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No. 15918

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1422

19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, SUIDWESTELIKE DISTRIKTE: WYSIGING VAN VOORSORGFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) 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 6 Februarie 1995 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 6 Februarie 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

18382—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1422

19 August 1994

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, SOUTH-WESTERN DISTRICTS: AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amendment Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to his notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 6 February 1995, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 6 February 1995, 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 Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

15918—1

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
SUIDWESTELIKE DISTRIKTE****OOREENKOMS**

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

South-Western 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, Suidwestelike Distrikte,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1595 van 17 September 1971, soos gewysig en hernieu by Goewermentskennisgewings Nos. R. 103 en R. 104 van 28 Januarie 1977, R. 603 van 20 Maart 1981, R. 988 van 21 Mei 1982, R. 496 van 11 Maart 1983, R. 873 van 4 Mei 1984, R. 1468 van 5 Julie 1985, R. 844 van 16 April 1987 en R. 409 van 1 Maart 1991.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Suidwestelike Distrikte, nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging, en wat onderskeidelik by die Nywerheid betrokke is en daarin werksaam is;
- (b) in die landdrostdistrikte George, Knysna, Mosselbaai en Oudtshoorn (hierna die Suidwestelike Distrikte genoem).

2. KLOUSULE 3: WOORDOMSKRYWING

(1) In die inleidende paragraaf, vervang die uitdrukking "Wet op Nywerheidsversoening, 1956" deur die uitdrukking, "Wet op Arbeidsverhoudinge, 1956".

(2) In die omskrywing van "Wet", vervang die uitdrukking "Wet op Nywerheidsversoening, 1956," deur die uitdrukking "Wet op Arbeidsverhoudinge, 1956".

(3) In die omskrywing van "hoë ouderdom" vervang die uitdrukking "60 jaar" deur die uitdrukking "55 jaar".

3. KLOUSULE 5: ADMINISTRASIE VAN DIE FONDS

In subklausule (4), vervang die uitdrukking "Sekretaris van Arbeid" deur die uitdrukking "Direkteur-generaal: Arbeid".

4. KLOUSULE 8: BYSTAND

Voeg die volgende nuwe subklausule (9) in na die bestaande subklausule (8):

- “(9) 80 persent van 'n werknemer se bydraes moet onmiddellik aan hom terugbetaal word as hy sy werk verloor weens personeelvermindering wat deur die Bestuurskomitee goedgekeur is. Die saldo van sy bydraes plus die gedeelte van die werkgewer se bydraes waarop hy kragtens hierdie Ooreenkoms geregtig is, moet aan hom uitbetaal word nadat die belastingaanwysing van die Ontvanger van Inkomste ontvang is. Die saldo van die werkgewer se bydraes wat verbeurd verklaar sou word, moet vir 'n tydperk van twee jaar in die Fonds bly. Indien die werknemer binne hierdie tydperk weer tot die Nywerheid toetree, moet daardie gedeelte van die werkgewer se bydrae tot die werknemer se krediet geplaas word. Indien die werknemer nie binne hierdie tydperk weer tot die Nywerheid toetree nie, moet daardie gedeelte aan die Fonds verbeurd verklaar word.”

SCHEDULE**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE SOUTH-WESTERN DISTRICTS****AGREEMENT**

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

South-Western 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 South-Western Districts,

to amend the Agreement published under Government Notice No. R. 1595 of 17 September 1971, as amended and renewed by Government Notices Nos. R. 103 and R. 104 of 28 January 1977, R. 603 of 20 March 1981, R. 988 of 21 May 1982, R. 496 of 11 March 1983, R. 873 of 4 May 1984, R. 1468 of 5 July 1985, R. 844 of 16 April 1987 and R. 409 of 1 March 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged and employed in the Industry, respectively;
- (b) in the Magisterial Districts of George, Knysna, Mossel Bay and Oudtshoorn (hereinafter referred to as the South-Western Districts).

2. CLAUSE 3: DEFINITIONS

(1) In the introductory paragraph substitute the expression "Labour Relations Act, 1956" for the expression "Industrial Conciliation Act, 1956".

(2) In the definition of "Act", substitute the expression "Labour Relations Act, 1956", for the expression "Industrial Conciliation Act, 1956".

3. In the definition of "old age", substitute the expression "55 years" for the expression "60 years".

3. CLAUSE 5: ADMINISTRATION OF THE FUND

In subclause (4), substitute the expression "Director-General: Labour", for the expression "Secretary for Labour".

4. CLAUSE 8: BENEFITS

Insert the following new subclause (9) after the existing subclause (8):

- “(9) 80 per cent of an employee's contributions shall be refunded to him immediately if he has been retrenched and such retrenchment has been approved by the Management Committee. The balance of his contributions plus the portion of the employer's contributions to which he is entitled in terms of this Agreement shall be refunded to him after receipt of the tax directive from the Receiver of Revenue. The balance of the employer's contributions which would have been forfeited, shall remain in the Fund for a period of two years. If the employee returns to the Industry within this period, that portion of the employer's contribution shall be credited to him. If the employee does not return to the Industry within this period, that portion shall be forfeited to the Fund.”

**5. KLOUSULE 16: GROEPBEGRAFNIS-
ASSURANSIESKEMA**

In subklousule (3), vervang die uitdrukking "65" deur die uitdrukking "60".

Hierdie Ooreenkoms is namens die partye op hede die 17de dag van Mei 1994 onderteken.

S. A. MEYER,
Voorsitter.

J. DIPPENAAR,
Ondervoorsitter.

I. DUNSTAN,
Sekretaris.

No. R. 1423 19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956**MEUBELNYWERHEID, OOSTELIKE KAAPPROVIN-
SIE: HERNUWING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings No. R. 1654 van 6 Augustus 1982, R. 33 van 7 Januarie 1983, R. 163 van 3 Februarie 1984, R. 2093 van 21 September 1984, R. 141 van 24 Januarie 1986, R. 843 van 2 Mei 1986, R. 438 van 6 Maart 1987, R. 1704 van 7 Augustus 1987, R. 2808 van 18 Desember 1987, R. 805 van 21 April 1989, R. 2525 van 17 November 1989, R. 725 van 5 April 1991, R. 3445 van 11 Januarie 1993, R. 1416 van 6 Augustus 1993 en R. 2548 van 31 Desember 1993, van krag is vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1994 eindig.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1424 19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956**MEUBELNYWERHEID, OOSTELIKE KAAPPROVIN-
SIE: WYSIGING VAN HOOFOOREENKOMS**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms genoem) 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 31 Desember 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

**5. CLAUSE 16: GROUP FUNERAL ASSURANCE
SCHEME**

In subclause (3), substitute the expression "60" for the expression "65".

This Agreement signed on behalf of the parties this 17th day of May 1994.

S. A. MEYER,
Chairman.

J. DIPPENAAR,
Vice-Chairman.

I. DUNSTAN,
Secretary.

No. R. 1423 19 August 1994

LABOUR RELATIONS ACT, 1956**FURNITURE MANUFACTURING INDUSTRY, EAST-
ERN CAPE PROVINCE: RENEWAL OF MAIN
AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 1654 of 6 August 1982, R. 33 of 7 January 1983, R. 163 of 3 February 1984, R. 2093 of 21 September 1984, R. 141 of 24 January 1986, R. 843 of 2 May 1986, R. 438 of 6 March 1987, R. 1704 of 7 August 1987, R. 2808 of 18 December 1987, R. 805 of 21 April 1989, R. 2525 of 17 November 1989, R. 725 of 5 April 1991, R. 3445 of 11 January 1993, R. 1416 of 6 August 1993 and R. 2548 of 31 December 1993, to be effective from the second Monday after the date of publication of this notice and for the period ending 31 December 1994.

T. T. MBOWENI,
Minister of Labour.

No. R. 1424 19 August 1994

LABOUR RELATIONS ACT, 1956**FURNITURE MANUFACTURING INDUSTRY, EAST-
ERN CAPE PROVINCE: AMENDMENT OF MAIN
AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending 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 31 December 1994, upon the employers' organisation and the trade union which entered into the Amending 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 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 die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

OOREENKOMS

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

Midland 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 die Oostelike Kaapprovinsie,

tot wysiging van die Ooreenkoms gepubliseer by Goewermetskennisgewing No. R. 1654 van 6 Augustus 1982, soos gewysig, verleng en hiernieu by Goewermetskennisgewings Nos. R. 33 van 7 Januarie 1983, R. 162 en R. 163 van 3 Februarie 1984, R. 2093 van 21 September 1984, R. 141 van 24 Januarie 1986, R. 842 en R. 843 van 2 Mei 1986, R. 438 van 6 Maart 1987, R. 1703 en R. 1704 van 7 Augustus 1987, R. 2808 van 18 Desember 1987, R. 805 van 21 April 1989, R. 1914 van 1 September 1989, R. 2525 van 17 November 1989, R. 1827 van 3 Augustus 1990, R. 99 van 18 Januarie 1991, R. 725 van 5 April 1991, R. 1757 van 2 Augustus 1991, R. 751 van 13 Maart 1992, R. 1746 van 26 Junie 1992, R. 3444 en R. 3445 van 31 Desember 1992, R. 1415 en R. 1416 van 6 Augustus 1993 en R. 2548 van 31 Desember 1993.

DEEL I

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid nagekom word—

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

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 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 Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

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

AGREEMENT

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

Midland 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 Eastern Cape Province,

to amend the Agreement published under Government Notice No. R. 1654 of 6 August 1982, as amended, extended and renewed by Government Notices Nos. R. 33 of 7 January 1983, R. 162 and R. 163 of 3 February 1984, R. 2093 of 21 September 1984, R. 141 of 24 January 1986, R. 842 and R. 843 of 2 May 1986, R. 438 of 6 March 1987, R. 1703 and R. 1704 of 7 August 1987, R. 2808 of 18 December 1987, R. 805 of 21 April 1989, R. 1914 of 1 September 1989, R. 2525 of 17 November 1989, R. 1827 of 3 August 1990, R. 99 of 18 January 1991, R. 725 of 5 April 1991, R. 1757 of 2 August 1991, R. 751 of 13 March 1992, R. 1746 of 26 June 1992, R. 3444 and R. 3445 of 31 December 1992, R. 1415 and R. 1416 of 6 August 1993 and R. 2548 of 31 December 1993.

PART I

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (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, respectively, in the said Industry;

- (b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (K.P.), Murraysburg, Noupoot, Pearston, Richmond (K.P.) [met inbegrip van die gedeelte van die landdrosdistrik Victoria-Wes wat voor 29 Januarie 1982 (Goewermentskennisgewing No. 165 van 29 Januarie 1982) binne die landdrosdistrik Richmond (K.P.) geval het], Steytterville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore.

(2) (a) Die doel van die Ooreenkoms is om die vaardigheidsvlak van elke werknemer te erken, om geleenthede vir sy verdere vordering te bied en om vlakke van besoldiging en ander diensvoorwaardes vir werknemers vas te stel sonder om ondernemersinisiatief en werkgeleenthede enigsins te beperk.

(b) Waar 'n werkgever of 'n werknemer die Raad daarvan kan oortuig dat enige van die bepalings van hierdie Ooreenkoms ondernemersinisiatief en/of werkgeleenthede beperk, kan sodanige werkgever of werknemer by die Raad aansoek doen om vrystelling van daardie spesifieke bepalings en die Raad kan sodanige vrystelling verleen."

2. KLOUSULE 3: WOORDOMSKRYWING

In klausule 3.1—

- (a) voeg die volgende nuwe omskrywing in tussen die huidige omskrywings van "noodwerk" en "diens":

" 'werknemer' 'n persoon wat deur 'n werkgever in diens geneem is, hetsy op 'n permanente, tydelike of loswerkgrondslag, om die werk te verrig wat in Deel II van hierdie Ooreenkoms uiteengesit word;"

- (b) vervang die huidige omskrywing van " 'werkende eienaar' of 'werkende vennoot' " deur die volgende omskrywing:

" 'Werkende eienaar, vennoot, direkteur of lid' 'n werkgever wat persoonlik enige van die werk verrig wat in Deel II van hierdie Ooreenkoms uiteengesit word."

3. KLOUSULE 15: UITGAWES VAN DIE RAAD

In die eerste sin, vervang die uitdrukking "35c" deur die uitdrukking "60c".

4. KLOUSULE 17: WERKENDE EIENAARS EN VENNOTE

Vervang die bestaande klausule 17 deur die volgende:

"17. WERKENDE EIENAAR, VENNOOT, DIREKTEUR OF LID

17.1 Alle werkende eienaars, vennote, direkteure of lede moet die erkende ure handhaaf wat vir werknemers in hierdie Ooreenkoms voorgeskryf word.

17.2 Geen persoon is bevoeg om in diens geneem te word om enige van die werk wat in Deel II van hierdie Ooreenkoms uiteengesit word, as 'n werkende eienaar, vennoot, direkteur of lid te verrig nie, tensy—

17.2.1 die betrokke indiensneming kragtens 'n skriftelike ooreenkoms geskied wat nie deur enige party daarby beëindig kan word sonder om kennis van minstens drie maande te dien effekte te gee nie; en

17.2.2 die bedrag en voordele wat die persoon ten opsigte van voormelde diens oor 'n gespesifiseerde tydperk ontvang, die besoldiging en die voordele te bowe gaan waarop hy ingevolge hierdie Ooreenkoms geregtig sou gewees het vir sy dienste vir dieselfde tydperk."

- (b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Kirkwood, Hofmeyr, Middelburg (C.P.), Murraysburg, Noupoot, Pearston, Richmond (C.P.) [including that portion of the Magisterial District of Victoria West which, prior to 29 January 1982 (Government Notice No. 165 of 29 January 1982), fell within the Magisterial District of Richmond (C.P.)], Steytterville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

(2) (a) The purpose of the Agreement shall be to recognise the level of skill of every employee, to provide opportunities for his further progress and to establish levels of remuneration and other conditions of employment for employees without in any way restricting entrepreneurial initiative and employment opportunities.

(b) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions and the Council may grant such exemption."

2. CLAUSE 3: DEFINITIONS

In clause 3.1—

- (a) insert the following new definition between the existing definitions of "emergency work" and "employment":

" 'employee' means any person employed by an employer, whether on a permanent, temporary or casual basis, to perform the work specified in Part II of this Agreement;"

- (b) substitute the following definition for the existing definition of 'working proprietor' or 'working partner':

" 'working proprietor, partner, director or member' means an employer who is personally engaged in doing any of the work specified in Part II of this Agreement."

3. CLAUSE 15: EXPENSES OF THE COUNCIL

In the first sentence, substitute the expression "60c" for the expression "35c".

4. CLAUSE 17: WORKING PROPRIETORS AND PARTNERS

Substitute the following for the existing clause 17:

"17. WORKING PROPRIETOR, PARTNER, DIRECTOR OR MEMBER

17.1 All working proprietors, partners, directors and members shall observe the recognised hours prescribed for employees in this Agreement.

17.2 No person shall be capable of being employed to perform any of the work specified in Part II of this Agreement as a working proprietor, partner, director or member unless—

17.2.1 the relevant employment is in terms of an agreement in writing, which cannot be terminated by any party thereto, giving notice to this effect of less than three months; and

17.2.2 the amount and benefits received by the person in terms of the aforementioned employment over any period specified, exceeds the remuneration and the benefits he would have been entitled to receive for his services for the same period in terms of the provisions of this Agreement."

Namens die partye op hede die 8ste dag van April 1994 te Port Elizabeth onderteken.

J. B. CONNACHER,
Voorsitter van die Raad.

C. E. HOULIE,
Ondervoorsitter van die Raad.

I-M. DUNSTAN,
Sekretaris van die Raad.

No. R. 1426 19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956 INTREKKING VAN GOEWERMENSKENNIS- GEWINGS

MEUBELNYWERHEID, ORANJE-VRYSTAAT

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings Nos. R. 622 van 16 April 1993 en R. 1742 van 17 September 1993 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1427 19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, ORANJE-VRYSTAAT: HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1997 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (4) (f) en (h), 22, 23, 24, 27 en 33 met ingang van die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1997 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.

T. T. MBOWENI,
Minister van Arbeid.

Signed at Port Elizabeth, on behalf of the parties, this 8th day of April 1994.

J. B. CONNACHER,
Chairman of the Council.

C. E. HOULIE,
Vice-Chairman of the Council.

I-M. DUNSTAN,
Secretary of the Council.

No. R. 1426 19 August 1994

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 662 of 16 April 1993 and R. 1742 of 17 September 1993 with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI,
Minister of Labour.

No. R. 1427 19 August 1994

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE: MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, 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 on 30 April 1997, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (4) (f) and (h), 22, 23, 24, 27 and 33, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1997, 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.

T. T. MBOWENI,
Minister of Labour.

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

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

Vereniging van Meubelfabrikante en Stoffeerdere, O.V.S. (hierna die "werkgewers" of 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 die Oranje-Vrystaat, soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

INDELING VAN OOREENKOMS

Hierdie Ooreenkoms is soos volg in 43 klousules ingedeel:

- Klousule 1.—Toepassingsbestek van Ooreenkoms.
- Klousule 2.—Geldigheidsduur van Ooreenkoms.
- Klousule 3.—Woordskrywing.
- Klousule 4.—Sluiting van bedryfsinrigting vir die jaarlikse vakansiesluiting.
- Klousule 5.—Stukwerk en werk volgens 'n aansporsingskema.
- Klousule 6.—Buitewerk.
- Klousule 7.—Werkure, gewone tyd en oortyd, skofwerk, ruspouses en betaling vir oortydwerk.
- Klousule 8.—Korttyd.
- Klousule 9.—Betaling van besoldiging.
- Klousule 10.—Openbare vakansiedae met besoldiging.
- Klousule 11.—Verskaffing van gereedskap.
- Klousule 12.—Vakansiebonusfonds.
- Klousule 13.—Vrystellings.
- Klousule 14.—Bestaande leerlingsertifikate.
- Klousule 15.—Indiensneming van minderjariges.
- Klousule 16.—Uitgawes van die Raad.
- Klousule 17.—Registrasie van werkgewers.
- Klousule 18.—Werkende werkgewers.
- Klousule 19.—Vertoning van Ooreenkoms.
- Klousule 20.—Tyd- en loonregister.
- Klousule 21.—Administrasie van Ooreenkoms.
- Klousule 22.—Agente.
- Klousule 23.—Verteenwoordigers van Vakvereniging in die Raad.
- Klousule 24.—Indiensneming van vakverenigingsarbeid.
- Klousule 25.—Leerlinge.
- Klousule 26.—Dienssertifikaat.
- Klousule 27.—Ledegeld vir Vakvereniging.
- Klousule 28.—Loonkorting.
- Klousule 29.—Diensbeëindiging en afwesigheid.
- Klousule 30.—Verbode indiensneming.
- Klousule 31.—Ultra vires.
- Klousule 32.—Nuwe inkomelinge.
- Klousule 33.—Verlof van werkwinkelverteenvoorgeders.

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

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

Vereniging van Meubelfabrikante en Stoffeerdere, O.V.S. (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State, as it exists immediately prior to the coming into operation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

DIVISION OF AGREEMENT

This Agreement is divided into 43 clauses as follows:

- Clause 1.—Scope of application of Agreement.
- Clause 2.—Period of operation of Agreement.
- Clause 3.—Definitions.
- Clause 4.—Closing of establishment for annual holiday shut-down.
- Clause 5.—Piece-work and work under an incentive scheme.
- Clause 6.—Outwork.
- Clause 7.—Hours of work, ordinary and overtime, shift work, rest intervals and payment for overtime.
- Clause 8.—Short time.
- Clause 9.—Payment of remuneration.
- Clause 10.—Paid public holidays.
- Clause 11.—Provision of tools.
- Clause 12.—Holiday Bonus Fund.
- Clause 13.—Exemptions.
- Clause 14.—Existing learnership certificates.
- Clause 15.—Employment of minors.
- Clause 16.—Expenses of the Council.
- Clause 17.—Registration of employers.
- Clause 18.—Working employers.
- Clause 19.—Exhibition of Agreement.
- Clause 20.—Time and wage register.
- Clause 21.—Administration of Agreement.
- Clause 22.—Agents.
- Clause 23.—Trade union representatives on the Council.
- Clause 24.—Employment of trade union labour.
- Clause 25.—Learners.
- Clause 26.—Certificate of service.
- Clause 27.—Subscriptions to trade union.
- Clause 28.—Abatement of remuneration.
- Clause 29.—Termination of employment and absenteeism.
- Clause 30.—Prohibited employment.
- Clause 31.—Ultra vires.
- Clause 32.—New entrants.
- Clause 33.—Shop stewards' leave.

Klousule 34.—Kraamverlof.

Klousule 35.—Welwillendheidsverlof.

Klousule 36.—Verbod op kontrakwerk en/of die huur van arbeid.

Klousule 37.—Algemene bepalinge.

Klousule 38.—Werknemers wat hoër lone as die voorgeskrewe lone ontvang.

Klousule 39.—Langdiensbonus.

Klousule 40.—Uurloon.

Klousule 41.—Grondslag van betaling.

Klousule 42.—Differensiële lone.

Klousule 43.—Minimum Lone/Loonverhogings.

Aanhangsel A—Staat ingedien ingevolge klousule 12 (4) (a) van die Ooreenkoms.

Aanhangsel B—Mediese Sertifikaat ingevolge klousule 25 (2) van die Ooreenkoms.

Aanhangsel C—Registrasievorm ingevolge klousule 17 (1) van die Ooreenkoms.

Aanhangsel D—Aansoek om vrystelling: klousule 4 van die Ooreenkoms.

Aanhangsel E—Kennigewing vereis ingevolge klousule 7 (10) van die Ooreenkoms.

Aanhangsel F—Aansoek om vrystelling: klousule 32 van die Ooreenkoms.

Aanhangsel G—Minimum voorgeskrewe lone ingevolge klousule 43 van die Ooreenkoms.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die provinsie die Oranje-Vrystaat.

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 30 April 1997 eindig of vir sodanige tydperk as wat die Minister vasstel.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Arbeidsverhoudinge, 1956;

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

“assistentversendingsklerk” 'n werknemer wat die versendingsklerk onder sy regstreekse toesig bystaan;

Clause 34.—Maternity leave.

