40                |
| (4) as despatch clerk, storeman, timekeeper ...                                                                                                                      | 250,80                |
| (5) as caretaker, watchman                                                                                                                                           | 243,10                |
| (6) as driver of a motor vehicle the unladen mass of which exceeds 4 540 kg according to licence                                                                     | 271,70                |
| (7) as driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers, does not exceed 4 540 kg according to licence | 259,60                |
| (8) as driver of a fork lift vehicle                                                                                                                                 | 242,00                |
| (9) in connection with any processes in the construction of spring interiors and/or spring units and the manufacture of their component parts                        | 242,00                |
|                                                                                                                                                                      | <i>Per month</i><br>R |

15. *Office employees:* Notwithstanding anything to the contrary in this Agreement, employees engaged in writing, filing or any other form of clerical work and including cashiers and telephone operators shall be paid not less than .... 973,50

16. *Foremen:* 16 per cent above the minimum wage prescribed in this Agreement for a category of employees under supervision: Provided that where a foreman supervises more than one category of employees, the wage rate prescribed for the highest category under supervision plus 16 per cent, shall apply.

## PART III

## BASIC COST ALLOWANCE

(1) In addition to any remuneration payable in terms of Part II, every employee (excluding office employees and monthly-paid employees) shall be paid an allowance of R4,80 in respect of every day he travels to work and on which he works at least four hours.

(2) The allowance shall be paid in cash weekly within 10 minutes after the normal closing time on pay-day, or on termination of employment if this takes place before the ordinary pay-day.

(3) The allowance shall be excluded from the actual weekly wage of an employee for purposes of calculating hourly rate in terms of clause 37 of Part I.

(4) The allowance shall be excluded from the calculation of any deduction or contribution payable in terms of this Agreement or of any agreement administered by the Council.

N TJEK VIR DIE BEDRAG VERSKULDIG MOET UITGEMAAK WORD AAN DIE NYWERHEIDSRAAD VIR  
DIE MEUBELNYWERHEID VAN WES-KAAPLAND



## ANNEXURE A

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

Monthly return of contributions to be submitted not later than the 15th day of each month to the Secretary,  
P.O. Box 964, Cape Town, 8000.

Name of firm .....

Address of firm .....

Month..... Firm's code.....

**PLEASE NOTE:**

ONLY employers who are members of the Cape Furniture Manufacturers' Association (C.F.M.A.) must make the following contributions and deductions:

1. Trade union subscriptions.
2. Sick Fund contributions.

[illegible]

INTEREST WILL BE CHARGED ON PAYMENTS NOT RECEIVED BY THE 15th OF THE MONTH.

TRAINING FUND LEVY  
2% OF MONTHLY EARNINGS,  
PLUS VAT

CHEQUES FOR THE AMOUNT DUE TO BE MADE PAYABLE TO THE INDUSTRIAL COUNCIL  
FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE

GRAND TOTAL R

**AANHANGSEL A.I****[Staat ingedien ingevolge klousule 38 (2) van die Ooreenkoms]**

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND, POSBUS 964, KAAPSTAD, 8000

Naam en adres van firma .....

Maand .....

| Familienaam van werknemer | Voorname | Beroep | Gewone loon: Vaste weeklikse verdienste, uitgesonderd besoldiging vir oortydwerk of bonus | Datum van indiensneming | Datum van diensbeëindiging |
|---------------------------|----------|--------|-------------------------------------------------------------------------------------------|-------------------------|----------------------------|
|                           |          |        |                                                                                           |                         |                            |
|                           |          |        |                                                                                           |                         |                            |
|                           |          |        |                                                                                           |                         |                            |
|                           |          |        |                                                                                           |                         |                            |
|                           |          |        |                                                                                           |                         |                            |
|                           |          |        |                                                                                           |                         |                            |
|                           |          |        |                                                                                           |                         |                            |

**ANNEXURE A.I****[Statement submitted in terms of clause 38 (2) of Agreement]**

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE, P.O. BOX 964, CAPE TOWN, 8000

Name and address of firm .....