Clause 35.—Compassionate leave.

Clause 36.—Prohibition of contract work and/or hire of labour.

Clause 37.—General provisions.

Clause 38.—Employees receiving higher wages than those prescribed.

Clause 39.—Long-service bonus.

Clause 40.—Hourly rate.

Clause 41.—Basis of payment.

Clause 42.—Differential rate of remuneration.

Clause 43.—Minimum wages/Wage increases.

Appendix A—Statement submitted in terms of clause 12 (4) (a) of the Agreement.

Appendix B—Medical Certificate in terms of clause 25 (2) of the Agreement.

Appendix C—Registration document in terms of clause 17 (1) of the Agreement.

Appendix D—Application for exemption: clause 4 of the Agreement.

Appendix E—Notice required in terms of clause 7 (10) of the Agreement.

Appendix F—Application for exemption: clause 32 of the Agreement.

Appendix G—Minimum prescribed wages in terms of clause 43 of the Agreement.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as the Minister of Labour may determine in terms of section 48 of the Act and shall remain in operation for the period ending 30 April 1997 or such period as the Minister may determine.

3. DEFINITIONS

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

“Act” means the Labour Relations Act, 1956;

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

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

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

"assistenttydbeampte" 'n werknemer wat die tyd-beampte onder sy regstreekse toesig bystaan;

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

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

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

"onderbaas" 'n werknemer wat, behoudens die opdragte van die bestuur, gebruiklikerwys en gereeld die werk van ander werknemers in een of meer seksies van 'n bedryfsinrigting reël terwyl hy self ook betrokke is by die produksie, in die geheel of gedeeltelik, van meubels en/of stoffeerwerk, en/of enige van die werksaamhede verrig wat in klousule 43 van die Ooreenkoms genoem word;

"welwillendheidsverlof" verlof wat aan 'n werknemer toegestaan word by die afsterwe van naasbestaandes;

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

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

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

"ondervinding" die tydperk wat 'n werknemer altesaam (die beroep waarin hy aangestel is) in 'n nywerheid werksaam was;

"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 en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; en/of die vervaardiging en/of beitsing, bespuiting, of polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters, en kabinette vir musiekinstrumente en radio- of draadloosstelle; en omvat dit ook die vervaardiging van beddegoed, waarvan die omskrywing en vertolking alle soorte matrasse, veermatrasse, bomatrasse, kopkussings, peule en stoelkussings omvat; en omvat dit voorts die werksaamhede wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die vervaardiging van meubels gedoen word; en omvat dit voorts die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of enige werksaamheid verbonde

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

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

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

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

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

"chargehand" means an employee who customarily and regularly directs, subject to the instructions of management, the work of other employees in one or more sections of an establishment whilst he himself is also engaged in the production of furniture and/or upholstery in whole or in part—and/or in the performance of any of the operations mentioned in clause 43 of the Agreement;

"compassionate leave" means leave that is granted to an employee on the death of next of kin;

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

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

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

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

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or re-polishing; making loose covers and/or cushions and/or curtains; and/or making and/or repairing box-spring mattresses and/or frames for upholstering; wood machining, veneering and carving in connection with the manufacture and/or repair of furniture; polishing and/or repolishing pianos; and/or manufacturing and/or staining, spraying or polishing and/or re-polishing tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless sets; and also includes the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, springmattresses, overlays, pillows, bolsters and chair cushions; and further includes the activities carried on in any premises where woodmachining, wood-turning and/or wood carving in connection with the manufacture of furniture is carried on; and further includes repairing, re-upholstering or re-polishing furniture in or in connec-

aan die finale voorbereiding van 'n artikel, hetsy in die geheel of gedeeltelik, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word; maar omvat dit nie die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of roting gemaak word en die vervaardiging van metaalmeubels, uitgesonderd die vervaardiging van metaalkatels, nie;

"atjeebank" beteken 'n meubelstuk wat ontwerp is as sitplek en vir omstelling in 'n dubbelbed of twee of meer beddens en waarvan die raam hoofsaaklik van metaal gebou en die sitplek en/of slaoppervlakke uit matrasse en/of kussings bestaan;

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

- (a) as sy vernaamste plig, 'n bedryfsinrigting of 'n afdeling of onderafdeling daarvan bestuur; en/of
- (b) gebruiklikerwys en gereeld die werk van ander werknemers reël; en/of
- (c) die bevoegdheid besit om werknemers in diens te neem of te ontslaan of aanbevelings in dié verband of in verband met bevorderings of rangverlagings te doen; en/of
- (d) gebruiklikerwys en/of gereeld diskresionêre magte uitoefen; en
- (e) 'n week- of maandloon betaal word wat minstens gelyk is aan dié vir die hoogs betaalde werknemer in hierdie Ooreenkoms voorgeskryf; en
- (f) ten volle betaal word, ongeag of hy die volle getal werkure wat in hierdie Ooreenkoms voorgeskryf word, gewerk het of nie;

maar omvat dit nie werknemers wat betrokke is by kosteberekening, ontwerp, aankoop, beplanning, organiseren, reëling en/of kontroliering van die pligte van voormanne en/of toesighouers nie: Met dien verstande dat in die afwesigheid van voormanne en/of toesighouers, voornoemde uitgesonderde werknemers geag word die voormanne of toesighouers te wees;

"werknemer graad I" 'n werknemer wat enig van al die werksaamhede verrig wat in die Meubelnywerheid verrig word, uitgesonderd die werksaamhede vir werknemers graad II, III en IV voorgeskryf by klousule 43 van die Ooreenkoms;

werknemer graad II" 'n werknemer wat enige van of al die werksaamhede verrig wat in die Meubelnywerheid verrig word, uitgesonderd die werksaamhede vir werknemers graad I, III en IV voorgeskryf by klousule 43 van die Ooreenkoms;

"werknemer graad III" 'n werknemer wat enige van of al die werksaamhede verrig wat in die Meubelnywerheid verrig word, uitgesonderd die werksaamhede vir werknemers graad I, II en IV voorgeskryf by klousule 43 van die Ooreenkoms;

"werknemer graad IV" 'n werknemer wat enige van of al die werksaamhede verrig wat in die Meubelnywerheid verrig word, uitgesonderd die werksaamhede vir werknemers graad I, II en III voorgeskryf by klousule 43 van die Ooreenkoms;

"Vakansiebonusfonds" die Vakansiebonusfonds vir die Meubelnywerheid van die Oranje-Vrystaat wat by klousule 12 (4) (a) voortgesit en ingevolge daarvan deur die Raad geadministreer word;

tion with establishment in which the manufacture of furniture or any operation associated with the final preparation of any article, either in whole or in part, is carried on, and veneering laminated block-board or plywood doors used for furniture; but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, excluding the manufacture of metal bedsteads;

"studio couch" means an article of furniture which is designed for seating and for conversion into a double bed or two or more beds and of which the frame is constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions;

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

- (a) manages an establishment or a department or subdivision thereof as his primary duty; and/or
- (b) customarily and regularly directs the work of other employees; and/or
- (c) has the authority to engage or dismiss employees, or make suggestions as to same, or as to promotions or demotions; and/or
- (d) customarily and/or regularly exercises discretionary powers; and
- (e) is paid a wage of not less than that prescribed for the highest paid employee in this Agreement whether weekly or monthly; and
- (f) is paid in full, whether or not he completes the number of hours of work prescribed in this Agreement;

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

"Grade I employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the operations provided for employees in Grades II, III and IV in clause 43 of the Agreement;

Grade II employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the operations provided for employees in Grades I, III and IV in clause 43 of the Agreement;

"Grade III employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the operations provided for employees in Grades I, II and IV in clause 43 of the Agreement;

"Grade IV employee" means an employee who performs any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the operations provided for employees in Grades I, II and III in clause 43 of the Agreement;

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

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

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

"vakman" 'n werknemer graad I en/of graad II wat enige van of al die werksaamhede verrig wat in die Meubelnywerheid verrig word, uitgesonderd die werksaamhede vir werknemers graad III en IV voorgeskryf by klousule 43 van die Ooreenkoms, en wat—

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

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

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

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

"langdiensbonus" 'n bonus wat betaal word wat gegrond is op jare diens;

"militêre diens" diens ingevolge die Verdedigingswet, 1957;

"nuwe inkomeling" beteken 'n werknemer Graad IV wat nog nie voorheen in die Nywerheid werksaam was nie;

"vennoot" 'n persoon wat as sodanig aangedui word in 'n vennootskapsooreenkoms van 'n vennootskap wat ingevolge klousule 17 as werkgewer geregistreer is of geregistreer moet word, welke persoon—

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

(b) se naam voorkom as 'n vennoot in 'n vennootskapsooreenkoms wat by die Raad ingedien is en wat aan die vereistes van artikel 71 (2) van die Wet op Arbeidsverhoudinge, (No. 28 van 1957) moet voldoen;

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

"proefwerknemer" 'n werknemer vir wie lone voorgeskryf word en wat in diens is van 'n spesifieke bedryfsinrigting vir 'n proeftydperk van twee weke om die werkgewer in staat te stel om die werknemer se vermoë te bepaal om die werksaamhede in klousule 43 van die Ooreenkoms omskryf, te verrig;

"besoldiging" betaling in geld wat gedoen word of verskuldig is aan enigeen en wat op enige wyse hoegenaamd uit diens voortspruit;

"personeelverminderingstoelae" die bedrag wat soos by klousule 9 voorgeskryf, betaal moet word aan 'n werknemer wat afgedank is as gevolg van personeelvermindering;

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

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

"journeyman" means a Grade 1 and/or Grade II employee who performs any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the operations provided for employees Grade III and IV in clause 43 of the Agreement, and who—

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

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

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

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

"long-service bonus" means a bonus paid based on years of service;

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

"new entrant" means Grade IV employee who has not previously been employed in the Industry;

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

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

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

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

"probationer" means an employee for whom wages are prescribed and who is engaged at a specified establishment for a probationary period of two weeks to enable the employer to assess the employee's ability to perform the operations defined in clause 43 of the Agreement;

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

"retrenchment allowance" means the amount to be paid, as prescribed in clause 9, to an employee who has been retrenched;

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

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

"toesighouer"—kyk "voorman";

"tydbeampte" 'n werknemer wat in beheer is van 'n tydopneemtoestel en of tydopneemstelsel en/of wat rekords hou wat met hierdie soort werk in verband staan;

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

"werkende werkgewer" iemand, uitgesonderd 'n vennoot of 'n direkteur in 'n vennootskap of maatskappy of 'n lid van 'n beslote korporasie, wat self enige van die klasse werk bedoel in klousule 43 van die Ooreenkoms verrig en wat—

- ingevolge klousule 17 as werkgewer geregistreer is of geregistreer moet word; of
- 'n vennoot is in 'n vennootskap wat ingevolge klousule 17 as werkgewer geregistreer is of geregistreer moet word; of
- 'n direkteur is van 'n maatskappy wat ingevolge klousule 17 as werkgewers geregistreer is of geregistreer moet word; of
- 'n lid is van 'n beslote korporasie wat ingevolge klousule 17 as werkgewer geregistreer is of geregistreer moet word;

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

4. SLUITING VAN BEDRYFSINRIGTING VIR DIE JAARLIKSE VAKANSIESLUITING

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

(2) Werkgewers wat nie gedurende die tydperk bepaal by subklousule (1) hul bedryfsinrigting sluit nie, moet voor of op 1 November jaarliks en in die vorm voorgeskryf in Aanhangsel D van die Ooreenkoms aansoek doen om vrystelling van die bepaling van subklousule (1).

5. STUKWERK EN WERK VOLGENS 'N AANSPORINGSKEMA

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

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

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

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

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

"supervisor"—see "foreman";

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

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

"working employer" means a person, other than a partner or a director in a partnership or company or a member of a close corporation, who himself performs any of the classes of work referred to in clause 43 of the Agreement and who—

- is registered as an employer in terms of clause 17, or is liable to such registration; or
- is a partner in a partnership which is registered as an employer in terms of clause 17, or is liable to such registration; or
- is a director of a company which is registered as an employer in terms of clause 17, or is liable to such registration; or
- is a member of a close corporation which is registered as an employer in terms of clause 17, or is liable to such registration;

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

4. CLOSING OF ESTABLISHMENT FOR ANNUAL HOLIDAY SHUT-DOWN

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

(2) Employers who do not close their establishments during the period specified in subclause (1) shall, not later than 1 November annually and in the form prescribed in Appendix D of the Agreement, apply for exemption from the provisions of subclause (1).

5. PIECE-WORK AND WORK UNDER AN INCENTIVE SCHEME

(1) (a) No employer shall require or allow any person to perform piece-work.

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

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

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

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

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

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

6. BUITEWERK

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

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

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

(4) Geen werkgewer mag werk in verband met die vervaardiging van meubels, hetsy in die geheel of gedeeltelik, uitbestee nie, behalwe aan 'n bedryfsinrigting wat aanvaar is as lid van die werkgewersorganisasie wat 'n party is by hierdie Ooreenkoms, of wat by die Nywerheidsraad geregistreer is [maar behoudens subklousule (3)], behalwe dat waar 'n bedryfsinrigting nie georganiseer is om 'n bepaalde soort werk op sy eie perseel te doen nie en die Nywerheid nie daardie soort diens aan vervaardigers wat by die Nywerheid betrokke is, verskaf nie, werkgewers daarop geregtig is om dié werk uit te bestee.

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

(1) Behoudens andersluidende bepalings hierdie Ooreenkoms mag geen werkgewer van 'n werknemer vir wie lone by klousule 43 voorgeskryf word, uitgesonderd een wat uitsluitlik as wag werksaam is, vereis of hom toelaat—

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

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

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

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

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

6. OUTWORK

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

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

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

(4) No employer shall give out work in connection with the manufacture of furniture, either in whole or in part, other than to an establishment which has been accepted as a member of the employers' organisation which is a party to this Agreement, or which is registered with the Industrial Council [but subject to the provisions of subclause (3)], except that where an establishment is not organised for doing a particular type of work on its own premises and the Industry does not provide that type of service to manufacturers engaged in the Industry, employers shall be entitled to give out such work.

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

(1) Save as may be otherwise provided in this Agreement, no employer shall require or permit an employee for whom wages are prescribed in clause 43 other than one solely employed as a watchman—

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

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

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

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

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

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

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

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

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

(5) (a) *Oortydwerk*: Alle tyd wat gewerk word buite die weeklikse of daaglikse werkure voorgeskryf by subklousule (1) of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge subklousule (10) vertoon moet word, word geag oortyd te wees. Gewone ure gewerk, kan nie met oortydure aangevul word nie: Met dien verstande dat waar 'n werknemer van sy werk afwesig is met toestemming van sy werkgever of waar hy afwesig is weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en daar vir die oortydure wat in so 'n geval gewerk is, betaal moet word teen die oortydloon wat van toepassing is op die oortydure wat hy gewerk het: Met dien verstande voorts dat 'n werkgever na twee dae afwesigheid kan vereis dat 'n werknemer 'n mediese sertifikaat voorlê as bewys van die oorsaak van sy afwesigheid.

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

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

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

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

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

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

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

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

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

(5) (a) *Overtime*: All time worked outside the weekly or daily hours of work laid down in subclause (1), or worked outside the ordinary hours of work as specified in the notice which is required to be displayed in terms of subclause (10) shall be regarded as overtime. Normal hours worked cannot be replenished by overtime hours: Provided that where an employee is absent from work with the consent of his employer or where he is absent because of illness or circumstances beyond his control, this subclause shall not apply and hours of overtime worked in such a case shall be paid for at the overtime rate applicable to the hours of overtime worked by him: Provided further that an employer may after two days absence require an employee to submit a medical certificate as proof of the cause of his absence.

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

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

(a) 10 uur; of

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

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

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

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

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

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

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

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

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

(d) vir alle tyd langer as 56 uur per week gewerk, teen dubbel die loon van die betrokke werknemer.

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

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

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

(a) 10 hours; or

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

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

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

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

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

(8) *Payment for overtime and work on Sundays:* Subject to the provisions of subclause (5) hereof, overtime shall be paid for as follows for each hour or part of an hour so worked:

(a) For any time worked after the ordinary finishing time and up to 22:00 on any day from Mondays to Fridays, or up to 18:00 on Saturdays, at the rate of one and a third times the wage of the employee concerned;

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

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

(d) for all time worked in excess of 56 hours per week, at double the rate of pay of the particular employee.

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

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

8. KORTTYD

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

(2) Wanneer korttyd gewerk word, moet die beskikbare werk onder die werknemers in 'n seksie verdeel word, en indien daar gevind word dat dit nodig is om 'n werknemer af te dank, moet die werknemer wat afgedank word 'n personeelverminderingstoelae van een week se gewone loon vir elke voltooide jaar diens, onderworpe aan 'n maksimum van 12 weke se gewone loon, betaal word: Met dien verstande dat geen werknemer weens korttyd afgedank mag word nie voordat die korttydwerkure daal tot minder as 35 per week oor 'n ononderbroke tydperk van een week.

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

9. BETALING VAN BESOLDIGING

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

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

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

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

- (a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, 'n bedrag wat in verhouding is tot 'n tydperk wat 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is;
- (b) behoudens andersluidende bepalings in paragraaf (a), 'n bedrag eweredig aan tyd wat 'n bedryfsinrigting gesluit is ingevolge 'n onderlinge reëling tussen die werkgewer en minstens 75 persent van sy werknemers;
- (c) met die skriftelike toestemming van 'n werknemer, bedrae vir siekte-, versekerings, pensioen- of ander soortgelyke fondse;
- (d) bydraes ingevolge klousule 16 van die Ooreenkoms;
- (e) enige bedrag wat 'n werkgewer regtens of ingevolge 'n bevel van 'n bevoegde hof moet of, mag aftrek;
- (f) aftrekkings vir ledegeld van die vakvereniging;
- (g) wanneer die gewone werkure wat in klousule 7 voorgeskryf word, weens korttyd verminder word, 'n bedrag eweredig aan die hoeveelheid korttyd gewerk;
- (h) bydraes tot die Raad se Siektebystandsfonds en Siekteverloffonds;
- (i) bydraes tot die Raad se Pensioenfonds.

8. SHORT TIME

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

(2) When short time is worked, the work available shall be distributed amongst the employees in any section, and should it be found necessary to dismiss any employee, the employee to be dismissed shall be paid a retrenchment allowance of one week's normal wages for each completed year of service, subject to a maximum of 12 weeks normal wages: Provided that no employee shall be dismissed by reason of short time until the hours on short time fall below 35 per week over a continuous period of one week.

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

9. PAYMENT OF REMUNERATION

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

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

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

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

- (a) Save as may be otherwise provided by this Agreement, a *pro rata* amount for any period which an employee is absent from his work for any reason other than on the instructions or at the request of his employer;
- (b) save as may be otherwise provided in paragraph (a), an amount proportionate to any time during which an establishment may be closed in pursuance of a mutual agreement between the employer and at least 75 per cent of his employees;
- (c) with the written consent of the employee, amounts for sick, assurance, pension or other similar funds;
- (d) contributions in terms of clause 16 of the Agreement;
- (e) any amount which an employer is required or permitted to make in terms of any statutory provisions or order of any competent Court;
- (f) deductions for trade union subscriptions;
- (g) if the ordinary hours of work prescribed in clause 7 are reduced owing to short time, an amount proportionate to such reduction;
- (h) contributions to the Council's Sick Benefit Fund and Sickleave Fund;
- (i) contribution to the Council's Pension Fund.

10. OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartdag, Republiekdag, 16 Junie, Krugersdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging. Behoudens subklousule (2) moet elke werknemer vir elk van hierdie vakansiedae, selfs al val Republiekdag, Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag of 'n Sondag, betaal word teen agt en vier vyfde maal sy uurloon, of sy uurloon maal die getal ure wat hy gewoonlik sou gewerk het indien die dag nie 'n vakansiedag met besoldiging was nie.

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

(a) Goeie Vrydag; of

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

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

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

(a) Die Vrydag na Hemelvaartdag;

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

(c) die Joodse Versoendag;

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

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

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

(6) Ondanks subklousule (1) is 'n werknemer wie se werkgever van hom vereis om op die dag onmiddellik voor en/of na enige van die openbare vakansiedae in hierdie klousule bedoel, te werk en wat op sodanige dag of dae van sy werk afwesig is, nie op besoldiging vir sodanige vakansiedag geregtig nie tensy hy met toestemming van sy werkgever of vanweë siekte of omstandighede buite sy beheer afwesig is of tensy hy die ure van die betrokke dag of dae ingewerk het, in welke geval besoldiging vir die dag ooreenkomstig hierdie klousule moet geskied.

11. VERSKAFFING VAN GEREEDSKAP

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

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

10. PAID PUBLIC HOLIDAYS

(1) Good Friday, Family Day, Workers' Day, Ascension Day, Republic Day, 16 June, Kruger Day, Day of the Vow, Christmas Day and New Year's Day shall be paid holidays. Every employee shall, subject to the provisions of subclause (2), receive payment for each of these holidays, notwithstanding that Republic Day, Day of the Vow, Christmas Day or New Year's Day may fall on a Saturday or Sunday, at the rate of eight and four fifths' time his hourly rate, or his hourly rate multiplied by the number of hours he would ordinarily have worked, had such day not been a paid holiday.

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

(a) Good Friday; or

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

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

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

(a) The Friday after Ascension Day;

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

(c) the Jewish day of Atonement;

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

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

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

(6) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work on the day immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself on such day or days shall not be entitled to payment for such holiday unless absent with the permission of his employer or on account of illness or circumstances beyond his control or unless the hours of the day or days concerned have been worked in, in which event payment shall be made for the day as provided for in terms of this clause.

11. PROVISION OF TOOLS

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

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

12. VAKANSIEBONUSFONDS

(1) (a) Elke werkgewer moet ten opsigte van elke werknemer (insluitende leerlinge), uitgesonderd 'n los werknemer, vir elke week Vakansiebonusfondsgeld ooreenkomstig subklousules (2) en (4) 'n bedrag gelyk aan 15 persent van so 'n werknemer se besoldiging, uitgesonderd die addisionele kontantbonus in klousule 43 bedoel, aan die Raad betaal: Met dien verstande dat sodanige betaling deur die werkgewer gemaak moet word slegs indien—

- (i) die werknemer gedurende die eerste en/of laaste werkweek van die jaar die maksimum getal gewone ure gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te werk;
- (ii) die werknemer gedurende die eerste week van diensaanvaarding die maksimum getal gewone ure gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te werk; of
- (iii) die werknemer 44 uur of langer in 'n bepaalde week gewerk het of die gewone ure van die bedryfsinrigting per week waar die gewone werkure minder as 44 uur is.

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

- (i) 10 persent van 'n werknemer se besoldiging, indien die werknemer tot hoogstens 'n halfuur minder gewerk het as die gewone ure van die bedryfsinrigting; of
- (ii) vyf persent van die werknemer se besoldiging, indien die werknemer minder ure gewerk het as dié in subparagraaf (i) hierbo bepaal.

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

(d) Vir die toepassing van hierdie klousule en klousule 18 word die besoldiging van 'n werkende werkgewer geag die loon te wees wat vir die hoogs besoldigde werknemer in hierdie Ooreenkoms voorgeskryf word.

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

(b) Die uitdrukking "geag word te gewerk het" in die omskrywing van "besoldiging" in paragraaf (a) beteken die tydperk waarin dit vir die werknemer nie moontlik was om te werk nie vanweë korttyd, of siekte tot en met 40 dae in 'n jaar, of wat hy nie gewerk het nie omdat hy militêre diens verrig het oor 'n maksimum tydperk van vier maande, of wat hy nie gewerk het nie op die openbare vakansiedae met besoldiging in klousule 10 (1) en (3) bedoel of met die toestemming of latere goedkeuring van sy werkgewer.

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

(d) Die uitdrukking "die loontarief per uur wat van toepassing is, afhangende van wanneer hy dié ure gewerk het," ná die woorde "moet die uurtarief en/of" in die omskrywing van "besoldiging" in paragraaf (a) beteken die loontarief betaalbaar per uur ingevolge klousules 7 en 10 van die Ooreenkoms; dit wil sê een en 'n derde maal, een en 'n half maal of twee maal die uurtarief, na gelang van die geval.

12. HOLIDAY BONUS FUND

(1) (a) Every employer shall pay to the Council in respect of every employee (including learners), other than a casual employee, Vacation Bonus Fund money for every week in accordance with subclauses (2) and (4) of an amount equal to 15 per cent of such employee's remuneration, excluding the additional cash bonus referred to in clause 43: Provided that such payment shall be made by the employer only if—

- (i) the employee has, during the first and/or last working week of the year, worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment;
- (ii) the employee has, during the first week of commencement of employment, worked the maximum number of ordinary hours that it was possible for the employee to have worked in the establishment; or
- (iii) the employee has worked 44 hours or more in a particular week or the ordinary weekly hours of establishment where the ordinary hours of work are less than 44.

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

- (i) 10 per cent of an employee's remuneration if the employee has worked not more than half an hour less than the ordinary hours of the establishment; or
- (ii) five per cent of an employee's remuneration if the employee has worked a lesser number of hours than those provided in subparagraph (i) above.

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

(d) For the purposes of this clause and clause 18, the remuneration of a working employer shall be deemed to be the wage prescribed for the highest paid employee in this Agreement.

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

(b) The expression "deemed to have been worked" contained in the definition of "remuneration" in paragraph (a) shall mean such period as an employee was unable to work owing to short-time or illness up to 40 days in one year, or did not work whilst doing military service for a maximum period of four months or on the paid public holidays referred to in clause 10 (1) and (3) or with the consent or subsequent approval of the employer.

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

(d) The expression "the wage rate per hour applicable, dependent on when such hours were worked" after the words "by the hourly rate and/or" in the definition of remuneration in paragraph (a) shall mean the wage rate payable per hour in terms of clauses 7 and 10 of the Agreement; that is one and a third time, one and a half times or twice the hourly rate, as the case may be.

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

(4) (a) Die werkgever moet, behoudens paragraaf (b), alle bedrae wat betaalbaar is ingevolge subklousule (1) maand vir maand en voor of op die 15de dag van elke maand wat volg op dié waarin dit verskuldig is, aan die Sekretaris van die Raad betaal vir storting in die Vakansiebonusfonds vir die Meubelnywerheid van die Oranje-Vrystaat wat bestaan uit die fonds ingestel by Goewermentskenningsgewing No. 435 van 21 Maart 1958 en getitel die Vakansiefonds vir die Meubelnywerheid van die Oranje-Vrystaat en die fonds ingestel by Goewermentskenningsgewing No. R. 2206 van 10 Desember 1971 en getitel die O.V.S. Bonusfonds vir Meubelwerkers, wat geamalgameer en hierby voortgesit word, hierna die "Vakansiebonusfonds" genoem. Wanneer sodanige bedrag betaal word, moet die werkgever 'n staat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms verstrek.

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

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

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

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

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

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

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

(4) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclause (1) shall be paid by the employer month by month, and not later than the 15th day of each month following that in respect of which they are due, to the Secretary of the Council for deposits into the Furniture Manufacturing Industry Holiday Bonus Fund of the Orange Free State consisting of the fund established under Government Notice No. 435, dated 21 March 1958, and styled the Holiday Fund for the Furniture Manufacturing Industry of the Orange Free State, and the fund established under Government Notice No. R. 2206, dated 10 December 1971, and styled the Oranje Free State Bonus Fund for Furniture Workers, which are amalgamated and hereby continued, hereinafter referred to as the "Holiday Bonus Fund". When making such payment, the employer shall furnish a statement in the form prescribed in Appendix A to this Agreement.

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

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

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

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

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

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

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

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

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

(b) uitgawes gedurende die voorafgaande 12 maande geëindig 31 Oktober onder alle hoofde aangegaan, tesame met 'n balansstaat wat die bates en laste van die Vakansiebonusfonds op daardie datum toon.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. VRYSTELLINGS

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

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

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

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

(4) Die Sekretaris van die Raad moet—

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

14. BESTAANDE LEERLINGSERTIFIKATE

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

15. INDIENSNEMING VAN MINDERJARIGES

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

16. UITGAWES VAN DIE RAAD

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

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

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

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

13. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

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

14. EXISTING LEARNERSHIP CERTIFICATES

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

15. EMPLOYMENT OF MINORS

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

16. EXPENSES OF THE COUNCIL

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

(2) Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 15de dag van elke maand, aan die Sekretaris van die Raad stuur tesame met sy loonregister of 'n uittreksel daarvan waarin die name van die werknemers en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aange-stuur word, vermeld word.

17. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge enige vorige ooreenkoms gedoen het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand nadat hy met sy werksaamhede begin het, aan die Sekretaris van die Raad 'n ingevulde registrasievorm stuur in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms.

Opmerking: Hierdie Aanhangsel is verkrygbaar van die Sekretaris van die Raad, Posbus 869, Bloemfontein, 9300.

(2) Waar die werkgewer 'n vennootskap of 'n beslote korporasie is, moet inligting ooreenkomstig subklousule (1) in verband met elkeen van die vennote of die lede van die beslote korporasie verstrek word, asook die naam waaronder die vennootskap of die beslote korporasie bedryf word, tesame met 'n kopie van die vennootskapsooreenkoms of die stigtingsverklaring van die beslote korporasie, na gelang van die geval.

(3) (a) Wanneer daar enige wysiging in die besonderhede is wat ingevolge subklousule (1) verstrek is, moet die werkgewer binne 14 dae na sodanige wysiging 'n nuwe ingevulde Aanhangsel C by die Raad indien.

(b) 'n Werkgewer wat voornemens is om op te hou om 'n werkgewer te wees, moet die Sekretaris van die Raad minstens 14 dae voor die datum waarop hy voornemens is om aldus op te hou, skriftelik daarvan in kennis stel.

18. WERKENDE WERKGEWERS

Alle werkende werkgewers moet die weeklikse werkure voorgeskryf ingevolge hierdie Ooreenkoms nakom en moet voorts voldoen aan klousule 12 (1) van hierdie Ooreenkoms.

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in beide Engels en Afrikaans opplak en opgeplak hou.

20. TYD- EN LOONREGISTER

(1) Elke werkgewer moet ingevolge artikel 57 van die Wet 'n register byhou van die besoldiging wat aan elkeen van sy werknemers betaal is en van die tyd wat elke werknemer gewerk het.

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

21. 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 en beslissings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

22. AGENTE

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

(2) 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, submitting at the time of payment his wage register or an extract therefrom showing the names of the employees and the period worked by each in respect of the amount forwarded.

17. REGISTRATION OF EMPLOYERS

(1) Every employer shall within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every employer entering the Industry after that date shall within one month of commencement of operation by him forward to the Secretary of the Council a completed registration form in the form specified in Appendix C to this Agreement.

Note: This Appendix is obtainable from the Secretary of the Council at P.O. Box 869, Bloemfontein, 9300.

(2) Where the employer is a partnership or a close corporation, information in accordance with subclause (1) regarding each of the partners or members of the close corporation, as well as the title under which the partnership or close corporation operates, shall be furnished, in addition to a copy of the partnership agreement or founding statement of the close corporation, as the case may be.

(3) (a) Whenever there is any alteration in the details submitted in terms of subclause (1) the employer shall resubmit a completed Appendix C to the Council within 14 days of such alteration.

(b) An employer who intends to cease being an employer shall notify the Secretary of the Council, in writing, at least 14 days prior to the date on which he intends such cessation.

18. WORKING EMPLOYERS

All working employers shall observe the weekly working hours prescribed in terms of this Agreement and shall further observe the provisions of clause 12 (1) of this Agreement.

19. EXHIBITION OF AGREEMENT

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

20. TIME AND WAGE REGISTER

(1) Every employer shall, in terms of section 57 of the Act, keep a register of remuneration paid to every one of his employees and of time worked by each employee.

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

21. 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.

22. AGENTS

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

23. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

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

24. INDIENSNEEMING VAN VAKVERENIGINGSARBEID

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

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

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

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

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

25. LEERLINGE

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

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

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen word om as leerling te werk 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgever en die tydperk waarin die toestemming van krag sal wees, gemeld word: Met dien verstande

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

24. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

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

25. LEARNERS

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

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

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, his age, the minimum wage payable to him, the name of the employer and the period during which the permission shall be effective: Provided that the Council may, if it deems fit and if the provi-

dat die Raad, as hy dit dienstig ag en as subklousule (7) hiervan nie meer van toepassing is nie, en nadat daar een week vooraf skriftelik kennis aan die werkgewer en die werknemer gegee is, 'n sertifikaat wat ooreenkomstig hierdie subklousule uitgereik is, kan intrek, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het al dan nie.

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

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

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

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

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

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

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

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

26. DIENSSERTIFIKAAT

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

27. LEDEGELD VIR VAKVERENIGING

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

28. LOONKORTING

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

sions of subclause (7) of this clause no longer apply, after one week's notice in writing has been given to the employer and the employee, withdraw any certificate issued in terms of this subclause, whether or not the period for which permission was granted has expired.

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

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

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

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

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

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

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

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

26. CERTIFICATE OF SERVICE

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

27. SUBSCRIPTIONS TO TRADE UNION

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

28. ABATEMENT OF REMUNERATION

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

(2) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkgever of op 'n plek deur sy werkgever aangewys kos of inwoning aan te neem nie of om van sy werkgever goedere te koop of eiendom te huur nie.

29. DIENSBEËINDIGING EN AFWESIGHEID

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

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

30. VERBODE INDIENSNEMING

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

31. ULTRA VIRES

Indien enige bepalings van hierdie Ooreenkoms deur 'n bevoegde geregshof ultra vires verklaar word, word die ander bepalings van hierdie Ooreenkoms geag die Ooreenkoms uit te maak en bly dit van krag vir die onverstreke geldigheidsduur van hierdie Ooreenkoms.

32. NUWE INKOMELINGE

(1) 'n Nuwe inkomeling wat vanaf die datum van inwerkingtreding van hierdie ooreenkoms of daarna, tot die Nywerheid toetree, word toegelaat om slegs werksaamhede soos vir graad III en IV werknemers beskryf in klousule 43 van hierdie Ooreenkoms te verrig.

(2) Die werkgever van sodanige nuwe inkomeling kan skriftelik en in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms aansoek doen om die nuwe inkomeling vir die eerste ses maande diens te besoldig teen 60 persent van de voorgeskrewe minimum loon vir werknemers graad III en IV soos in klousule 43 van die Ooreenkoms.

33. VERLOF VAN WERKWINKEL VERTEENWOORDIGERS

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

- (a) die verlofsiklus begin op 1 November elke jaar. Verlof wat nie deur 'n werkwinkelvertegenwoordiger geneem word nie moet gedurende 'n enkele verlofsiklus aan die nuut gekose werkwinkelvertegenwoordiger toeval. Verlof is nie oploepbaar of oordraagbaar van een werkgever na 'n ander werkgever nie;
- (b) die vakvereniging moet die program van die opleidingskursusse en/of seminare en/of die agenda van vergaderings minstens sewe dae vooraf aan die werkgever bekend maak;

(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 to hire property from his employer.

29. TERMINATION OF EMPLOYMENT AND ABSENTEEISM

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

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

30. PROHIBITED EMPLOYMENT

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

31. ULTRA VIRES

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

32. NEW ENTRANTS

(1) A new entrant who enters the industry from the date on which this Agreement comes into operation or thereafter, shall be permitted to perform only operations as described for Grade III and IV employees in clause 43 of this Agreement.

(2) The employer of such new entrant may apply in writing and in the form prescribed in Appendix D of this Agreement to remunerate the new entrant at 60 per cent of the prescribed minimum wage for Grade III and IV employees as in clause 43 of the Agreement for the first six months of service.

33. SHOP STEWARDS' LEAVE

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

- (a) The leave cycle shall commence on 1 November of each year. Leave not taken by a shop steward shall accrue to the newly elected shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another;
- (b) the trade union shall make the training course and/or seminar content and/or agenda of meetings available to the employer at least seven days in advance;

- (c) die vakvereniging met vooraf reëlings met 'n werk-gewer tref vir die vrystelling van sleutelpersoneel. Hoogstens 50 persent van die gekose werkwinkelver-teenwoordigers by 'n bepaalde bedryfsinrigting mag op 'n spesifieke dag 'n opleidingskursus en/of seminaar en/of vergadering bywoon;
- (d) die getal werkwinkelvertegenwoordigers wat in 'n bepaalde bedryfsinrigting gekies word, moet in die ver-houding van hoogstens een tot 10 werknemers wees;
- (e) die naam/name van die gekose werkwinkelvertegen-woordigers moet deur die senior werkwinkelvertegen-woordiger aan die werkgever bekend gemaak word;
- (f) die vakvereniging moet die werkgever van skriftelike bewys voorsien dat die opleidingskursus en/of semi-naar en/of vergadering, vir watter doel die verlof met besoldiging toegestaan is, deur die spesifieke werkwinkelvertegenwoordigers bygewoon is.

34. KRAAMVERLOF

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

- (a) Die werknemer wat met kraamverlof afwesig is, moet haar werkgever voor of op die verstrykingsdatum van die tydperk van drie maande in kennis stel of sy haar diens sal hervat al dan nie;
- (b) bewys van die bevalling moet aan die werkgever verskaf word op die datum waarop die werknemer diens hervat in die vorm van 'n geboortesertifikaat of 'n sterftesertifikaat, in die geval van 'n stilgeboorte, of 'n mediese sertifikaat in die geval van 'n miskraam;
- (c) die werkgever kan die waarborgtydperk van drie maande verleng by ontvangs van 'n geldige mediese sertifikaat van 'n geregistreerde mediese praktisyn waarin gesertifiseer word dat die werknemer om mediese redes nie diens kan hervat nie;
- (d) die werkgever sal toegelaat word om 'n tydelike werk-nemer in diens te neem in dieselfde kategorie as die werknemer aan wie kraamverlof toegestaan is op 'n tydelike kontrakbasis vir die tydperk van afwesigheid van die werknemer aan wie kraamverlof toegestaan is. Tydelike dienskontrakte is verkrygbaar van die Raad in 'n *pro forma*-formaat;
- (e) gedurende die tydperk in paragraaf (d) bedoel, is al die bepalinge van die ooreenkomste wat deur die Raad geadministreer word op die tydelike werknemer van toepassing;
- (f) gedurende die kontraktydperk kan die werkgever, onderworpe aan die riglyne soos van tyd tot tyd deur die Nywerheidshof bepaal of om enige ander regsgel-dige rede, die kontrak van tydelike diens beëindig.

35. WELWILLENDHEIDSVLOF

By die afsterwe van 'n lid se gade, of afhanklike soos omskryf in Hoofstuk 2 klousule 5 (a) van die Fondse-ooreen-koms, is 'n werknemer geregtig op 'n maksimum van twee dae betaalde verlof.

36. VERBOD OP KONTRAKWERK EN/OF DIE HUURVAN ARBEID

- (1) Geen werkgever mag—
- (a) van die dienste van iemand anders gebruik maak nie vir die lewering van arbeid om werk te verrig wat deur hierdie Ooreenkoms gedek word, op enige grondslag wat daarvoor voorsiening maak dat besoldiging, bystand en toelaes betaal word aan iemand anders as die persoon wat die werk verrig;

- (c) prior arrangements shall be made by the trade union with an employer for the release of key personnel. Not more than 50 per cent of elected shop stewards at any particular establishment shall attend the training course and/or seminar and/or meeting on any particu-lar day;
- (d) the number of shop stewards elected at any particular establishment shall be in the ratio of not more than one to 10 employees;
- (e) the name/s of the shop steward/s elected shall be con-veyed to the employer by the senior shop steward;
- (f) the trade union shall furnish the employer with written proof that the training course and/or seminar and/or meeting, for which purpose the paid leave was granted, was attended by the particular shop stewards.

34. MATERNITY LEAVE

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

- (a) The employee on maternity leave shall before or on the expiry date of the three-month period, notify her employer whether or not she will recommence employ-ment;
- (b) proof of the confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or a death certificate, in the case of a still-birth, or a medical certificate in the case of a miscarriage;
- (c) the employer may extend the three-month guarantee period upon receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons;
- (d) the employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave on a temporary con-tract basis for the period of absence of the employee who has been granted maternity leave. Temporary contracts of employment may be obtained from the Council in the *pro forma*-format;
- (e) during the period referred to in paragraph (d), all the provisions of the agreements administered by the Council shall apply to the temporary employee;
- (f) during the contract period the employer may, subject to the principles laid down by the Industrial Court from time to time, or for any other reason recognised in law, terminate the contract of temporary employment.

35. COMPASSIONATE LEAVE

In the event of the death of a member's spouse, or dependant as defined in Chapter 2 clause 5 (a) of the Funds Agreement, an employee shall be entitled to a maximum of two days paid leave.

36. PROHIBITION OF CONTRACT WORK AND/OR HIRE OF LABOUR

- (1) No employer shall—
- (a) avail himself of the services of another person for the supply of labour to perform work covered by this agreement on any basis that provides for remunera-tion, benefits and allowances to be paid to a person other than the person performing such work;

(b) ten opsigte van werk wat deur hierdie Ooreenkoms gedek word, besoldiging, bystand en toelaes aan iemand anders betaal nie as die persoon wat ingevolge hierdie Ooreenkoms op sodanige besoldiging, bystand en toelaes geregtig is.

(2) Geen werknemer en/of ander persoon mag sy arbeid aan 'n werkgever beskikbaar stel nie op die grondslag van 'n kontrak of reëling wat so 'n werknemer en/of ander persoon verhinder om sy regte ingevolge hierdie Ooreenkoms uit te oefen om van die werkgever vir wie hy werk verrig die besoldiging, bystand en toelaes te verkry wat deur hierdie Ooreenkoms voorgeskryf word.

37. ALGEMENE BEPALINGS

Indien die Raad 'n bedrag wat ingevolge klousules 12, 16 en 27 van hierdie Ooreenkoms 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 werkgever onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen twee persent per maand, behoudens die bepalinge van die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytsteld. Rente betaalbaar ingevolge hierdie subklousule moet in die algemene fondse van die Raad gestort word.

38. WERKNEMERS WAT HOËR LONE AS DIE VOORGESKREWE LONE ONTVANG

'n Werknemer wat ingesluit is in een van die klasse in klousule 43 van hierdie Ooreenkoms bedoel en wat op die datum waarop hierdie Ooreenkoms in werking tree 'n hoër loon as die minimum loon vir sodanige klas ontvang, moet, solank hy in diens van dieselfde werkgever bly en dieselfde klas werk verrig, 'n loon ontvang wat nie laer is nie as die loon wat hy op sodanige datum ontvang het: Met dien verstande dat die Raad 'n vermindering van sodanige hoër loon tot die peil van die voorgeskrewe loon vir 'n werknemer van sy klas kan magtig.

39. LANGDIENSBONUS

Die volgende minimum lone is betaalbaar:

Vir minstens vyf jaar maar minder as 10 jaar diens—voorgeskrewe loon plus 20 sent per uur;

vir minstens 10 jaar maar minder as 20 jaar diens—voorgeskrewe loon plus 30 sent per uur; en

vir minstens 20 jaar en langer diens—minimum voorgeskrewe loon plus 35 sent per uur.

40. UURLOON

Vir alle werk deur werknemers verrig, moet daar 'n uurloon betaal word. Die uurloon moet bepaal word deur die werklike weekloon te deel deur 44 of deur die kleiner getal ure wat die bedryfsinrigting gewoonlik werk.

41. GRONDSLAG VAN BETALING

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

42. DIFFERENSIËLE LONE

'n Werknemer, uitgesonderd 'n los werknemer, van wie vereis of wat toegelaat word om werk te verrig waarvoor 'n hoër loonskaal as sy gewone loonskaal in klousule 43 van hierdie Ooreenkoms voorgeskryf word, moet ten opsigte van die hele dag waarop sodanige hoër besoldigde werk verrig word teen sodanige hoër loonskaal betaal word.

(b) in respect of work covered by this Agreement pay remuneration, benefits and allowances to a person other than the person who, in terms of this Agreement, is entitled to such remuneration, benefits and allowances.

(2) No employee and/or other person shall make his labour available to an employer on the basis of any contract or arrangement which precludes such employee and/or other person from exercising his rights under this Agreement to secure from the employer for whom he performs work, the remuneration, benefits and allowances prescribed by this Agreement.