Month .....

| Surname of employee | First names | Occupation | Normal wage: Fixed weekly earnings, excluding payment for overtime or bonus | Date engaged | Date left |
|---------------------|-------------|------------|-----------------------------------------------------------------------------|--------------|-----------|
|                     |             |            |                                                                             |              |           |
|                     |             |            |                                                                             |              |           |
|                     |             |            |                                                                             |              |           |
|                     |             |            |                                                                             |              |           |
|                     |             |            |                                                                             |              |           |
|                     |             |            |                                                                             |              |           |
|                     |             |            |                                                                             |              |           |

**AANHANGSEL B****[Kennisgewing vereis ingevolge klousule 7 (5) van Deel I van die Ooreenkoms]**

| Dag              | Aanvangs-tyd    | Uitskei-tyd     | Etenspouse      |
|------------------|-----------------|-----------------|-----------------|
| Maandae          | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Dinsdae          | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Woensdae         | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Donderdae        | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Vrydae           | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Saterdag         | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Voormiddag-pouse | ..... tot ..... | ..... tot ..... | ..... tot ..... |
| Namiddag-pouse   | ..... tot ..... | ..... tot ..... | ..... tot ..... |

**AANHANGSEL C****(Doktersertifikaat ingevolge klousule 28 van die Ooreenkoms vir die Meubelnywerheid van Wes-Kaapland)**

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

- (a) Toestand van hart en bloedsomloop .....
- (b) Aan- of afwesigheid van liggaamlike gebrek of wanskapeheid, met inbegrip van breuke .....
- (c) Toestand van longe .....
- (d) Toestand van mangels en adenoïede .....
- (e) Toestand van nekkliere .....
- (f) Toestand van tande .....
- (g) Gehoor .....
- (h) Gesig .....
- (i) Aansteeklike siekte .....
- (j) Luisbesmetting .....
- (k) Liggaamlike ontwikkeling .....

**ANNEXURE B****[Notice required under clause 7 (5) of Part I of the Agreement]**

| Day                | Starting time  | Finishing time | Meal interval  |
|--------------------|----------------|----------------|----------------|
| Mondays            | ..... to ..... | ..... to ..... | ..... to ..... |
| Tuesdays           | ..... to ..... | ..... to ..... | ..... to ..... |
| Wednesdays         | ..... to ..... | ..... to ..... | ..... to ..... |
| Thursdays          | ..... to ..... | ..... to ..... | ..... to ..... |
| Fridays            | ..... to ..... | ..... to ..... | ..... to ..... |
| Saturdays          | ..... to ..... | ..... to ..... | ..... to ..... |
| Forenoon interval  | ..... to ..... | ..... to ..... | ..... to ..... |
| Afternoon interval | ..... to ..... | ..... to ..... | ..... to ..... |

**ANNEXURE C****(Medical certificate under clause 28 of the Agreement for the Furniture Manufacturing Industry of the Western Cape)**

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 .....



Ek is oortuig/Ek is nie oortuig nie dat hy/sy in goeie gesondheid verkeer en geskik is vir indiensneming as 'n leerling in die ambag van ..... of enige ambag, sonder gevaar vir homself/haarself of andere.

Plek .....  
Mediese beampte

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

### AANHANGSEL D

(Staat ingedien ingevolge klousule 18 van die Ooreenkoms)

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN  
WES-KAAPLAND

### REGISTRASIE AS WERKGEWER

Die Sekretaris  
Nywerheidsraad vir die Meubelnywerheid  
van Wes-Kaapland  
Posbus 964  
KAAPSTAD  
8000

Datum .....

Meneer,

Ooreenkomstig klousule 18 van Deel I van die Hoof-ooreenkoms verstrek ek hierby onderstaande besonderhede in verband met hierdie besigheid:

1. Naam waaronder besigheid bedryf word .....
2. Indien besigheid 'n maatskappy is, meld registrasienuommer ..... en datum van oprigting .....
3. Indien besigheid 'n beslote korporasie is, meld registrasienuommer ..... en datum van oprigting .....
4. Indien die besigheid 'n vennootskap is, moet 'n afskrif van die vennootskapsooreenkoms voorgelê word saam met hierdie registrasievorm, of waar daardie ooreenkoms wat voorgelê word nie die volle bepalings en voorwaardes van die vennootskapsooreenkoms bevat nie, moet die vennote die Raad skriftelik in kennis stel van al die bepalings van die vennootskapsooreenkoms wat nie ingesluit is in die ooreenkoms hiermee saam voorgelê nie. In die afwesigheid van 'n skriftelike vennootskapsooreenkoms moet die werkgever die Raad skriftelik in kennis stel van al die bepalings van die vennootskapsooreenkoms.
5. Adres/se waar besigheid gedryf word .....
6. Posadres .....
7. Telefoonnommer .....
8. Aard van besigheid .....
9. Volle name en woonadresse van eienaar, vennote, lede, aandeelhouders, bestuurders, direkteure en sekretaris:

| Naam | Woonadres | Meld: Eienaar, vennoot, lid aandeelhouer, bestuurder, direkteur of sekretaris |
|------|-----------|-------------------------------------------------------------------------------|
|      |           |                                                                               |
|      |           |                                                                               |
|      |           |                                                                               |
|      |           |                                                                               |
|      |           |                                                                               |
|      |           |                                                                               |

10. Aanvangsdatum van besigheid .....
11. Getal werknemers .....
12. Naam van landrostdistrik waarin besigheid geleë is .....

Ek verklaar hierby dat die inligting wat hierbo verstrek word, juis en korrek is.

Gemagtigde ondertekenaar

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 .....  
Medical officer

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

### ANNEXURE D

(Statement submitted in terms of clause 18 of the Agreement)

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING  
INDUSTRY OF THE WESTERN CAPE

### REGISTRATION AS EMPLOYER

The Secretary  
Industrial Council for the Furniture Manufacturing  
Industry of the Western Cape  
P.O. Box 964  
CAPE TOWN  
8000

Date .....

Dear Sir,

In accordance with clause 18 of Part I of the Main Agreement, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on .....
2. If the business is a company, state registration number ..... and date of incorporation .....
3. If the business is a close corporation, state registration number ..... and date of incorporation .....
4. If the business is a partnership, a copy of the partnership agreement shall be lodged with this registration form, or where such lodged agreement does not contain the full terms and conditions of the agreement of partnership, the partners shall notify the Council in writing of all terms of the partnership agreement that are not included in the agreement lodged herewith. In the absence of a written agreement of partnership, the employer shall notify the Council in writing of all the terms of the agreement of partnership.
5. Address(es) at which business is carried on .....
6. Postal address .....
7. Telephone number .....
8. Nature of business .....
9. Full names and home address of proprietor, partners, members, shareholders, managers, directors and secretary:

| Name | Home address | State whether proprietor, partner, member, shareholder, manager, director or secretary |
|------|--------------|----------------------------------------------------------------------------------------|
|      |              |                                                                                        |
|      |              |                                                                                        |
|      |              |                                                                                        |
|      |              |                                                                                        |
|      |              |                                                                                        |
|      |              |                                                                                        |

10. Date business commenced .....
11. Number of employees .....
12. Name of Magisterial District in which business is situated .....

I hereby certify that the information given above is true and correct.

Authorised signatory

(Staat ingedien ingevolge klousule 47 van die Ooreenkoms)

Besonderhede van werknemers in diens geneem, ontslaan of wat bedank het gedurende die week geëindig.....

Naam van werkgewer .....

Adres.....

[illegible]

Handtekening van werkgever of gemachtigde agent .....

(Statement submitted in terms of clause 47 of the Agreement)

Details of employees engaged, discharged or who resigned during the week ended.....

Name of employer .....

[illegible]

GOVERNMENT GAZETTE, 7 JANUARY 1994



## INHOUD

| No.                               |                                                                                    | Bladsy<br>No. | Koerant<br>No. |
|-----------------------------------|------------------------------------------------------------------------------------|---------------|----------------|
| <b>GOEWERMENSKENNISGEWINGS</b>    |                                                                                    |               |                |
| <b>Mannekrag, Departement van</b> |                                                                                    |               |                |
| <i>Goewermenskennisgewings</i>    |                                                                                    |               |                |
| R. 18                             | Meubelnywerheid, Wes-Kaapland:<br>Intrekking van Goewermenskennis-<br>gewing ..... | 1             | 15419          |
| R. 19                             | do.: Hoofdooreenkoms .....                                                         | 1             | 15419          |

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