37. GENERAL REGULATIONS

Should any amount due in terms of clauses 12, 16 and 27 of this Agreement 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 two per cent per month, subject to the provisions of the Prescribed Rate of Interest Act, Act No. 55 of 1975, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance. Any interest payable in terms of this subclause shall be paid into the general funds of the Council.

38. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

An employee who is included in one of the classes referred to in clause 43 of this Agreement and who, at the date when this Agreement becomes operative, is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date: Provided that the Council may authorise a reduction of such higher wage to the level of the wage prescribed for an employee of his class.

39. LONG-SERVICE BONUS

The following minimum wages shall be payable:

For at least five years' service but less than 10 years—prescribed wage plus 20 cents per hour;

for at least 10 years' service but less than 20 years—prescribed wage plus 30 cents per hour; and

for at least 20 years' service and longer—minimum prescribed wage plus 35 cents per hour.

40. HOURLY RATE

All work performed by employees shall be paid for at an hourly rate, the hourly rate to be determined by dividing the actual weekly wage by 44 or by such lesser hours that the establishment ordinarily works.

41. BASIS OF PAYMENT

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

42. DIFFERENTIAL RATES OF REMUNERATION

An employee, other than a casual employee, who is required or permitted to perform work for which a rate of remuneration is prescribed in clause 43 of this Agreement which is higher than his ordinary rate of remuneration, shall be paid at such higher rate of remuneration in respect of the whole day on which such higher rated work is performed.

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

43. MINIMUM LONE/LOON VERHOIGINGS

Onderstaande is die minimumloonkategorieë voorgeskryf vir die onderskeie klasse werk: Met dien verstande dat by elke geleentheid die minimum voorgeskrewe loon ingevolge hierdie Ooreenkoms verhoog moet word. Werknemers wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hulle verrig, moet ondanks andersluidende bepalings hierin vervat, 'n verhoging ontvang wat gelyk is aan dié vir die kategorie werk wat hulle verrig, soos aangedui hieronder, en soos omskryf in Aanhangsel G van hierdie Ooreenkoms.

Vanaf datum
van inwerk-
ingtrede-
ning van die Oor-
eenkoms:
Loonkate-
gorieë

(1) Meubelmakery

- (a) Werknemer, graad I..... A
- (1) Skaafwerk met die hand;
 - (2) beitelwerk;
 - (3) skraapwerk;
 - (4) rasperwerk (houtsnee);
 - (5) vylwerk (houtsnee);
 - (6) speekskaafwerk;
 - (7) saagwerk met die hand;
 - (8) verstekke met die hand sny;
 - (9) spykers en/of penne en/of kramme inslaan en/of indryf en/of inskiet;
 - (10) houtsnywerk;
 - (11) dikteskaafmasjien (enige skaafwerk behalwe reiskaafters);
 - (12) skaaf-en-lys-masjien met vier en/of vyf beitels;
 - (13) outomatiese kopieërmasjien of kopieërdraaibank (opstel);
 - (14) meerbeitelhoutsnymasjien;
 - (15) kloofsaag;
 - (16) kopieërdraaibank;
 - (17) dwarssaag;
 - (18) bandsaag;
 - (19) vlakskaaf;
 - (20) reguitlynkantskaaf;
 - (21) swelstertmasjien;
 - (22) onderlaag opsput;
 - (23) 'n ontwerp maak deur middel van 'n stensil en/of sytkerm;
 - (24) veroudering (behalwe met die hand);

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

43. MINIMUM WAGES/WAGE INCREASES

The following shall be the minimum wage categories prescribed for the respective classes of work: Provided that on each occasion the minimum prescribed rate shall be increased in terms of this Agreement. Employees who are in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by them shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to that for the category of work they perform, as indicated hereunder and defined in Appendix G of this Agreement:

From date of
coming into
operation of
the Agree-
ment: Wage
categories

(1) Furniture Making

- (a) Grade I employee..... A
- (1) Planing by hand;
 - (2) chiseling;
 - (3) scraping;
 - (4) rasping (woodcut);
 - (5) filing (woodcut);
 - (6) spokeshaving;
 - (7) sawing by hand;
 - (8) cutting mitres by hand;
 - (9) knocking and/or punching and/or shooting in nails and/or pins and/or staples;
 - (10) wood-carving;
 - (11) thicknesser (any planning other than jointing planning);
 - (12) four and/or five cutter planer moulder machine;
 - (13) automatic copying machine or copying lathe (mount);
 - (14) multiple cutter carving machine;
 - (15) rip saw;
 - (16) copying lathe;
 - (17) cross-cut saw;
 - (18) bandsaw;
 - (19) surfacer;
 - (20) straight line edger;
 - (21) dovetailing machine;
 - (22) spraying undercoating;
 - (23) producing a design by means of a stencil and/or silk screen;
 - (24) ageing (other than by hand);

	Vanaf datum van inwerk- ingtrede- ing van die Oor- eenkoms: Loonkata- gorieë	From date of coming into operation of the Agree- ment: Wage categories
(Die loon wat betaal word, moet bepaal word volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjiene wat gebruik word nie.)		(Payment of wages shall be determined by reference to the nature of the work performed on such machines without reference to the type of machine used.)
Die aard van die werk wat op 'n masjiene verrig word terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjiene.)		The nature of the work performed on a machine whilst in operation shall be the deciding factor in determining the type of machine.)
(b) Werknemer, graad II.....	B	(b) Grade II employee..... B
Enigeen of meer van ondergenoemde masjiene opstel en/of bedien en/of werk daarmee verrig:		Setting up and/or operating and/or performing work with any one or more of the following machines:
(1) Uitsnysaag;		(1) Jig saw;
(2) uitboormasjiene;		(2) boring machine;
(3) skarnieruitholmasjiene;		(3) hinge-recessing machine;
(4) tapeninvogmasjiene;		(4) dowel inserting machine;
(5) bandskuurmasjiene;		(5) belt-sandpapering machine;
(6) tapgatmasjiene;		(6) mortise machine;
(7) trommelskuurmasjiene;		(7) drum-sanding machine;
(8) guillotine;		(8) guillotine;
(9) tolskuur- of wederkerige skuurmasjiene;		(9) bobbin-sandpapering or reciprocating machine;
(10) skyfskuurder en/of terugborsel-wentelskuurder;		(10) disc-sanding and/or brushback orbital sanders;
(11) bladklamp;		(11) leaf-cramp;
(12) kantfineermasjiene, met inbegrip van slegs kantfineerwerk, afwerking en/of skuurwerk;		(12) edge-veneering machine, including edge-veneering, trimming and/or sanding operations only;
(13) finering met 'n masjiene (uitgesonderd op 'n vlakskaaftmasjiene);		(13) veneering by machine (other than on surface planer);
(14) inlê van finere van artistieke ontwerp en vierendeling van finere;		(14) inlaying of veneers with an artistic design and quartering veneers;
(15) versendingsklerk;		(15) despatch clerk;
(16) stoorman;		(16) storeman;
(17) tydbeampte;		(17) timekeeper;
(18) sweiswerk;		(18) welding;
(19) sandstraling en/of branding;		(19) sandblasting and/or burning;
(20) opsigter;		(20) caretaker;
(21) wag;		(21) watchman;
(22) puntsweiser;		(22) spotwelder;
(23) doeksweiswerk;		(23) welding of fabric;
(24) outomatiese kopieermasjiene of kopieer-draaibank.		(24) automatic copying machine or copying lathe.
(Die loon wat betaal word, moet bepaal word volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjiene wat gebruik word nie. Die aard van die werk wat op 'n masjiene verrig word terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjiene.)		(Payment of wages shall be determined by reference to the nature of the work performed on such machines without reference to the type of machine used. The nature of the work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)
(c) Werknemer graad III.....	C	(c) Grade III employee..... C
(1) Glas in rame vassit (uitgesonderd skroefwerk);		(1) Securing glass in frames (other than screwing operations);
(2) verstekke van profielkraallyste met 'n guillotine sny;		(2) cutting mitres of moulded beadings by guillotine;
(3) laaie se bome vaskram;		(3) stapling of drawer bottoms;
(4) veroudering met die hand;		(4) ageing by hand;
(5) rasper- en/of vyl- en/of skraapwerk (slegs in houtsnijwerkzaamhede);		(5) rasping and/or filing and/or scraping (operations in carving only);
(6) skuurwerk met die hand of 'n draagbare masjiene;		(6) sandpapering by hand or portable machine;

	Vanaf datum van inwerk- ingtreëding van die Oor- eenkoms: Loonkata- gorieë	From date of coming into operation of the Agree- ment: Wage categories
(7) met 'n skuurpasta en/of skuurvloeistof vryf met 'n masjien en/of meganiese toestel;		(7) rubbing with an abrasive paste and/or abrasive liquid by machine and/or mechanical appliance;
(8) uitstekende spykers, penne en/of kramme wegpons: Met dien verstande dat dit slegs gedoen word deur handskuurwerkers wat gedurende die skuurproses in die skuurafdeling op sodanige ongeponste items afkom;		(8) punching away any protruding nails, pins and/or staples: Provided that this shall be done only by hand-sandpaperers who encounter such unpunched items during the sandpapering process in the sandpapering section;
(9) masjien vir die skuur van gedraaide dele;		(9) machine for sanding turned parts;
(10) met die hand of 'n masjien en/of 'n meganiese toestel vernuwe met 'n ander stof as 'n skuurpasta en/of skuurvloeistof;		(10) reviving by hand or machine and/or mechanical appliance with a substance other than an abrasive paste and/or abrasive liquid;
(11) gate en/of krake vul.		(11) filling in holes and/or crevices.
(d) Werknemer graad IV D		(d) Grade IV employee D
(1) Proppe en/of splinters invoeg en die oorskiet verwyder;		(1) Inserting plugs and/or slivers and removing excess;
(2) alle vasboutwerk, met inbegrip van die vasbout van toebehore en die vasskroef van handvatsels in vooraf geboorde gate, uitgesonded die monteer van meubels en/of meubel dele deur dit vas te bout en/of aanmekaar te sit, behalwe die werksaamhede in subklousule (3) bedoel;		(2) all bolting, including the bolting of fittings and screwing of handles into pre-drilled holes, excluding the assembling of furniture and/or furniture parts by means of bolting and/or fitting, other than the operations referred to in subclause (3);
(3) die toebehore van stangsokke en/of slagplaatjies en/of beslae en/of sluitpenne aanheg;		(3) affixing the fittings of rod sockets and/or striking plates and/or escutcheons and/or self-studs;
(4) leigate vir bout, spykers, skroewe en/of plastiekinlegsels met die hand of 'n handwerktuig boor;		(4) drilling guide holes for bolts, nails screws and/or plastic inserts by hand or hand tool;
(5) tappenne maak en/of spits maak;		(5) making and/or pointing of dowels;
(6) soliede timmerhout buig;		(6) bending solid timber;
(7) enige soort lymblok aanheg (nie vasskroef of vasspyker nie);		(7) affixing of any kinds of glue block (not screwed or nailed down);
(8) sokke vir rolwielletjies aanheg;		(8) affixing sockets for casters;
(9) rolwielletjies en/of koepels en/of katelstyle, hangerboute en plate aanheg;		(9) affixing of casters and/or domes and/or bed irons, hanger bolts and plates;
(10) hoekblokke by stoele inslaan en/of vassit (slegs van die tipes bekend as "Kitchen Bentwood", "Globe", "Standard", "Sturdy" en "Super"): Met dien verstande dat sodanige hoekblokke nie vasgespyker vasgepen of vasgeskroef word nie;		(10) knocking in and/or securing of corner blocks to chairs (of the types known as "Kitchen Bentwood", "Globe", "Standard", "Sturdy", and "Super" only): Provided that such corner blocks shall not be nailed, pinned or screwed;
(11) soliede timmerhout in 'n versagoplossing indompel;		(11) dipping of solid timber into softening solution;
(12) lym meng en/of massameet en/of berei;		(12) mixing and/or mass-measuring and/or preparing glue;
(13) tappenne inslaan;		(13) knocking in dowels;
(14) lym en/of lymverharders aanbring;		(14) applying glue and/or glue hardeners;
(15) skroewe in vooraf geboorde gate insit ter voorbereiding vir inskroefwerk;		(15) inserting screws into prebored holes preparatory to screwing;
(16) kartelkramme insit in die raammonteringsproses;		(16) inserting corrugated fasteners in the process of assembling frames;
(17) help met die aanmeekaarsit of montering van meubel dele wat vasgeklamp of vasgeklemd moet word: Met dien verstande dat die getalsverhouding van sodanige assistente tot werknemers wat die lone ontvang wat by hierdie klousule voorgeskryf word en wat klamp- of klemwerk doen, hoogstens vier tot een mag wees en dat sodanige assistente in die afwesigheid van voorgenoemde werknemers wat die lone ontvang wat by hierdie klousule voorgeskryf word, nie geag word assistente te wees nie: Voorts met dien verstande dat die assistente nie toegelaat word om gate te boor nie;		(17) assisting in the putting together or assembling of furniture parts that are to be cramped or clamped: Provided that the ratio of such assistants to employees in receipt of the wages prescribed in this clause and who are engaged in cramping, shall not exceed four to one and that such assistants shall not be deemed to be assistants in the absence of the afore-mentioned employees who are in receipt of the wages prescribed in this clause: Provided further that the assistants shall not be permitted to bore holes;

	Vanaf datum van inwerk- ingtrede- ing van die Oor- eenkoms: Loonkata- gorieë	From date of coming into operation of the Agree- ment: Wage categories
(18) glas in vooraf gemaakte groewe inlaat; (19) slegs met die hand selfheg- en/of kleef- stroke vassit ten einde bordrande te bedek; (20) moerbedekkings, beslagringe en/of skuif- doppe aanbring; (21) skroefboute in pootjies of pote insit; (22) proppe in vooraf geboorde gate inslaan om bevestigingsmiddele te bedek; (23) met 'n leipatroon, patroon of setmaat uit- merk; (24) spieëls deur middel van kleefband vas- heg; (25) sierkraallyste in voorbereide groewe insit (nie op panele nie);		(18) dropping glass into pre-made grooves; (19) affixing by hand only of self-retaining and/or gummed strips for the purpose of covering board edges; (20) affixing of nut covers, ferrules and/or glides; (21) inserting of screw bolts into stumps or legs; (22) knocking in of plugs into pre-bored holes to cover any fixing devices; (23) marking out by template, pattern or jig; (24) attaching mirrors by means of adhesive tape; (25) inserting ornamental beading into pre- pared grooves (not on panels);
enigene of meer van ondergenoemde masjiene opstel en/of bedien en/of werk daarmee verrig:		setting up and/or operating and/or performing work with any one or more of the following machines:
(26) houtskroefdraadsny- en/of houtmoer- draadsnymasjiene; (27) tappenpersmasjiene; (28) tapplatdrukmasjiene (uitgesonderd klamp- werk); (29) skuurpapierbande maak en/of las vir band- skuurmasjiene; (30) skuurpapierskywe maak en/of aanheg; (31) skuurpapier sny vir skuurmasjiene; (32) skuurpapier aanbring op tolle en/of skuur- masjiene; (33) setmate met materiaal laai en daarvan ont- laai ter voorbereiding vir masjinerig: Met dien verstande dat sodanige setmate nie gebruik word vir die klamp van meubeldele nie; (34) masjiene en/of motorvoertuie smeer en/of olie; (35) assistent van die saaghersteller by die herstel van sae, beitels, lemme en messe, maar nie in sy permanente afwesigheid nie; (36) kleuterversies en/of karakters uit kleuterstories op meubels oordruk; (37) 'n ontwerp maak deur middel van 'n oor- druk; (38) beitse en/of kleurstowwe meng; (39) gepoleerde oppervlakke met die hand of 'n masjien stroop; (40) was, aansmeer, bleik, beits en olie; (41) opknappwerk by die op-en/of aflaaiplek; (42) die rande van lamelbord of laaghout verf en/of invul; (43) deure en/of toebehore van meubelstukke verwyder en terugplaas om dit te poleer en/of te herstel; (44) vlokies op kleefoppervlakke spreid en die kleefstof vir vlokies slegs aan die binne- kante van laaie aanbring; (45) metaalspuitverfwerk; (46) in emalje, verf of lakverniss doop; (47) oplossings deursyg; (48) spuitapparaat skoonmaak;		(26) Wood-threading and/or wood-tapping machines; (27) dowel-squeezing machines; (28) tenon-squashing machines (other than clamping operations); (29) making and/or joining sandpaper belts for belt-sandpapering machines; (30) making and/or affixing discs of sand- paper; (31) cutting sandpaper for sandpapering machines; (32) affixing sandpaper to bobbins and/or sand- ing machines; (33) the loading of jigs with material and un- loading them in preparation for machining: Provided that such jigs shall not be used for the clamping of furniture parts; (34) greasing and/or oiling of machines and/or motor vehicles; (35) assistant to the saw doctor in doctoring saws, cutters, blades and knives, but not in his permanent absence; (36) affixing transfers of nursery rhymes and/or nursery characters on furniture; (37) producing a design by means of a transfer; (38) mixing stains and/or colouring materials; (39) stripping of polished surfaces by hand or machine; (40) waxing, bleaching, staining and oiling; (41) touching up at the point of loading and/or off-loading; (42) painting and/or filling in edges of laminated board or plywood; (43) removing of doors and/or fittings from arti- cles of furniture for the purpose of polish- ing and/or repairing and replacing them; (44) spreading flock on adhesive surfaces and the application of the adhesive for flock on the insides of drawers only; (45) spraying metal; (46) dipping in enamel, paint or lacquer; (47) straining solutions; (48) cleaning spraying apparatus;

	Vanaf datum van inwerk- ingtrede- ning van die Oor- eenkoms: Loonkata- gorieë	From date of coming into operation of the Agree- ment: Wage categories
(49) vloeibestrykmasjiene of soortgelyke toe- stelle voer en/of ontlai en/of bedien, maar uitgesonderd die opstel daarvan;		(49) feeding and/or off-loading and/or operating of flow-coater machines or similar appara- tus but excluding the setting up thereof;
(50) met die hand opvryf of skoon vee en/of was;		(50) ragging or wiping and/or washing by hand;
(51) kantfineerwerk met die hand;		(51) edge-veneering by hand;
(52) perse van enige soort bedien en/of versorg en/of laai en/of ontlai;		(52) operating presses and/or attending and/or loading and/or unloading of presses of any kind;
(53) gom en/of lym en/of band en/of papier afwas en/of verwyder;		(53) washing off and/or removing gum and/or glue and/or tape and/or paper;
(54) dele opstapel na persing;		(54) stacking parts after pressing;
(55) gom en gomverharders aanstryk en/of smeer;		(55) applying and/or spreading glue and glue hardeners;
(56) oortollige fineer wegsny nadat fineer aan- gebring is (met 'n hand werktuig);		(56) trimming away excess veneer after affixing of veneer (by hand tool);
(57) laswerk sonder kleefband met 'n masjien;		(57) tapeless jointing by machine;
(58) finere en/of laaghout en/of hardbord in posisie vasbind, vaskram en/of vasheg om gepers te word;		(58) taping and/or stapling and/or tacking ve- neers and/or plywood and/or hardboard into position for pressing;
(59) versterkende stroke hout aan voltooide meubels aanbring vir die doel van verpak- king of vervoer;		(59) affixing strengthening woodstrips to com- pleted furniture for the purpose of packing or transporting;
(60) pakkraat en/of -kaste vir meubels en/of dele daarvan maak;		(60) making packing crates and/or cases for furniture and/or parts thereof;
(61) meubels en/of meubeldele in goiing ver- pak;		(61) packing furniture and/or furniture parts in hessian;
(62) meubels en/of meubeldele in kartondose en/of kartonhouers en/of plastiekvel ver- pak;		(62) packing furniture and/or furniture parts in cartons and/or cardboard containers and/ or plastic sheeting;
(63) kartondose en/of kartonhouers toemaak;		(63) closing cartons and/or cardboard con- tainers;
(64) meubels en/of meubeldele in papier en/of karton en/of plastiekvel toedraai;		(64) wrapping furniture and/or furniture parts in paper and/or cardboard and/or plastic sheeting;
(65) toebehore en/of dele van meubelstukke verwyder om vervoer en/of verpakking te vergemaklik;		(65) removal of fittings and/or parts from arti- cles of furniture to facilitate transportation and/or packing;
(66) toebehore en/of dele van meubelstukke terugsit wat voorheen verwyder is om die vervoer en/of verpakking daarvan te ver- gemaklik;		(66) replacement of fittings and/or parts pre- viously removed to facilitate their transpor- tation and/or packing;
(67) rottangvlegwerk;		(67) weaving of cane;
(68) rottangsitplekke aanbring;		(68) affixing cane seats;
(69) riempiewerk;		(69) riempie work;
(70) 'n pluismasjien opstel en/of bedien en/of werk daarmee verrig;		(70) setting up and/or operating teasing machine and/or performing work there- with;
(71) kussings vir veereenhede maak en/of sny;		(71) making and/or cutting pads for spring units;
(72) enige van die prosesse by die vervaardi- ging van veerbinnekante en/of die vervaar- diging van die samestellende dele daar- van;		(72) any of the processes in the construction of spring interiors and/or the manufacture of their component parts;
(73) veervervaardigingsmasjiene opstel en/of bedien;		(73) setting up and/or operating springmaking machines;
(74) luidsprekerdoeke en bekleedsel aan relings, deure, panele en borde vir radio- kabinette aanbring;		(74) affixing speaker cloths and fabrics to rails, doors, panels and board for radio cabinets;
(75) oortollige lym wat aan meubels of dele daarvan gesmeer is, verwyder;		(75) removing excess glue spread on furniture or parts thereof;
(76) metaalstawe en/of skarniere en/of metaal- buis en/of metaalvere en/of hoepelyster en/of draad en/of metaalstroke sny;		(76) cutting metal rods and/or hinges and/or metal tubes and/or metal springs and/or hoop iron and/or wire and/or metal strips;
(77) klinkwerk en/of skroefdraad in ysterboute en/of stawe sny;		(77) riveting and/or making threads on iron bolts and/or rods;

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(78) hoepelyster reguit maak;		(78) straightening hoop iron;
(79) gate in metaal pons;		(79) punching holes in metal;
(80) metaalstawe skoonmaak;		(80) cleaning metal rods;
(81) metaaldele buig, boor en/of monteer;		(81) bending, drilling and/or assembling metal parts;
(82) vere baal;		(82) baling springs;
(83) vere in 'n oplossing dompel vir die doel van preserving;		(83) dipping springs into a solution for the purpose of preservation;
(84) die stofsakke van skuurmasjiene skoonmaak;		(84) cleaning sandpapering machine dust-bags;
(85) vulmateriaal ontbaal en/of klop;		(85) unbaling and/or beating filling material;
(86) vulmateriaal met die hand pluus;		(86) teasing filling material by hand;
(87) persele skoonmaak en/of uitvee;		(87) cleaning and/or sweeping premises;
(88) masjinerie en/of uitrusting en/of gereedskap en/of werktuie en/of saaglemme skoonmaak;		(88) cleaning machinery and/or plant and/or tools and/or utensils and/or saw blades;
(89) materiaal op- en/of aflaai;		(89) loading and/or unloading material;
(90) goedere met 'n handkar vervoer;		(90) transportation of goods by pedal cycle;
(91) goedere met 'n trapfiets vervoer;		(91) transportation of goods by handcart;
(92) gemeganiseerde hanteeruitrusting bedien;		(92) operation of mechanised handling equipment;
(93) grondstowwe uitpak;		(93) unpacking raw materials;
(94) stoomketels en/of verbranders en/of oonde bedien;		(94) attending boilers and/or incinerators and/or ovens;
(95) droogoonde laai en/of ontlai en/of bedien;		(95) loading and/or unloading and/or attending kilns;
(96) drank maak en/of bedien;		(96) making and/or serving beverages;
(97) eet- en/of drinkgerei opwas;		(97) washing-up eating and/or drinking utensils;
(98) timmerhout vir preserving behandel;		(98) treating of timber for preservation;
(99) masjiendryfbande las;		(99) joining machine driving belts;
(100) massameetwerk;		(100) mass-measuring;
(101) meubels uitmekaarhaal;		(101) stripping furniture;
(102) goedere dra en/of aandra;		(102) fetching and/or carrying;
(103) voertuie op- en/of aflaai;		(103) loading and/or unloading vehicles;
(104) 'n masjienwerker help met die hantering van grondstowwe voor en na masjinerie;		(104) assisting machinist in handling raw materials before and after machining;
(105) assistent van 'n versendingsklerk, stoorman of tydbeampte;		(105) assistant to despatch clerk, storeman or timekeeper;
(106) afwitwerk;		(106) limewashing;
(107) knope maak;		(107) making of buttons;
(108) boodskappe en/of briewe aflewer;		(108) delivering messages and/or letters;
(109) met 'n borsel skoonmaak;		(109) cleaning with a brush;
(110) los werknemers: Die loon voorgeskryf vir die klas werk wat so 'n los werknemer verrig.		(110) casual employees: The wage prescribed for the class of work performed by any such casual employee.

(Die loon wat betaal word, moet bepaal word volgens die aard van die werk wat op sodanige masjiene verrig word en nie volgens die tipe masjien wat gebruik word nie. Die aard van die werk wat op 'n masjien verrig word terwyl dit aan die gang is, is die beslissende faktor by die bepaling van die tipe masjien.)

(Payment of wages shall be determined by reference to the nature of the work performed on such machines without reference to the type of machine used. The nature of the work performed on a machine whilst in operation shall be the deciding factor in determining the type of the machine.)

(2) Stoffeerwerk

(a) Werknemer graad I.....

E

- (1) 'n Basis vir kronkelvere maak met enige ander materiaal as hout en/of metaallatte, en/of die aanbring van sodanige basis;
- (2) vere en/of veereenhede aan basisse vas-sit;

(2) Upholstery

(a) Grade I employee.....

E

- (1) Making a foundation for coil springs of any material other than wooden and/or metal laths, and/or affixing such foundation;
- (2) securing springs and/or spring units to foundations;

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- (3) vere in posisie vaswoel;
- (4) kisveer- bedbasis- of ateljeerusbanke stof-
feer;
- (5) kopstukke stoffeer, uitgesonderd diamant-
knoopwerk;
- (6) los stoele, eetkamer- en/of kombuisstoele
stoffeer.

(Vir die toepassing van hierdie klousule bete-
ken 'n vereenheid 'n onafhanklike samestel van
kronkel- of aaneenlopende vere wat onderling so
verbind, so aanmekeer geveg of so gemaak is dat
'n veerbasis en/of veerbinnekant verskaf word vir
gebruik in 'n binneveerkussing, -sitplek en/of -sit-
toestel.)

(b) Werknemer graad II.....

F

- (1) Meubeloortreksels stik;
- (2) hegters vaswerk en/of aanhaak;
- (3) kussingootreksels en/of kussingslope
stik;
- (4) gekwille oortreksels maak en/of stik;
- (5) buisboorsels maak;
- (6) glipsteekwerk en/of gimp en/of fraings
en/of materiaal aanwerk;
- (7) gimp, fraings, galon en/of plooisel afmerk
en/of vaswerk;
- (8) knope aan los kussings aanwerk, uitge-
sonderd diamantknoopwerk.

(c) Werknemer graad III.....

G

- (1) Knoopwerk, behalwe knope aan los kus-
sings aanwerk (uitgesonderd diamant-
knoopwerk);
- (2) afmerk ter voorbereiding vir die vasveg
van gimp en/of fraings;
- (3) basisse vir kronkelveereenhede maak met
hout- en/of metaallatte, en/of die aanbring
van sodanige basisse;
- (4) deursteeekwerk;
- (5) los sitplekke en stoele stoffeer.

(d) Werknemer graad IV.....

H

- (1) Heliese vere en/of ketting en/of
hoepelyster aanveg uitsluitlik met die doel
om as steun vir los kussings te dien;
- (2) rubberstroke aanbring uitsluitlik met die
doel om as steun vir los kussings te dien;
- (3) heliese vere en/of kettings en/of sigsag- of
nie-deursakvere aan rame vir stoffeerwerk
aanveg;
- (4) hoepelyster en/of webband en/of plaasver-
vangers aan los sitplekke en/of rugleu-
nings vir eetkamerstoele aanveg;
- (5) die herververing van veerrande met sig-
sag- en/of nie-deur-saktipe vere aan rame
vir stoffeerwerk, met inbegrip van die aan-
veg van enige samestellende deel maar
uitgesonderd die vasveg en/of vasveg van
goiing en/of plaasvervangers vir goiing of
sisal;
- (6) laaghout en/of geperste bord aan los sit-
plekke en ruglenings van stoele vaspyker
en/of met hegspykers vas-heg vir stoffeer-
werk;
- (7) kussingkie aan nievasgehegte veerkus-
singeenhede heg;
- (8) die platforms gebruik vir die bedekking van
heliese vere sny;

- (3) lashing springs in position;
- (4) upholstering box-spring, bed base or stu-
dio couches;
- (5) upholstering headboards other than
diamond buttoning;
- (6) upholstering occasional chairs, dining-
room and/or kitchen chairs.

(For the purposes of this clause, a spring unit
means an independent assembly of coil or conti-
nuous spring so interconnected, associated or
constructed as to provide a spring foundation
and/or interior for use in an innerspring cushion,
seat and/or seating device.)

(b) Grade II employee.....

F

- (1) Sewing of furniture covers;
- (2) sewing on and/or hooking on of any attach-
ments;
- (3) sewing of cushion cases and/or cushion
slips;
- (4) making and/or sewing of quilted covers;
- (5) making piping;
- (6) slip-stitching and/or sewing gimp and/or
fringes and/or materials;
- (7) marking off and/or affixing gimp, fringes,
braid and/or pleating;
- (8) buttoning of loose cushions, other than
diamond buttoning.

(c) Grade III employee.....

G

- (1) Buttoning, excluding buttoning of loose
cushions (other than diamond buttoning);
- (2) marking off preparatory to the securing of
gimp and/or fringes;
- (3) making of foundations for coil spring units
of wood and/or m units of wood and/or me-
tal laths, and/or affixing such foundations;
- (4) tufting;
- (5) upholstering of loose seats and chairs.

(d) Grade IV employee.....

H

- (1) Affixing helical springs and/or chain and/or
hoop iron for the sole purpose of serving
as a support for loose cushions;
- (2) affixing rubber strips for the sole purpose
of serving as a support for loose cushions;
- (3) affixing helical springs and/or chains and/
or zigzag or no-sag springs to frames for
upholstery;
- (4) affixing hoop iron and/or webbing and/or
substitutes to loose seats and/or backs for
dining-room chairs;
- (5) the re-springing of spring edges with zig-
zag and/or no-sag type springs to frames
for upholstery, including the attachment of
any component part but excluding the
tacking and/or securing of hessian and/or
sisal and/or substitutes for hessian or sis-
sal;
- (6) nailing and/or tacking plywood and/or com-
pressed board to loose seats and backs of
chairs for upholstery;
- (7) securing pads to unaffixed spring cushion
units;
- (8) cutting of the platforms used for covering
helical springs;

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(9) 'n pluus- en/of baaloopmaak- en/of baal- breekmasjien bedien en/of enige werk daarmee verrig;		(9) operating a teasing and/or bale opening and/or bale breaking machine and/ or per- forming any work therewith;
(10) kussingbinneslope en/of -oortreksels en/of peule met die hand of 'n masjien opstop;		(10) filling cushion cases and/or slips and/or bolsters by hand or machine;
(11) vulstowwe in snoervorm losdraai;		(11) unwinding filling materials in rope form;
(12) knope en/of kwassies maak;		(12) making buttons and/or tufts;
(13) 'n stoffeerder help deur oortreksels vas te hou;		(13) assisting upholsterer by holding covers;
(14) bandversiersels en/of kraallyswerk maak;		(14) making banding and/or beading;
(15) klaargesnyde materiaal sorteer nadat dit by die groot maat uitgesny is;		(15) sorting of ready-cut materials after bulk cutting;
(16) klaargemaakte kussings vir aflewering na- gaan en/of gereedmaak;		(16) regulating and/or preparing complete cushions for delivery;
(17) skuimrubber en/of dergelike stowwe vol- gens grootte of fatsoen sny;		(17) cutting foam rubber and/or similar sub- stances to size or shape;
(18) skuimrubber en/of dergelike stowwe aan oortrekmateriaal vaslym slegs vir deurstik- werk;		(18) glueing of foam rubber and/or similar sub- stances to covering material for quilting only;
(19) rubberstroke sny;		(19) cutting rubber strips;
(20) skuimrubber en/of dergelike stowwe aan- mekaarheg;		(20) joining together foam rubber and/or similar substances;
(21) stroke tekstiel- en/of sintetiese stof aan skuimrubber en/of dergelike stowwe vas- heg, maar uitdruklik uitgesonderd die vas- heg daaraan van oortrekmateriaal, bv. "Fly";		(21) affixing textile and/or synthetic strips to foam rubber and/or similar substances, but expressly excluding the affixing of covering material thereto, e.g. "Fly";
(22) grootmaatrolle stoffeermateriaal van alle soorte van selfkant tot selfkant met die hand opbreek en/of opsny;		(22) breaking up and/or cutting up by hand of bulk rolls of upholstery materials of all kinds from selfedge to selfedge;
(23) in die stoffeerseksie karton met die hand en/of 'n masjien sny;		(23) in the upholstery section, cutting card- board by hand and/or machine;
(24) 'n skuimmaalmasjien bedien;		(24) operating foam-mincing machine;
(25) 'n snyer hel om lae materiaalengtes neer te lê;		(25) assisting cutter in putting down layers of lengths of cloth;
(26) stowwe met 'n handmasjien reguit sny vir onderkante of ondersitting bo-oor die vere (linne en goiing);		(26) straight-cutting of materials by hand- machine for bottoms or underseating over springs (linen and hessian);
(27) patrone vir die ruglenings van stoele of rusbanke op alle stowwe aftrek (herha- lend);		(27) marking out patterns for chair or settee backs on all materials (repetitive mark- ing);
(28) onderkante van gestoffeerde artikels met hegspekers vasslaan;		(28) tacking on bottoms of upholstered articles;
(29) meubels stroop vir herbekleding;		(29) stripping of furniture for re-covering;
(30) rubber of plaasvervangers aan kaal rame heg vir stoffeerwerk (uitgesonderd die vas- werk, vaskram of vasslaan daarvan);		(30) affixing of rubber or substitutes to bare frames for upholstery (excluding the sewing, stapling or tacking thereof);
(31) karton-, of voeringmateriaal aan kaal rame heg vir stoffeerwerk;		(31) affixing of cardboard or lining materials to bare frames for upholstery;
(32) karton-, kaliko- of goiingrugkante slegs aan gestoffeerde kopstukke heg.		(32) affixing of cardboard, calico or hessian backs to upholstered headboards only.
(3) Gordynmakery		
(a) Werknemers graad I.....	I	(3) Curtain making
(1) Gordyne met 'n roede of meetband meet en/of ophang.		(a) Grade I employee.....
(b) Werknemer graad II.....	J	(1) Fitting and/or measuring of curtains by rod or tape.
(1) Gordyne stik en sny;		(b) Grade II employee.....
(2) glipsteekwerk aan gordynkapagterkante en fraiings.		(1) Sewing and cutting of curtains;
		(2) slip-stitching pelmet backs and fringes.

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(c) Werknemer graad III.....	K	(c) Grade III employee..... K
(1) Strykwerk;		(1) Ironing;
(2) alle soorte gordynhakies insteek en/of aanstik;		(2) inserting and/or stitching of all types of curtain hooks;
(3) afwerking van gordyne (slegs met die hand knoop waar blindstikmasjien die werk vol- tooi het);		(3) finishing off of curtains (only tying knots by hand where blind stitching machine has completed the work);
(4) die sykante van losgevoerde gordyne vas- ryg;		(4) tacking sides of loose-lined curtains;
(5) band aan gordyne werk;		(5) taping out of curtain;
(6) assistent van 'n gordynophanger (slegs in teenwoordigheid van die ophanger).		(6) assistant to curtain fitter (only in the pre- sence of the fitter).
(4) Voormanne en toesighouers.....	L	(4) Foremen and supervisors..... L
Voormanne en toesighouers moet lone betaal word teen die skaal van minstens die hoogste minimum voorgeskrewe loon, plus R20 per week: Met dien verstande dat hulle ten volle betaal moet word, afgesien daarvan of hulle die volle getal werkure wat by hierdie Ooreenkoms voorgeskryf word, gewerk het of nie.		Foremen and supervisors shall be paid wages at the rate of at least the highest minimum pres- cribed wage, plus R20 per week: Provided that they shall be paid in full, whether or not they have completed the number of hours of work pres- cribed by this Agreement.
(5) Vragmotorbestuurder.....		(5) Truck driver.....
Die drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die massa van 'n sleepwa of sleepwaens wat deur sodanige voer- tuig getrek word—		Driver of a motor vehicle, the unladen mass of which, together with the mass of any trailer of trailers drawn by such vehicle, shall—
(i) hoogstens 1 184 kg is.....	M	(i) not exceed 1 184 kg M
(ii) meer as 1 184 kg maar hoogstens 2 721 kg is.....	N	(ii) be more than 1 184 kg but not exceeding 2 721 kg..... N
(iii) meer as 2 721 kg maar hoogstens 4 536 kg is.....	O	(iii) be more than 2 721 kg but not exceeding 4 536 kg..... O
(iv) meer as 4 536 kg.....	P	(iv) be more than 4 536 kg P
(6) Beddegoedvervaardiging.....		(6) Bedding manufacturing.....
(a) Werknemer graad I.....	Q	(a) Grade I employee..... Q
(1) Onderhoudsmonteerwerk;		(1) Maintenance fitting;
(2) versendingsklerk;		(2) despatch clerk;
(3) stoorman;		(3) storeman;
(4) tydbeampte;		(4) timekeeper;
(5) sweiswerk, uitgesonderd puntsweiswerk.		(5) welding, other than spotwelding.
(b) Werknemer graad II.....	R	(b) Grade II employee..... R
(1) Werknemers in diens in een of meer van die werksaamhede wat in die Beddegoed- nywerheid uitgevoer word, uitgesonderd die werksaamhede in subklousule (6) (a), (c) en (d) bedoel: Met dien verstande dat ten opsigte van die werksaamhede betref- fende enige nuwe masjien wat ingevoer word en wat nie in subklousule (6) gespesi- fiseer word nie, werknemers vir sodanige werksaamhede betaal moet word teen die minimum loon by hierdie klousule voor- geskryf tot tyd en wyl die Raad die loonskaal vasstel vir die werksaamhede met so 'n masjien uitgevoer.		(1) Employees employed in any or all of the operations performed in the Bedding Manufacturing Industry, with the exception of the operations referred to in subclause (6) (a), (c) and (d): Provided that in respect of the operations relating to any new machine introduced and not specified in subclause (6), employees shall be paid for such operations at the minimum wage prescribed in this clause until such time as the Council determines the wage rate for the operations performed on such machine.
(2) Alle soorte basisse (veer- of vaste) stof- feer.		(2) Upholstering all bases, spring or firm.
(c) Werknemer graad III.....	S	(c) Grade III employee..... S
(1) Matrasoortreksels stik;		(1) Sewing of mattress covers;
(2) die uitsny van matrasbinneslope en/of dele van matrasbinneslope en/of oortreksels vir matrasbinneslope;		(2) cutting of mattress cases and/or parts of mattress cases and/or covers for mattress cases;
(3) opsigter;		(3) caretaker;

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(4) wag;		(4) watchman;
(5) puntsweiswerk;		(5) spotwelding;
(6) T-moere vasheg slegs deur middel van kramwerk.		(6) affixing of "T" nuts by means of stapling only.
Die matrasmaker bestaan met een of meer van die volgende werksaamhede:		Assisting mattress maker in one of more of the following operations:
(7) 'n Vulmasjien bedien;		(7) Operating a filling machine;
(8) rame vir deurstikmasjien opstel;		(8) preparing frames for quilting machine;
(9) kussinkies aan veereenhede heg;		(9) securing pads to spring units;
(10) matrasrande aan veereenhede heg;		(10) securing mattress borders to spring units;
(11) matraspaneel aan veereenhede heg (nie 'n bandsom- of volsommasjien bedien nie);		(11) securing mattress panels to spring units (not operating tape edge machine or roll edge machine);
(12) vulsel op veereenhede spreid.		(12) laying out filling materials on spring units.
(d) Werknemer graad IV	T	(d) Grade IV employee
(1) Heliese vere en/of ketting en/of hoepelyster wat uitsluitlik as stut vir 'n los kussing moet dien, aanheg;		(1) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for a loose cushion;
(2) rubberstroke wat uitsluitlik as stut vir 'n los kussing moet dien, aanheg;		(2) affixing rubber strips for the sole purpose of serving as a support for a loose cushion;
(3) 'n heliese veer en/of ketting en/of sigsag/of nie-sak-veerwerk aanheg en/of hoepelyster aan los matre en/of rugleunings van eetkamerstoele heg, maar uitgesonderd 'n veerrand aan rugleunings en/of matre en/of arms van rame bou;		(3) affixing a helical spring and/or chain and/or zig-zag or no-sag type of springing and/or affixing hoop iron to loose mats and/or backs for dining-room chairs, but excluding the building of a spring edge on backs and/or seats and/or arms of frames;
(4) sisal- en/of klapperhaarkussinkies aan veerkussingeenhede heg;		(4) securing sisal and/or coir pads to spring cushion units;
(5) platforms sny vir die bedekking van heliese vere;		(5) cutting platforms used for covering helical springs;
(6) die arm- en/of rugleunings van ateljeebanke in posisie vasbout waar die verbindingspunte vooraf bepaal en/of gereed gemaak is deur boorwerk of andersins;		(6) bolting in position arms and/or backs of studio couches where the points of conjunction have been predetermined and/or prepared by means of drilling or otherwise;
(7) bedveerrame vasbout en/of monteer en/of inkam en/of vooraf geboorde gate ruim en/of suiwer maak;		(7) bolting and/or assembling and/or meshing bedspring frames and/or enlarging and/or truing up drilled holes;
(8) spoel vir alle tipes naaldmasjiene gereed maak;		(8) preparing spools for any type of needling machine;
(9) deurgestikte rande volgens lengte sny;		(9) cutting quilted borders to length;
(10) gaatjies in matrasrand pons;		(10) punching holes in mattress border;
(11) handvatsels en/of ventileerders aan matrasrand vassit;		(11) fitting handles and/or ventilators to mattress border;
(12) 'n deurvlegmasjien opstel en/of bedien en/of werk daarmee verrig;		(12) setting up and/or operating an interfacing machine and/or performing work therewith;
(13) kussinkies sny;		(13) cutting pads;
(14) bedveerrame met die hand beits en/of vernis;		(14) staining and/or varnishing bed spring frames by hand;
(15) hingsels aansit;		(15) affixing lugs;
(16) lusse aan naalde in 'n drukdeurstikmasjien hang;		(16) hanging loops on needles in compression tufting machine;
(17) 'n doekspreimasjien laai en/of stoot en/of bedien of werk daarmee verrig;		(17) loading and/or wheeling and/or operating a cloth spreading machine or performing work therewith;
(18) 'n pluus- en/of baaloopmaak- en/of baalbreek- en/of skuimkerfmasjien bedien en/of werk daarmee verrig;		(18) operating a teasing and/or bale opening and/or bale breaking machine and/or foam chipping machine and/or performing work therewith;
(19) 'n lusmaakmasjien opstel en/of bedien en/of werk daarmee verrig;		(19) setting up and/or operating a loop making machine and/or performing work therewith;
(20) lusse en knope en/of klossies werk;		(20) attaching loops to buttons and/or tufts;
(21) veereenhede aan bedrame heg, uitgesonderd 'n fondament vir 'n raamveer bou;		(21) attaching spring units to bed frames, excluding the building of a foundation for a box spring;

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ment: Wage
categories

- (22) sisal- en/of klapperhaarkussinkies met die hand aan binneveereenhede heg;
- (23) kussingootreksels en/of peule opstop met vulsel, uitgesonderd met binnevere;
- (24) vulsel in touvorm losdraai;
- (25) knope en/of klossies maak;
- (26) die stoffeerder help deur oortreksel wat dien as 'n stut vir 'n los kussing vas te hou;
- (27) 'n versendingsklerk, stoomman of tyd-beampte bystaan;
- (28) bandversiering en/of kraallyste maak;
- (29) klaar gesnyde materiaal sorteer nadat dit by die groot maat uitgesny is;
- (30) klaargemaakte kussings vir aflewering nagaan en/of gereed maak;
- (31) skuimrubber volgens grootte sny;
- (32) rubberstroke sny;
- (33) skuimrubber aanmekaarheg;
- (34) skuimrubber aan materiaal heg slegs vir deurstikwerk;
- (35) massameting;
- (36) beddegoed uitmekaarhaal;
- (37) ketting en/of draad en/of hoepelyster en/of vierkantige en/of ruitvormige maasskakels sny;
- (38) rollers vir deurstikmasjiene gereed maak;
- (39) skuimrubber- en/of plastiekblokke in matrasslope insit;
- (40) artikels in karton, papier, plastiek of soortgelyke materiaal toedraai en verpak;
- (41) persele, voertuie, masjinerie, implemente, gereedskap, gerei en ander artikels skoonmaak;
- (42) voertuie laai of aflaai en op aflewering-voertuie help;
- (43) artikels dra, verskuif, opstapel of uitpak;
- (44) boodskappe, briewe of ander artikels te voet of per fiets, driewiel of ander hand- of voetvoertuig aflewer of vervoer;
- (45) drankie maak en/of bedien;
- (46) karton of voeringmateriaal aan bedbassisse heg.

(7) Verblyf-toelae

'n Werkgewer moet, benewens dit wat aan 'n werknemer verskuldig is, aan 'n werknemer wat by die uitvoer van sy pligte 'n reis onderneem, vir 'n tydperk van een nag of langer die minimum voorgeskrewe verblyf-toelae betaal soos hieronder uiteengesit:

Vanaf die fabriek vertrek voor 07:00	U
Vanaf die fabriek vertrek voor 12:00	V
Na die fabriek terugkeer na 19:00	W
Afwesig vir 'n nag	X

(8) Vakleerlinge

Ingeskrewe vakleerlinge wat geregistreeer is om opleiding te ondergaan ingevolge 'n geregistreeerde opleidingskontrak moet soos volg besoldig word:

Nuut ingeskrewe	Y
Fase 1 voltooi	Z
Fase 2 voltooi	ZA

- (22) affixing sisal and/or coir pads by hand to interior spring units;
- (23) filling cushion covers and/or bolsters with filling material other than spring interiors;
- (24) unwinding filling materials in rope form;
- (25) making buttons and/or tufts;
- (26) assisting upholsterer in holding cover serving as a support for a loose cushion;
- (27) assisting a despatch clerk, storeman or timekeeper;
- (28) making banding and/or beading;
- (29) sorting ready-cut materials after bulk cutting;
- (30) regulating and/or preparing completed cushions for delivery;
- (31) cutting foam rubber to size;
- (32) cutting rubber strips;
- (33) joining together foam rubber;
- (34) affixing foam rubber to material for quilting purposes only;
- (35) mass-measuring;
- (36) stripping bedding;
- (37) cutting chain and/or wire and/or hoop iron and/or square and/or diamond mesh links;
- (38) preparing rollers for quilting machines;
- (39) inserting foam rubber and/or plastic blocks into mattress cases;
- (40) wrapping and packing articles in cardboard, paper, plastic, or similar material;
- (41) cleaning premises, vehicles, machinery, implements, tools, utensils and other articles;
- (42) loading or unloading vehicles and assisting on delivery vehicles;
- (43) carrying, moving, stacking or unpacking articles;
- (44) delivering or conveying messages, letters or other articles on foot or by means of a bicycle, tricycle or other hand or footpropelled vehicle;
- (45) making and/or serving beverages;
- (46) affixing cardboard or lining materials to bed bases.

(7) Subsistence allowance

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

Start from the factory before 07:00	U
Start from the factory before 12:00	V
Return to a factory after 19:00	W
Absent for a night	X

(8) Apprentices

Indentured apprentices who are registered to undergo training in terms of a registered training contract shall be remunerated as follows:

Newly indentured	Y
Stage 1 completed	Z
Stage 2 completed	ZA

	Vanaf datum van inwerk- ingtrede- ing van die Oor- eenkoms: Loonkate- gorieë	From date of coming into operation of the Agree- ment: Wage categories
Fase 3 voltooi	ZB	Stage 3 completed ZB
Fase 4 voltooi	ZC	Stage 4 completed ZC
Fase 5 voltooi	ZD	Stage 5 completed ZD

(9) Volweekbonus

Benewens die loon in subklousules (1) tot (8) hiervan bedoel, en vanaf die datum van inwerkingtrede van hierdie Ooreenkoms, moet daar aan elke werknemer wat 'n volle 44 uur in enige week gewerk het, 'n kontantbonus ooreenkomstig die loonkategorie van die werknemer, soos hieronder aangedui, betaal word. Geen bedrae moet van sodanige bonus afgetrek word nie:

Werknemer graad I.....	AA
Werknemer graad II.....	AB
Werknemer graad III.....	AC
Werknemer graad IV.....	AD
Voormanne en toesighouers	AE

Vragmotorbestuurders:

(i) hoogstens 1 184 kg	AF
(ii) meer as 1 184 kg maar hoogstens 2 721 kg	AG
(iii) meer as 2 721 kg maar hoogstens 4 536 kg	AH
(iv) meer as 4 536 kg	AI

Vakleerlinge:

Nuut ingeskrewe	AJ
Fase 1 voltooi	AK
Fase 2 voltooi	AL
Fase 3 voltooi	AM
Fase 4 voltooi	AN
Fase 6 voltooi	AO

Hierdie Ooreenkoms is namens die partye op hede die 22ste dag van Februarie 1994 te Bloemfontein onderteken.

P. I. LABUSCHAGNE,

Voorsitter van die Raad.

T. C. SOLOMON,

Ondervoorsitter van die Raad.

J. F. LABUSCHAGNE,

Sekretaris van die Raad.

(9) Full-week bonus

In addition to the wage referred to in subclauses (1) to (8) hereof, and from the date of inception of this Agreement, a cash bonus must be paid to each employee who has worked a full 44 hours in any week according to the wage category of the employee as indicated hereunder. No deductions shall be made from such bonus:

Grade I employee.....	AA
Grade II employee.....	AB
Grade III employee.....	AC
Grade IV employee	AD
Foremen and supervisors.....	AE

Truck drivers:

(i) does not exceed 1 184 kg	AF
(ii) exceed 1 184 kg but does not exceed 2 721 kg ..	AG
(iii) exceeds 2 721 kg but does not exceed 4 536 kg ..	AH
(iv) exceeds 4 536 kg.....	AI

Apprentices:

Newly indentured	AJ
Stage 1 completed	AK
Stage 2 completed	AL
Stage 3 completed	AM
Stage 4 completed	AN
Stage 5 completed	AO

This Agreement signed at Bloemfontein, on behalf of the parties, this the 22nd day of February 1994.

P. I. LABUSCHAGNE,

Chairman of the Council.

T. C. SOLOMON,

Vice-Chairman of the Council.

J. F. LABUSCHAGNE,

Secretary of the Council.

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

Naam en adres van werkgever.....

Week wat eindig op

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

* Die betrokke persentasie moet deur die werkgever aangedui word.

APPENDIX A

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

Name and address of employer

Week ending

Index number allotted by the Council	Surname of employee	First name or names of employee	Occupation	Hourly rate	Number of hours worked during week	Total remuneration paid	Amount on which % Holiday Bonus is payable*	Amount on which % Holiday Bonus is payable*	Amount on which % Holiday Bonus is payable*	Trade Union subscriptions	Amount payable to Central Fund	Amount paid to Sick Fund	Provident Fund, Pension Fund and Mortality Benefit Association Contribution
						R	R	R	R				

* The relevant percentage should be indicated by the employer.

AANHANGSEL B

[Mediese sertifikaat ingevolge klousule 25 (2) van die Ooreenkoms]

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

- (a) Toestand van hart en bloedsomloop
- (b) Aan- of afwesigheid van liggaamlike gebreke of wanstaltigheid, insluitende breuke
- (c) Toestand van longe
- (d) Toestand van mangels en adenoïde
- (e) Toestand van nekkliere
- (f) Toestand van tande
- (g) Gehoor
- (h) Oë
- (i) Aansteklike siektes
- (j) Pedikulose
- (k) Liggaamlike ontwikkeling

Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik vir
 indiensmening as leerling in die ambag van
 of enige ambag, sonder gevaar vir homself/haarself of ander.

Plek
 Datum 19.... Mediese beampte

AANHANGSEL C

(Registrasievorm ingevolge klousule 17 van die Hoof-ooreenkoms van die Nywerheidsraad vir die Meubelnywerheid, OVS)

REGISTRASIE AS WERKGEWER IN DIE MEUBELNYWERHEID

Die Sekretaris
 Nywerheidsraad vir die Meubel-
 nywerheid (OVS)
 Posbus 869
 BLOEMFONTEIN
 9300

Meneer, Datum

In ooreenstemming met klousule 17 van die Hoof-ooreenkoms vir
 die Meubelnywerheid verskaf ek hiermee aan u die volgende beson-
 derhede in verband met hierdie besigheid:

1. Naam waaronder hierdie besigheid sake doen (in blokletters)

Registrasienommer, indien 'n maatskappy of beslote kor-
 porasie gedateer

2. Adres waar sake gedoen word (in blokletters)

Posbusnummer Poskode Telefoonnummer

APPENDIX B

[Medical certificate in terms of clause 25 (2) of the Agreement]

I certify that I have medically examined (full name)
 sex, race, who states that his/her present age
 is with the following results:

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

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

Place

Date 19.... Medical Officer

APPENDIX C

(Registration form in terms of clause 17 of the Main Agreement of the Industrial Council for the Furniture Industry, OFS)

REGISTRATION AS EMPLOYER IN THE FURNITURE MANUFACTURING INDUSTRY

The Secretary
 Industrial Council for the Furniture
 Industry, (OFS)
 P.O. Box 869
 BLOEMFONTEIN
 9300

Dear Sir, Date

In accordance with clause 17 of the Main Agreement for the Furni-
 ture Industry, I hereby furnish you with the following particulars in
 connection with this business:

1. Name under which business is carried on (in block letters)

Number of certificate of registration if a company or closed
 corporation dated

2. Address at which business is carried on (in block letters)

P.O. Box No Postal Code Telephone No

3. Adres van hoofkantoor
 4. Aard van besigheid.....
 5. Aanvangsdatum van sake
 6. Volle name, woonadres en identiteitsnommer van eiernaar of vennote of direkteurs
- (Skrap wat nie van toepassing is nie—As enigeen van hierdie persone aktief aan die besigheid deelneem, moet die aard van hul werk tussen hakies langsaan hul onderskeie name vermeld word):
- | | |
|-------------------|-------------------|
| Naam | Naam |
| Adres | Adres |
| I.D. nommer | I.D. nommer |

7. Is die besigheid geregistreer ingevolge—
- | | |
|--|--------|
| (a) die Wet op Beroepsgesondheid en Veiligheid, 1993? | JA/NEE |
| Reg. No | |
| (b) die Wet op Vergoeding vir Beroepsbeserings en -siektes, 1993 | JA/NEE |
| Reg. No | |
| (c) die Werkloosheidversekeringswet, 1966? | JA/NEE |
| Reg. No | |

8. Bestuurder en/of sekretaris (skrap wat nie van toepassing is nie)
9. Besonderhede van werknemers: Totale aantal volgens kategorie
- | | |
|----------------------------|------------------------------|
| Werknemers graad I | Vakleërlinge..... |
| Werknemers graad II | Klerke en verkoopsmanne |
| Werknemers graad III | Ander werknemers..... |
| Werknemers graad IV | |

10. Is hierdie bedryfsinrigting 'n lid van die Vereniging van Meubelfabrikante & Stoffeerders, OVS?

Die inligting hierbo verstrek word gewaarborg as juis en korrek.

Die uwe,

*Handtekening van alle vennote/eigenaars
en/of directeure*

AANHANGSEL D

**AANSOEK OM VRYSTELLING: KLOUSULE 4: VAKANSIESLUIT-
ING**

Hiermee doen ek/ons, die ondergetekende(s), ingevolge genoemde klousule aansoek om die jaarlikse vakansiesluiting soos volg te wysig:

Die rede(s) vir genoemde wysiging is kortliks soos volg:

Firmanaam.

Handtekening: Eienaar(s)

Datum

Belangrik: Handtekeninge van werknemers moet agterop hierdie vorm aangebring word.

3. Address of head office
 4. Nature of business
 5. Date of commenced trading
 6. Full names, home addresses and Identity number of proprietor or partners or directors
- (Delete whichever does not apply—where any of these persons are actively engaged in the business, the nature of their duties must be shown in parenthesis alongside their respective names):
- | | |
|-------------------|-------------------|
| Name | Name |
| Address | Address |
| I.D. number | I.D. number |

7. Is this business registered in terms of—
- (a) the Occupational Health and Safety Act, 1993? YES/NO
Reg. No.....
- (b) the Compensation for Occupational Injuries and Diseases Act, 1993 YES/NO
Reg. No.....
- (c) the Unemployment Insurance Act, 1966? YES/NO
Reg. No.....

8. Manager and/or secretary (delete whichever does not apply) ..

9. Particulars of employees:

- | | |
|--------------------------|-----------------------------------|
| Grade I employees..... | Apprentices..... |
| Grade II employees..... | Clerical and sales employees..... |
| Grade III employees..... | Other employees..... |
| Grade IV employees..... | |

10. Is this establishment a member of the OFS Furniture and Upholstery Manufacturers' Association?

The information given above is certified true and correct.

Yours faithfully,

*Signature of every/all owners, partners
and/or directors*

APPENDIX D

APPLICATION FOR EXEMPTION: CLAUSE 4: HOLIDAY SHUT-DOWN

I/We, the signatory(ies), hereby apply to amend the annual holiday shut-down, in terms of the above-mentioned clause, as follows:

The reason(s) for this amendment being:

Company

Signature: Owner(s)

Date

Important: Signatures of *employees* must be included at the back of this document.

Loonkategorie (ooreenkomstig klousule 43)	Voorgeskrewe volweekbonus: Per week
AA	R20,03
AB	R18,47
AC	R17,68
AD	R17,48
AE	R20,03
AF	R17,53
AG	R18,12
AH	R18,41
AI	R18,74
AJ	R17,77
AK	R18,27
AL	R18,79
AM	R19,30
AN	R19,80
AO	R20,03

Wage category (according to clause 43)	Prescribed full- week bonus: Per week
AA	R20,03
AB	R18,47
AC	R17,68
AD	R17,48
AE	R20,03
AF	R17,53
AG	R18,12
AH	R18,41
AI	R18,74
AJ	R17,77
AK	R18,27
AL	R18,79
AM	R19,30
AN	R19,80
AO	R20,03

No. R. 1425 19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956

JUWELIERSWARE- EN EDELMETAALNYWERHEID, KAAP: WYSIGING VAN HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) 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 31 Desember 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 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 die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,

Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP)

OOREENKOMS

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

Cape Jewellery Manufacturers' Association

No. R. 1425 19 August 1994

LABOUR RELATIONS ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY, CAPE: AMENDMENT OF MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending 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 31 December 1994, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 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 Amending Agreement.

T. T. MBOWENI,

Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)

AGREEMENT

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

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

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap),

tot wysiging van die Hoofooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 1133 van 8 Junie 1984, soos gewysig en hernieu by Goewermmentskennisgewing Nos. R. 2070 van 26 September 1986, R. 107 van 16 Januarie 1987, R. 146 van 30 Januarie 1987, R. 975 van 30 April 1987, R. 1992 van 11 September 1987, R. 2635 van 27 November 1987, R. 70 van 22 Januarie 1988, R. 1233 van 24 Junie 1988, R. 1675 van 19 Augustus 1988, R. 2591 van 23 Desember 1988, R. 1454 van 7 Julie 1989, R. 393 van 23 Februarie 1990, R. 394 van 23 Februarie 1990, R. 1762 van 2 Augustus 1991, R. 2858 van 29 November 1991, R. 818 van 13 Maart 1992, R. 2248 van 7 Augustus 1993, R. 702 van 30 April 1993 en R. 949 van 20 Mei 1994.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Juweliersware- en Edelmetaalnywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewers-organisasie en deur alle werknemers wat lede is van die vakvereniging;

(b) in die landdrostdistrik Die Kaap, uitgesonderd die gedeeltes wat voor 24 Oktober 1958 en 9 Maart 1973 (Goewermmentskennisgewings Nos. 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het, maar met inbegrip van die gedeeltes van die landdrostdistrik Goodwood wat voor 3 Oktober 1975 en 12 Desember 1980 (Goewermmentskennisgewings Nos. 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die landdrostdistrik Die Kaap geval het.

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

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

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

2. KLOUSULE 6: INDELING VAN WERK EN GEWONE MINIMUM LONE VIR GEWONE WERKURE

Vervang klousule 6 deur die volgende:

"Die minimum weekloon wat 'n werkgewer aan elkeen van ondergenoemde klasse werknemers moet betaal, is soos volg:

A—VAKMAN SE WERK

Enig een of meer van die volgende werksaamhede, ongeag die groep waaronder hulle val:

Klasse werk	Weekloon R
Groep I: Monteer- en/of edelmetaalwerk:	
(i) Edelmetale leger.....	414,00
(ii) Met die hand monteer, met of sonder die gebruik van handgereedskap	414,00
(iii) Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manipuleer.....	414,00

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

Jewellers' and Goldsmiths' Union

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

being the parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape),

to amend the Main Agreement published under Government Notice No. R. 1133 of 8 June 1984, as amended and renewed by Government Notices Nos. R. 2070 of 26 September 1986, R. 107 of 16 January 1987, R. 146 of 30 January 1987, R. 975 of 30 April 1987, R. 2635 of 27 November 1987, R. 70 of 22 January 1988, R. 1233 of 24 June 1988, R. 1454 of 7 July 1989, R. 394 of 23 February 1990, R. 1762 of 2 August 1991, R. 818 of 13 March 1992, R. 2248 of 7 August 1993,

R. 702 of 30 April 1993 and R. 949 of 20 May 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry (Cape)—

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

(b) in the Magisterial District of The Cape, excluding those portions which prior to 24 October 1958 and 9 March 1973 (Government Notices Nos. 1559 of 24 October 1958 and 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices Nos. 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of the Cape.

(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.

2. CLAUSE 6: CLASSIFICATION OF WORK AND ORDINARY MINIMUM WAGES FOR ORDINARY HOURS OF WORK

Substitute the following for clause 6:

"The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

A—JOURNEYMAN'S WORK

Any one or more of the following operations, irrespective of the group or groups in which they appear:

Classes of work	Weekly wage R
Group I: Mounting and/or precious metal working:	
(i) Alloying precious metals.....	414,00
(ii) Assembling by hand, with or without the use of hand tools.....	414,00
(iii) Bending, plying and/or manipulating metal to shape by hand.....	414,00

	Weekloon R
<i>Klasse werk</i>	
(iv) Vorms vir die giet van edelmetale maak en/of berei, maar uitgesonderd die bereiding van vorms vir die giet van gewone gietblokke van edelmetaal.....	414,00
(v) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word.....	414,00
(vi) Boorwerk deur middel van handgereedskap (met inbegrip van 'n boor met 'n buigsame skag) of met 'n elektries aangedrewe handboor.....	414,00
(vii) Metaal met 'n handvyl.....	414,00
(viii) Metaal met 'n handhamer of ander handgereedskap uitklop.....	414,00
(ix) Draaibankwerk.....	414,00
(x) Metaal berei vir trekpyp of charnier (maar uitgesonderd die trek van metaal deur trekplate).....	414,00
(xi) Ponswerk met 'n handpons of ander handgereedskap of -instrument.....	414,00
(xii) 'n Vervaardigde artikel of 'n gedeelte van sodanige herstel en/of verander.....	414,00
(xiii) Metaal met 'n figuursaag saag.....	414,00
(xiv) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp soldeer (afgesien daarvan of sodanige blaaspyp met die mond of met lugdruk in werking gebring word).....	414,00
(xv) Metaal deur middel van 'n masjienproses soldeer en/of 'n soldeermasjien bedien en/of 'n soldeeroond bedien.....	414,00
(xvi) Spinwerk.....	414,00
<i>Opmerking: Die uitdrukkings "legeer" en "edelmetale" word in kousule 3 omskryf.</i>	
Groep II: Die montering van sierstene:	
(i) Sierstene met die hand, en ook met behulp van handgereedskap, monteer.....	414,00
(ii) Sierstene deur middel van handstempels en/of ponsse monteer.....	414,00
(iii) Kerf- en opsniewerk.....	414,00
<i>Opmerking: Die uitdrukking "sierstene" word in kousule 3 omskryf.</i>	
Groep III: Graveerwerk:	
(i) Met die hand graveer, met inbegrip van die gebruik van handgereedskap.....	414,00
(ii) Met 'n masjien graveer.....	414,00
<i>Opmerking: Die uitdrukking "graveerwerk" word in kousule 3 omskryf.</i>	
Groep IV: Emaljering:	
(i) Handgeskilderde emaljewerk.....	414,00
<i>Opmerking: Die uitdrukking "emaljering" word in kousule 3 omskryf.</i>	

B—AMBAGSMAN SE WERK

Werk in enigeen of meer van die volgende ambagte wanneer dit verrig word deur 'n persoon wat in diens is van 'n werkgever in die Juweliersware- en Edelmetaalnywerheid, en wanneer dit deur die werkgever onderneem word in verband met sy eie werksaamhede in sodanige Nywerheid:

<i>Klasse werk</i>	Weekloon R
(i) Spinwerk in verband met onedelmetale.....	414,00
(ii) Sierwerk met onedelmetale.....	414,00
(iii) Kopersmidswerk.....	414,00

	Weekly wage R
<i>Classes of work</i>	
(iv) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....	414,00
(v) Cutting metal incidental to the work being performed by the particular journeyman.....	414,00
(vi) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....	414,00
(vii) Filing metal with hand file.....	414,00
(viii) Hammering metal with hand-operated hammer or any other hand tool.....	414,00
(ix) Lathe turning.....	414,00
(x) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).....	414,00
(xi) Punching with hand punch or with any other hand tool or instrument.....	414,00
(xii) Repairing and/or altering any manufactured article or part of any such article.....	414,00
(xiii) Sawing metal with fretsaw.....	414,00
(xiv) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure).....	414,00
(xv) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.....	414,00
(xvi) Spinning.....	414,00
<i>Note: The terms "alloying" and "precious metals" are defined in clause 3.</i>	
Group II: Setting ornamental stones:	
(i) Setting ornamental stones by hand, including the use of hand tools.....	414,00
(ii) Setting ornamental stones by means of hand-operated dies and/or punches.....	414,00
(iii) Carving and cutting up.....	414,00
<i>Note: The term "ornamental stones" is defined in clause 3.</i>	
Group III: Engraving:	
(i) Engraving by hand, including the use of any hand tool.....	414,00
(ii) Engraving by operating any machine.....	414,00
<i>Note: The term "engraving" is defined in clause 3.</i>	
Group IV: Enamelling:	
(i) Hand-painted enamelling.....	414,00
<i>Note: The term "enamelling" is defined in clause 3.</i>	

B—ARTISAN'S WORK

Work in any one of the following trades when performed by a person in the employ of an employer engaged in the Jewellery and Precious Metal Industry and when undertaken by the employer in connection with his own activities therein:

<i>Classes of work</i>	Weekly wage R
(i) Base metal spinning.....	414,00
(ii) Ornamental base metal working.....	414,00
(iii) Coppersmithing.....	414,00

<i>Klasse werk</i>	<i>Weekloon</i> R
(iv) Die maak van stempels en/of setmate en/of gereedskap en/of mate.....	414,00
(v) Elektrotegniese onderhoudswerk en/of installering.....	414,00
(vi) Monteer- en/of draaiwerk en/of masjienwerk en/of presiesieslypwerk.....	414,00
(vii) Die maak en/of herstel van instrumente.....	414,00
(viii) Die opstel van masjiengereedskap.....	414,00
(ix) Timmermanswerk.....	414,00
(x) Masjiendraaiwerk.....	414,00
(xi) Graveer- en/of stempelsnywerk.....	414,00

C—WERKMAN (GRAAD A) SE WERK

Enigeen van die volgende werksaamhede:

Die vyl, saag, boor, monteer en soldeer van vooraf gevormde juweliersware en van markesiet-artikels in silwer, met inbegrip van die gebruik van 'n hammer:

	<i>Weekloon</i> R
Gedurende die eerste jaar ondervinding.....	132,25
Gedurende die tweede jaar ondervinding.....	172,50
Gedurende die derde jaar ondervinding.....	212,75
Daarna.....	253,00

Opmerking: Die uitdrukkings "monteer" en "vooraf gevormde juweliersware" word in klousule 3 omskryf.

D—WERKMAN (GRAAD B) SE WERK

Alle werksaamhede in verband met die waslaaggietproses, uitgesonderd dié genoem onder klousule 6J (Gietvormsnyers se werk), word in een kategorie saamgevat as gips- en waslaagwerksaamhede en bestaan uit die volgende:

<i>Klassewerk</i>	
(i) Gesmelte was met die hand en/of 'n masjien in vorms inspuit;	
(ii) hoeveelheid gips afmeet en meng en dit met behulp van 'n masjien verwyder;	
(iii) gipsmengsel in 'n vloeibare vorm met die hand en/of masjien giet in kanne en/of houers waarin kers, gietvertakkings of gietkanale aangebring en/of geplaas is;	
(iv) wasmodelkerns, gietvertakkings of gietkanale maak of bou en dit in kanne en/of houers in posisie plaas;	
(v) wasmodelle uit vorms uitwerp en/of uitlig en/of uithaal;	
(vi) "baarde", "vinne" en/of onreëlmatighede aan wasmodelle afwerk en/of verwyder;	
(vii) bereiding, vulkanisering en droging van gietvorms.	

	<i>Weekloon</i> R
Gedurende die eerste jaar ondervinding.....	132,25
Gedurende die tweede jaar ondervinding.....	152,95
Gedurende die derde jaar ondervinding.....	182,85
Daarna.....	223,10

E—WERKMAN (GRAAD C) SE WERK

Enigeen of meer van die volgende werksaamhede:

<i>Klasse werk</i>	
(i) Verguld-, plateer- en skuurwerk met rubberwiele of papier, hetsy met die hand of met 'n masjien (met inbegrip van 'n buigsame as) en/of sandbestraling;	

<i>Classes of work</i>	<i>Weekly wage</i> R
(iv) Die and/or jig and/or tool and/or gauge making...	414,00
(v) Electrical maintenance work and/or installation..	414,00
(vi) Fitting and/or turning and/or machining and/or precision grinding.....	414,00
(vii) Instrument making and/or repairing.....	414,00
(viii) Machine tools setting up.....	414,00
(ix) Carpentering.....	414,00
(x) Engine turning.....	414,00
(xi) Die engraving and/or sinking.....	414,00

C—OPERATIVE WORK (GRADE A)

Any of the following operations:

Filing, sawing, drilling, assembling and soldering of pre-formed jewellery and of marcasite articles in silver and shall include the use of a hammer:

	<i>Weekly wage</i> R
During first year of experience.....	132,25
During second year of experience.....	172,50
During third year of experience.....	212,75
Thereafter.....	253,00

Note: The terms "assembling" and "pre-formed jewellery" are defined in clause 3.

D—OPERATIVE WORK (GRADE B)

All operations in connection with the lost-wax process of casting, other than those enumerated under clause 6J 4230001 (Mould Cutters), are amalgamated into one category as plaster and lost-wax operations and shall be:

<i>Classes of work</i>	
(i) injection of molten wax into moulds by hand and/or mechanical means;	
(ii) measuring quantity and mixing of plaster, including the evacuation of same by mechanical means;	
(iii) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees or sprues have been fitted and/or placed;	
(iv) making or building wax pattern cores, trees or sprues and positioning of same in cans and/or containers;	
(v) ejection and/or lifting, and/or taking out of wax patterns from moulds;	
(vi) trimming and/or removing "feather", "flash" and/or irregularities on wax patterns;	
(vii) preparation, vulcanising and curing of moulds.	

	<i>Weekly wage</i> R
During first year of experience.....	132,25
During second year of experience.....	152,95
During third year of experience.....	182,85
Thereafter.....	223,10

E—OPERATIVE WORK (GRADE C)

Any one or more of the following operations:

<i>Classes of work</i>	
(i) Gilding, plating, emerging, including rubberised wheels or paper, either manually or mechanically (including flexible shaft) and/or sandblasting;	

- (ii) perssnywerk, persponswerk en/of persbosseleerwerk;
- (iii) die skoonmaak en/of was van juweliersware;
- (iv) die uitgloeïing en trek van soliede draad en/of trekpype of charniers (in teenstelling met die bereiding van metaal vir trekpype of charniers, wat binne die bestek van 'n vakman se werk val);
- (v) rollers voer en/of mate gebruik;
- (vi) onedelmetale en afval van die edelmetale opsny en dit smelt, giet en in gewone gietblokke gooi;
- (vii) die vassit en/of vul van artikels in sement, was, skellak en/of ander sementeerstof vir graveer-, monteer- of masjiendraaiwerk;
- (viii) die afstempeling van gehalte-, identifikasie-, registrasienaam-, patent-, datum- en/of karaatmerke;
- (ix) die vergruising en maal van emalje tot 'n fyn poeier en die was van gepoeierde emalje vir die werksaamhede van Graad I;
- (x) versierde stene, pèrels of ander sierwerk vaslym in of op juweliersware, sonder die gebruik van handgereedskap, in die finale produksiestadiums:

Weekloon
R

Gedurende die eerste jaar ondervinding.....	132,25
Gedurende die tweede jaar ondervinding.....	147,20
Gedurende die derde jaar ondervinding.....	175,95
Daarna.....	202,40

F—HERHALINGSWERK

- (i) Panne gemonteerde artikels wat voorberei is vir soldeer- ring, op die bewegende band plaas wat die soldeeroond voer, en daarvan verwyder;
- (ii) samestellende dele van vooraf gevormde juweliersware in setmate plaas en hegswais en soldeersel of soldeerpasta daarop sit voordat die artikels op die bewegende band van 'n soldeeroond geplaas word;
- (iii) die prosesse met betrekking tot die produksie van oor- ringe, d.w.s. met 'n masjien boor, klink, saag en vinne verwyder;

Weekloon
R

Gedurende die eerste jaar ondervinding.....	132,25
Gedurende die tweede jaar ondervinding.....	147,20
Gedurende die derde jaar ondervinding.....	165,60
Daarna.....	182,85

G—POLEER

'n Poleerder is iemand wat 'n artikel of samestellende gedeelte van 'n artikel soos in hierdie Ooreenkoms onder 'Juweliersware- en Edelmetaalnywerheid' omskryf, poleer, hetsy met die hand of met 'n masjien, met inbegrip van die gebruik van rubber- of papierwiele en/of buigsame asse:

Weekloon
R

Gedurende die eerste jaar ondervinding.....	132,25
Gedurende die tweede jaar ondervinding.....	172,50
Gedurende die derde jaar ondervinding.....	212,75
Daarna.....	253,00

H—ARBEIDER SE WERK

Enig een of meer van die volgende werksaamhede:

Klasse werk

Weekloon
R

(i) Persele, gerei, houers, installasie, masjinerie en/of gereedskap skoonmaak en/of was.....	188,60
(ii) installasie en masjinerie olie en/of smeer.....	188,60
(iii) goedere dra, verwyder, toedraai, verpak en/of opstapel.....	188,60

- (ii) press cutting, press punching and/or press embos- sing;
- (iii) cleaning and/or washing jewellery;
- (iv) annealing, drawing solid wire and/or drawing tube or charnier (as distinct from preparing the metal for draw- ing tube of charnier, which is within the scope of jour- neyman's work);
- (v) feeding rollers and/or using gauges;
- (vi) cutting base metals and any precious metal scrap, and the smelting, casting and pouring thereof in plain ingots;
- (vii) fixing and/or filling articles in cement, wax, shellac and/or other cementing material for engraving, setting or engine turning;
- (viii) stamping quality, identification, registration, name, patent, date and/or carat marks;
- (ix) crushing and grinding enamel into fine powder and washing powdered enamel for Grade I operations;
- (x) glueing ornamented stones, pearls or other embellish- ments into or onto articles of jewellery in the final stages of production.

Weekly wage
R

During first year of experience.....	132,25
During second year of experience.....	147,20
During third year of experience.....	175,95
Thereafter.....	202,40

F—REPETITIVE WORK

- (i) Placing on and removing from the moving belt feed to the soldering oven trays of assembled articles pre- pared for soldering;
- (ii) placing into jigs and tack welding component parts of pre-formed jewellery and placing thereon solder or sol- dering paste preparatory to placing the articles onto the moving-belt of a soldering oven;
- (iii) processes relating to the production of sleeper earrings viz, drilling, riveting, sawing and removing flash by mechanical means;

Weekly wage
R

During first year of experience.....	132,25
During second year of experience.....	147,20
During third year of experience.....	165,60
Thereafter.....	182,85

G—POLISHING

A polisher means any person who polishes any article or component part of any article as defined in this Agreement under "Jewellery and Precious Metal Industry" either manually or mechanically, including the use of rubberised or paper wheels and/or flexible shafts.

Weekly wage
R

During first year of experience.....	132,25
During second year of experience.....	172,50
During third year of experience.....	212,75
Thereafter.....	253,00

H—LABOURERS' WORK

Any one or more of the following operations:

Classes of work

Weekly wage
R

(i) cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools.....	188,60
(ii) oil and/or greasing plant and machinery.....	188,60
(iii) carrying, moving, wrapping, packing and/or stacking goods.....	188,60

<i>Classes of work</i>	<i>Weekly wage</i> R
(iv) deur, vensters, kiste, pakke, bale en/of sakke oop- en/of toemaak.....	188,60
(v) teemaak en/of ander drankte berei	188,60
(vi) briewe en/of goedere aflewer en/of afhaal en/of boodskappe doen, hetsy te voet, met 'n fiets, drielief en/of handvoertuig.....	188,60
(vii) 'n handroller draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blaasbalk bedien.....	188,60
(viii) oorklere en/of ander beskermende klere was en/of stryk.....	188,60

I—VAKLEERLINGE

Die lone soos van tyd voorgeskryf in die vakleerlingvoorwaardes wat ooreenkomstig die Wet op Mannekragopleiding, 1981, vasgestel is.

J—GIETVORMSNYERS

'n Gietvormsnyer is 'n persoon wat die rubbergietsvorm in verband met waslaaggietwerk oopsny.

	<i>Weekloon</i> R
Gedurende die eerste jaar ondervinding.....	223,10
Daarna	316,25

K—MASJINIS

'n Masjinis is 'n persoon wat aangestel is vir die produksie van juweliersartikels deur meganiese werksaamhede, wat die volgende insluit:

Ru-bewerking, gladmaking, afskuinsing en vorming van sodanige artikels wanneer dit gedoen word deur 'n persoon wat 'n werknemer is van 'n werkgewer in die Juweliersware- en Edelmetaalnywerheid en wanneer dit onderneem word deur die werkgewer in verband met sy eie werksaamhede daarin:

	<i>Weekloon</i> R
Gedurende die eerste jaar ondervinding.....	138,00
Gedurende die tweede jaar ondervinding	207,00
Gedurende die derde jaar ondervinding.....	287,50
Daarna.....	414,00"

3. KLOUSULE 14: SIEKTEVERLOF

(1) Voeg die volgende nuwe subklousule (3) in:

“(3) *Kraamverlof*: (a) Vroulike werknemers wat meer as 3 jaar ononderbroke diens by dieselfde werkgewer het, is, op aansoek, op tot 3 maande onbetaalde kraamverlof geregtig. Herindiensneming vir sodanige werknemers is gewaarborg mits die werknemer onmiddellik na die verstryking van die tydperk van 3 maande na haar werk terugkeer.

(b) Sodanige tydperk van kraamverlof word as ononderbroke diens beskou. Dit sluit die betaling van vakansiegelde en siekteverlof in, maar sluit nie die betaling van siekteverlof op openbare vakansiedae wat in hierdie tydperk val, in nie.

(c) Die werkgewer word toegelaat om 'n werknemer in diens te neem op 'n dienskontrak van beperkte termyn om 'n werknemer se pos te vul terwyl sodanige werknemer met kraamverlof is. Die maksimum tydperk van so 'n kontrak is beperk tot 6 maande.”

(2) Voeg die volgende nuwe subklousule (4) in:

“(4) *Uitsonderingsverlof*: Indien 'n onmiddellike familielid te sterwe kom, moet die werkgewer elke keer 'n maksimum van 3 dae onbetaalde uitsonderingsverlof aan die werknemer toestaan.”

<i>Classes of work</i>	<i>Weekly wage</i> R
(iv) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags.....	188,60
(v) making tea and/or preparing other beverages	188,60
(vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle and/or hand-propelled vehicle.....	188,60
(vii) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine, and/or operating a blower or bellows...	188,60
(viii) washing and/or ironing overalls and/or other protective clothing.....	188,60

I—APPRENTICES

Wages as prescribed from time to time in the conditions of apprenticeship fixed under the Manpower Training Act, 1981.

J—MOULD CUTTERS

A mould cutter means a person who cuts open rubber moulds in respect of lost wax casting.

	<i>Weekly wage</i> R
During first year of experience	223,10
Thereafter.....	316,25

K—MACHINIST

A machinist means a person engaged in the operation by mechanical means of the production of articles of jewellery which shall include:

Roughing out, smoothing, bevelling and shaping of such articles when performed by a person in the employ of an employer in the Jewellery and Precious Metal Industry and when undertaken by the employer in connection with his own activities therein.

	<i>Weekly wage</i> R
During first year of experience	138,00
During second year of experience	207,00
During third year of experience	287,50
Thereafter.....	414,00"

3. CLAUSE 14: SICK LEAVE

(1) Insert the following new sub-clause (3):

“(3) *Maternity leave*: (a) Female employees who have had more than 3 years' continuous service with the same employer shall be entitled, upon application, to three months' unpaid maternity leave. Such employees shall be guaranteed re-employment, provided the employee returns to work immediately upon expiry of the three-month period.

(b) Such period of maternity leave shall be treated as continuous service. This shall include the accrual of holiday pay and sick leave, but shall not include the payment of sick leave or public holidays falling within this period.

(c) The employer shall be permitted to employ an employee on a fixed-term contract to fill an employee's position whilst such employee is on maternity leave. The maximum duration of such contract shall be six months.”

(2) Insert the following new subclause (4):

“(4) *Compassionate leave*: In the event of a death in the immediate family, the employer shall grant the employee a maximum of three days' unpaid compassionate leave per each occasion.”

4. KLOUSULE 23: DIENSBEËINDIGING OF VERANDERING VAN DIENSVOORWAARDES

In subklousule (1) (a) en subklousule (1) (a) (ii), vervang die uitdrukkings "30" en "30ste" deur die uitdrukkings "90" en "90ste", onderskeidelik.

5. KLOUSULE 37: PENSIOENFONDS

(1) Vervang subklousule (1) deur die volgende:

"(1) Die bepalings van hierdie klousule is van toepassing op alle werknemers vir wie die minimumloon in klousule 6 voorgeskryf is, sowel as op alle ander werknemers in die Nywerheid: Met dien verstande dat daar van werknemers wat die Nywerheid vir die eerste maal betree of voorheen hul Pensioenfondsbidraes opgeëis het, verlang kan word om drie maande te wag voor hul mag bydra: Met dien verstande voorts dat werknemers wat voorheen in die Nywerheid gewerk het, of nie hul bidraes opgeëis het nie, of wat afgelê was en hul bidraes onttrek het, by aanvaarding van werk tot die Fonds bydra."

(2) Skrap subklousule (7).

6. ALLE KLOUSULES

Vervang die uitdrukking "sy" deur die uitdrukking "sy/haar" dwarsdeur die Ooreenkoms.

Geteken te Kaapstad op hede die 31ste dag van Maart 1994.

M. LEVIN,
Voorsitter.

J. DAVIDS,
Ondervoorsitter.

K. A. MARTIN,
Sekretaris.

4. CLAUSE 23: TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS

In subclause (1) (a) and subclause (1) (a) (ii), substitute the expressions "90" and "90th" for the expressions "30" and "30th", respectively.

5. CLAUSE 37: PENSION FUND

(1) Substitute the following for subclause (1):

"(1) The terms of this clause shall apply in respect of all employees for whom minimum wages are prescribed in clause 6, and all other employees in the Industry: Provided that employees entering the Industry for the first time or who had previously claimed their Pension Fund benefits may be required to wait three months before contributing: Provided further that employees who have worked in the Industry, or who have not withdrawn their contributions, or who have been retrenched and have withdrawn their contributions, shall contribute towards the Fund on accepting employment."

(2) Delete subclause (7).

6. ALL CLAUSES

Substitute the expression "his/her" for the expression "his" throughout the Agreement.

Signed at Cape Town this 31st day of March 1994.

M. LEVIN,
Chairman.

J. DAVIDS,
Vice-Chairman.

K. A. MARTIN,
Secretary.

No. R. 1428

19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, GRENS: WYSIGING VAN HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) 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 20 Maart 1995 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

No. R. 1428

19 August 1994

LABOUR RELATIONS ACT, 1956

BORDER FURNITURE MANUFACTURING INDUSTRY: AMENDMENT OF MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending 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 20 March 1995, upon the employers' organisation and the trade union which entered into the Amending 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Maart 1995 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBEL- NYWERHEID, GRENS

HOOFOOREENKOMS

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

Border 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 the "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Grens,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1227 van 22 Junie 1984 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng, gewysig en hernieu by Goewermentskennisgewings Nos. R. 523 van 15 Maart 1985, R. 859 van 19 April 1985, R. 991 van 23 Mei 1986, R. 1454 van 11 Julie 1986, R. 433 van 27 Februarie 1987, R. 847 van 16 April 1987, R. 340 van 4 Maart 1988, R. 787 van 22 April 1988, R. 614 van 31 Maart 1989, R. 1242 van 16 Junie 1989, R. 778 van 5 April 1990, R. 2083 van 31 Augustus 1990, R. 2078 van 23 Augustus 1991, R. 924 van 27 Maart 1992, R. 2117 van 24 Julie 1992, R. 352 van 5 Maart 1993, R. 1180 van 2 Julie 1993 en R. 475 van 11 Maart 1994.

DEEL I

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Meubelnywerheid, Grens—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik betrokke is by of werksaam is in genoemde Nywerheid;

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 20 March 1995, 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 Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

BORDER INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY

MAIN AGREEMENT

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

Border Furniture Manufacturers' Association

(hereinafter referred to as the "employees" 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 Border Industrial Council for the Furniture Manufacturing Industry,

to amend the Agreement published under Government Notice No. R. 1227 of 22 June 1984 (hereinafter referred to as the Re-enacting Agreement), as extended, amended and renewed by Government Notices Nos. R. 523 of 15 March 1985, R. 859 of 19 April 1985, R. 991 of 23 May 1986, R. 1454 of 11 July 1986, R. 433 of 27 February 1987, R. 847 of 16 April 1987, R. 340 of 4 March 1988, R. 787 of 22 April 1988, R. 614 of 31 March 1989, R. 1242 of 16 June 1989, R. 778 of 5 April 1990, R. 2083 of 31 August 1990, R. 2078 of 23 August 1991, R. 924 of 27 March 1992, R. 2117 of 24 July 1992, R. 352 of 5 March 1993, R. 1180 of 2 July 1993 and R. 475 of 11 March 1994.

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 Border Furniture Manufacturing Industry—

- (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 or employed respectively in the said Industry;

- (b) in die landdrostdistrikte Albert, Aliwal-Noord, Fort Beaufort (uitgesonderd die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1904 van 30 Augustus 1985 in die landdrostdistrik Stockenström geval het), Oos-Londen (uitgesonderd die gedeeltes wat voor die publikasie van Goewermenskennisgewings Nos. R. 1877 van 4 September 1981, R. 1079 van 10 Junie 1988 en 2354 van 5 Oktober 1990 in die Ciskei geval het), Queenstown (uitgesonderd die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1904 van 30 Augustus 1985 in die landdrostdistrik Stockenström geval het) en Stutterheim (insluitende die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 2354 van 5 Oktober 1990 in die landdrostdistrik Stutterheim geval het).

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

- (a) slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;
- (b) op vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarvolgens vasgestel nie.

2. KLOUSULE 6: BUITEWERK

Voeg die volgende nuwe subklousule (5) in na subklousule (4):

- “(5) Die verrigting van werk op 'n kontrakgrondslag, in verband met die Meubelnywerheid, op of in 'n werk-gewer se perseel is verbode: Met dien verstande dat sodanige werk deur die werk-gewer se *bona fide* gere-gistreeerde werknemer/s verrig kan word.”.

3. KLOUSULE 24: LONE

Vervang klousule 24 deur die volgende:

“24. LONE

(1) Behoudens klousules 8 en 9 van hierdie deel van die Ooreenkoms, mag geen lone wat laer is as dié wat in Deel II van hierdie Ooreenkoms voorgeskryf word, deur 'n werk-gewer betaal en deur 'n werknemer aangeneem word nie.

(2) (a) 'n Werknemer wat op 20 Maart 1994 'n hoër loon ontvang het as dié wat voorgeskryf is, vir die klas werk waarin hy werksaam is, moet 'n verhoging ontvang wat gelyk is aan die verskil tussen die loon voorgeskryf vir die tydperk eindigende 20 Maart 1994 en die loon wat in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat die addisionele bedrag wat ooreenkomstig hierdie subklousule aan 'n werknemer betaalbaar is, verminder kan word met die bedrag van alle verhogings wat gedurende die tydperk vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 20 Maart 1994 aan so 'n werknemer toegestaan word.

(b) 'n Werknemer wat op 20 Maart 1994 'n hoër loon ontvang het as wat voorgeskryf is vir die klas werk waarin hy werksaam is, moet 'n verhoging ontvang wat gelyk is aan die verskil tussen die loon voorgeskryf vir die tydperk eindigende 20 Maart 1994 en die loon wat daarna voorgeskryf word.

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

- (b) within the Magisterial District of Albert, Aliwal North, East London (excluding those portions which prior to the publication of Government Notices Nos. R. 1877 of 4 September 1981, R. 1079 of 10 June 1988 and 2354 of 5 October 1990 fell within the Ciskei), Fort Beaufort (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström), Queenstown (excluding that portion which prior to the publication of Government Notice No. 1904 of 30 August 1985 fell within the Magisterial District of Stockenström) and Stutterheim (including that portion which prior to the publication of Government Notice No. 2354 of 5 October 1990 fell within the Magisterial District of Stutterheim).

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

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

2. CLAUSE 6: OUTWORK

Insert the following new subclause (5) after subclause (4):

- “(5) The performance of work on a contract basis, in connection with the Furniture Manufacturing Industry, on or in an employer's premises is prohibited: Provided that such work may be performed by the employer's *bona fide* registered employee/s.”.

3. CLAUSE 24: WAGES

Substitute the following for clause 24:

“24. WAGES

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

(2) (a) Any employee who, on 20 March 1994, was in receipt of a wage higher than the wage prescribed for the class of work upon which he is employed, shall receive an increase equal to the difference between the wages as prescribed for the period ending 20 March 1994 and the wages as prescribed in this Agreement: Provided that the additional amount payable to an employee in terms of this subclause may be reduced by the amount of any increase granted to such an employee in the period from 20 March 1994 to the date of coming into operation of this Agreement.

(b) Any employee who, on 20 March 1994, was in receipt of a wage higher than the wage prescribed for the class of work upon which he is employed, shall receive an increase equal to the difference between the wages as prescribed for the period ending 20 March 1994 and the wages as prescribed thereafter.

(3) The provisions of Subclause (2) shall not apply to casual employees.”.

4. DEEL II VAN DIE VORIGE OOREENKOMS

Vervang Deel II deur die volgende:

"DEEL II**LONE****Graad I**

1. Werknemers in diens in enige van of al die werksaamhede wat in die Meubelnywerheid verrig word, uitgesonderd die werknemers in klousules 5 tot 15 van hierdie Deel bedoel, maar met inbegrip van voormanne en/of toesighouers:

	<i>Sent per uur</i>
Gedurende die tydperk eindigende 20 September 1994	677
Daarna	703

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

	<i>Sent per uur</i>
Graad 1L1: Vir die eerste jaar diens:	
Gedurende die tydperk eindigende 20 September 1994	544
Daarna	564

Graad 1L2: Vir die tweede jaar diens:

Gedurende die tydperk eindigende 20 September 1994	577
Daarna	598

Graad 1L3: Vir die derde jaar diens:

Gedurende die tydperk eindigende 20 September 1994	611
Daarna	634

Graad 1L4: Vir die vierde jaar diens:

Gedurende die tydperk eindigende 20 September 1994	640
Daarna	664

3. (a) Jeugdige manlike werknemers in diens in 'n ambag of tak van 'n ambag aangewys kragtens die Wet op Mannekragopleiding, 1981, moet die loon betaal word wat ingevolge daardie Wet vir die toepaslike leerjaar voorgeskryf word.

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

4. (a) Werknemers wat metaalsweiswerk verrig, uitgesonderd puntsweiswerk; en

(b) werknemers wat masjinerie onderhou:

	<i>Sent per uur</i>
Gedurende die tydperk eindigende 20 September 1994	677
Daarna	703

Graad II

5. (a) Werknemers wat die volgende werk verrig:

- (1) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of gedeeltelik, van alle soorte matrasse gevul met klapperhaar, haarlok, vlokkienskapok, katoenwatte, hare, vesel, wol, vere, gras, kaf, strooi, rubber of 'n ander soortgelyke stof; of 'n kombinasie van veerbinnewerk, alle soorte draadvere, ketting- en/of spiraalvere, volspiraalvere, maasvere, heliese vere, alle soorte vere en/of veereenhede; kopkussings, stoelkussings, peule, bomatrasse, kwilte; die vasslaan en/of vashaak van veermatrasdrade, kettingveermase, spiraalvere en heliese vere aan rame vir beddegoed, maar uitgesonderd die diverse werksaamhede in subklousules (b) en (c) bedoel;

4. PART II OF THE FORMER AGREEMENT

Substitute the following for Part II:

"PART II**WAGES****Grade I**

1. Employees engaged in any or all of the operations performed in the Furniture Manufacturing Industry, with the exception of the employees referred to in clauses 5 to 15 of this Part, but including foremen and/or supervisors:

	<i>Cents per hour</i>
During period ending 20 September 1994	677
Thereafter	703

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

	<i>Cents per hour</i>
Grade 1L1: For the first year of employment:	
During the period ending 20 September 1994	544
Thereafter	564

Grade 1L2: For the second year of employment:

During the period ending 20 September 1994	577
Thereafter	598

Grade 1L3: For the third year of employment:

During the period ending 20 September 1994	611
Thereafter	634

Grade 1L4: For the fourth year of employment:

During the period ending 20 September 1994	640
Thereafter	664

3. (a) Juvenile male employees engaged in a trade or branch of a trade designated under the Manpower Training Act, 1981, shall be paid the wage prescribed in terms of that Act for the appropriate year of apprenticeship.

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

4. (a) Employees engaged in the welding of metal, other than spot welding; and

(b) Employees engaged in the maintenance of machinery:

	<i>Cents per hour</i>
During the period ending 20 September 1994	677
Thereafter	703

Grade II

5. (a) Employees engaged in—

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

- (2) veermaaswerk vleg;
- (3) vulsel in matrasslope instop, hetsy met die hand of 'n masjien;
- (4) sye stik;
- (5) kwassiesmaak, hetsy met die hand of 'n masjien;
- (6) 'n randkwiltmasjien bedien;
- (7) 'n bo-kwiltmasjien bedien;
- (8) rame en rollers vir die bo-kwiltmasjien gereed maak;
- (9) vervlegte kussinkies aan veereenhede vassit, -stik of -kram, hetsy met die hand of 'n masjien;
- (10) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (11) vulsel op 'n veereenheid uitsprei;
- (12) matrasbostukke, hetsy gekwilt of nie, in 'n posisie vassit om 'n vooraf geboude binnewerk of veermatras te bou;
- (13) bande aan die kante van 'n binneveermatras stik;
- (14) Rolomrandwerk met die hand of 'n masjien:

*Sent per
uur*

Gedurende die tydperk eindigende 20 September 1994	520
Daarna	541

- (b) Werknemers wat puntsweiswerk verrig:

*Sent per
uur*

Gedurende die tydperk eindigende 20 September 1994	520
Daarna	541

- (c) Werknemers in diens as versendingsklerke of magasynmanne:

*Sent per
uur*

Gedurende die tydperk eindigende 20 September 1994	520
Daarna	541

- (d) Leerlinge in diens om die klasse werk bedoel in klousule 5 (a) te leer:

Gedurende die eerste jaar waarin hierdie Ooreenkoms in werking tree:

Per week:

*Sent per
uur*

- Graad 2L1: Vir die eerste ses maande diens:

Gedurende die tydperk eindigende 20 Sep- tember 1994	428
Daarna	444

- Graad 2L2: Vir die eerste ses maande diens:

Gedurende die tydperk eindigende 20 September 1994	466
Daarna	484

6. Werknemers wat die volgende werk verrig:

Alle masjiene bedien waar sodanige masjiene deur 'n masjiensteller of 'n toesighouer ingestel is, alle herhalingsstofeerwerk (maar nie herstofeerwerk, prototipe en enkeltipe nie), sproeispuite bedien, gordynrolletjies en rolwielletjies aanbring en alle herhalingsmonteerwerk-saamhede:

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

*Cents per
hour*

During the period ending 20 September 1994 ..	520
Thereafter	541

- (b) Employees engaged in spot welding:

*Cents per
hour*

During the period ending 20 September 1994	520
Thereafter	541

- (c) Employees employed as despatch clerks or storeman:

*Cents per
hour*

During the period ending 20 September 1994	520
Thereafter	541

- (d) Learners employed in learning the classes of work referred to in clause 5 (a):

During the first year in which this Agreement comes into operation:

Per week:

*Cents per
hour*

- Grade 2L1: For the first six months of employment:

During the period ending 20 September 1994	428
Thereafter	444

- Grade 2L2: For the second six months of employment:

During the period ending 20 September 1994	466
Thereafter	484

6. Employees engaged in:

Operating all machines where such machines have been set by a setter or supervisor, all repetitive upholstery work (but excluding re-upholstery, prototype and one off work), operating spray guns, curtain and roller castors and all repetitive assembly operations:

	<i>Sent per uur</i>
Gedurende die tydperk eindigende 20 September 1994	520
Daarna	540

7. Leerlinge in diens om die werksaamhede bedoel in klousule 6 te leer:

Gedurende die eerste jaar waarin hierdie Ooreenkoms in werking tree:

Per week:

	<i>Sent per uur</i>
Graad 2L1: Vir die eerste ses maande diens:	
Gedurende die tydperk eindigende 20 September 1994	428
Daarna	444
Graad 2L2: Vir die tweede ses maande diens:	
Gedurende die tydperk eindigende 20 September 1994	466
Daarna	484

Graad III

8. Werknemers wat die volgende werk verrig:

- (1) 'n Werksaamheid of proses, hetsy in die geheel of gedeeltelik, met die hand of 'n meganiese toestel, in glijpsteek; stik en/of aanmekaarwerk van oortreksels, teenstroke, stoelkussings, koorde, gordynkappe of peule, maar nie die sny van oortreksels nie;
- (2) knope aan verwyderbare en/of los stoelkussings vaswerk;
- (3) gimp en/of galon en/of stolpplooiel vassit, maar nie vaskram en/of met hegspykers vasslaan nie:

	<i>Sent per uur</i>
Gedurende die tydperk eindigende 20 September 1994	410
Daarna	426

9. Werknemers wat die volgende werk verrig:

- (1) Alle stikwerk nodig by die vervaardiging van bostukke, rande, matrasslope, ateljeerusbankoortreksels en komponente;
- (2) matrashandvatsels aan rande stuk;
- (3) gekwiltte rande aan matrassenehede stik vóór die vasstik van kantbande;
- (4) die bek van 'n matras met die hand of 'n masjien toewerk;
- (5) randlengtes aanmekaarwerk;
- (6) kopkussings, stoelkussings en peule toewerk;
- (7) bostukke, rande en slope uitsny:

	<i>Sent per uur</i>
Gedurende die tydperk eindigende 20 September 1994	410
Daarna	426

10. Leerlinge in diens om die klasse werk bedoel in klousules 8 en 9 te leer:

Per week:

	<i>Sent per uur</i>
Graad 3L1: Vir die eerste ses maande diens:	
Gedurende die tydperk eindigende 20 September 1994	388
Daarna	403
Graad 3L2: Vir die tweede ses maande diens:	
Gedurende die tydperk eindigende 20 September 1994	398
Daarna	413

Daarna, die loon voorgeskryf vir 'n werknemer in diens in werk in klousules 8 en 9 bedoel.

	<i>Cents per hour</i>
During the period ending 20 September 1994	520
Thereafter	540

7. Learners employed in learning the operations referred to in clause 6:

During the first year in which this Agreement comes into operation:

Per week:

	<i>Cents per hour</i>
Grade 2AL1: For the first six months of employment:	
During the period ending 20 September 1994	428
Thereafter	444
Grade 2L2: For the second six months of employment:	
During the period ending 20 September 1994	466
Thereafter	484

Grade III

8. Employees engaged in—

- (1) any operation or process, in whole or in part, performed by hand or mechanical appliance, in slipstitching; sewing and/or joining covers, flies, cushions, cords, pelmets or bolsters, but excluding the cutting of covers;
- (2) buttoning of removable and/or loose cushions;
- (3) affixing gimp and/or braid and/or box pleating, but excluding the stapling and/or tacking thereof:

	<i>Cents per hour</i>
During the period ending 20 September 1994	410
Thereafter	426

9. Employees engaged in—

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

	<i>Cents per hour</i>
During the period ending 20 September 1994	410
Thereafter	426

10. Learners employed in learning the classes of work referred to in clauses 8 and 9:

Per week:

	<i>Cents per hour</i>
Grade 3L1: For the first six months of employment:	
During the period ending 20 September 1994	388
Thereafter	403
Grade 3L2: For the second six months of employment:	
During the period ending 20 September 1994	398
Thereafter	413

Thereafter, the wage prescribed for an employee engaged on work referred to in clauses 8 and 9.

11. Werknemers wat die volgende werk verrig:

- (1) Klaargemaakte rottangmatte vassit;
- (2) 'n enkelrolskuurder, oopskyfskuurder, tolskuurder en lugge vulde skuurder opstel en bedien;
- (3) gate boor;
- (4) slegs met die tapmasjien tapgate sny;
- (5) die skarnieruitholmasjien bedien om uithollings vir slotte en skarniere te sny;
- (6) stoelkussings met veerbinnewerk en/of veereenhede vul;
- (7) 'n tappeninvoegmasjien bedien;
- (8) hangerbout insteek en 'n poot vasbout of inskroef, maar nie die vassit van die plaat en/of hegstuk aan die raamwerk waaraan die hangerbout moet kom nie;
- (9) 'n kantfineermasjien bedien, maar nie kantlyste aansit nie;
- (10) met 'n masjien skuur, maar nie met 'n twee- en drie-rol- en kombinasierol-en-band-skuurder nie;
- (11) hout- en metaallatte en dwarsstawe aan rame vir stof-feerwerk in posisie plaas:

Sent per
uur

Gedurende die tydperk eindigende 20 September 1994	410
Daarna	426

Graad IV

12. Werknemers wat die volgende werk verrig:

- (1) Vasbout;
- (2) houttappen en penne met die hand en/of 'n masjien maak en/of spits maak;
- (3) met die hand en/of 'n draagbare skuurder skuur, ongeag of die artikels wat geskuur word, stilstaan of draai;
- (4) soliede hout met die hand of d.m.v. 'n meganiese proses buig;
- (5) gate of barste in meubels met houtvulsel of soortge-lyke stowwe vul;
- (6) bedysters, koepels en sokke vir rolwielletjies vassit;
- (7) was aanwend;
- (8) rande verf en/of vul;
- (9) deure en toebehore afhaal voordat dit vir poleerwerk gereedgemaak word;
- (10) met gips of 'n ander vulstof vul;
- (11) meubels met sure of 'n ander bleikmiddel bleik;
- (12) 'n gepoleerde oppervlak stippel;
- (13) slegs met die hand beits, olie, vul en/of vernuwe;
- (14) webband en/of plaasvervangers aansit, maar nie spiraalvere vaswoel nie;
- (15) laaghout of hardbord aan los sitplekke vir stoffeerwerk vasspyker;
- (16) metaal bespuit;
- (17) riempieswerk;
- (18) heliese vere en/of ketting- en/of sigsag- of niedeur-saktipe veerwerk aanhak;
- (19) klapperhaar of ander materiaal met 'n masjien pluus;
- (20) die agtergrond van houtsnijwerk stippel en pons;
- (21) T- en G-randstroke met die hand vasslaan, maar nie verstekhoekprofiel nie;

11. Employees engaged in—

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

Cents per
hour

During the period ending 20 September 1994	410
Thereafter	426

Grade IV

12. Employees engaged in—

- (1) bolting;
- (2) making and/or pointing of wooden dowels and pins by hand and/or machine;
- (3) sandpapering by hand and/or portable sander, regardless of whether the articles sandpapers are stationary or rotating;
- (4) bending of solid timber by hand or mechanical process;
- (5) filling of holes or cracks in furniture with wood filler or similar substances;
- (6) fixing bed irons, domes and sockets for castors;
- (7) applying wax;
- (8) painting and/or filling edges;
- (9) removing doors and fittings prior to preparation for polishing;
- (10) filling in with plaster of paris or any other filling material;
- (11) bleaching furniture with acids or any other bleaching agent;
- (12) stippling polished surface;
- (13) staining, oiling, filling and/or reviving by hand only;
- (14) fixing of webbing and/or substitutes, but excluding the lashing of coil springs;
- (15) tacking of plywood or hardboard onto loose seats for upholstery purposes;
- (16) spraying of metal;
- (17) riempies work;
- (18) hooking on of helical springs and/or chain and/or zig-zag or no-sag type of springing;
- (19) teasing coir or other materials by machine;
- (20) stippling and punching the background of carving;
- (21) knocking on of T and G edge strips by hand, excluding mitred corner sections;

- (22) bome aan gestoffeerde artikels vasspyker;
- (23) werk in verband met enige van die prosesse by die vervaardiging van veerbinnewerk en/of veereenhede en die vervaardiging van hul onderdele;
- (24) paneelpenne en/of -spykers en/of -kramme wat uitsteek met 'n pons wegkap in die handskuurseksie;
- (25) rolle stoffeermateriaal, goiing, kaliko, crownflex en dergelike stowwe met die hand oopmaak en/of van selfkant tot selfkant sny, maar uitdruklik nie 'n patroon en/of fatsoen, gereed vir stoffeerwerk, na grootte sny nie;
- (26) handvatsels met skroewe, boute en moere, en skroefboute deur vooraf geboorde gate vasheg;
- (27) spieëls deur middel van kleefband vassit;
- (28) opknapwerk by die op- en/of aflaaiplek;

*Sent per
uur*

Gedurende die tydperk eindigende 20 September 1994.....	379
Daarna.....	394

13. Werknemers wat die volgende werk verrig:

- (1) Bedmatrasrame, ateljeerusbankrame en bababeddens met die hand vasbout;
- (2) spoel vir 'n randkwiltmasjien gereedmaak;
- (3) gekwiltte rande volgens lengte sny;
- (4) gate in matrasrande pons;
- (5) ventileerders en handvatsels aan matrasrande aanbring;
- (6) die vervlegmasjien voer;
- (7) kussinkies uitsny en maak, ongeag die materiaal wat gebruik word;
- (8) latte en dwarsstawe in posisie plaas of webband aan matras- of bedrame heg;
- (9) matrasrame beits;
- (10) ore aan matrasrame vasheg;
- (11) maas aan 'n matrasraam in posisie plaas en vasheg;
- (12) lusse aan naalde hang by drukdeursteekwerk;
- (13) 'n materiaalspreimasjien laai, stoot en bedien;
- (14) 'n pluismasjien bedien;
- (15) 'n lusmaakmasjien bedien;
- (16) lusse, knope of kwassies vasheg;
- (17) rame vir beddegoed met die hand beits en/of vernis;
- (18) geweefde draadmaas en kettingveermase aan rame vir beddegoed monteër, vasslaan of vashaak, ongeag die materiale waarvan die rame gemaak is;
- (19) bedysters aanbring;
- (20) veereenhede aan bedrame vasheg;

*Sent per
uur*

Gedurende die tydperk eindigende 20 September 1994.....	379
Daarna.....	394

14. Werknemers wat die volgende werk verrig:

- (1) Persele skoonmaak en vee;
- (2) masjinerie, uitrustig; gereedskap, sproeispuite en werktuie skoonmaak;
- (3) masjiene en/of voertuie olie smeer;
- (4) afwit;
- (5) voertuie laai en/of aflaa;
- (6) materiaal hanteer;

- (22) tacking on of bottoms to upholstered articles;
- (23) work in connection with any of the processes in the construction of springs interior and/or spring units and the manufacture of their component parts;
- (24) punching away protruding panel pins and/or nails and/or staples in the hand-sanding section;
- (25) breaking up and/or cutting from selfedge to selfedge by hand of rolls of upholstery material, hessian, calico, crownflex and similar materials, but expressly excluding the cutting to size of pattern and/or shape ready for upholstery;
- (26) fixing of handles by screws, bolts and nuts, and screwbolts through prebored holes;
- (27) affixing of mirrors by the use of adhesive tape;
- (28) touching up at the point of loading and or offloading;

*Cents per
hour*

During the period ending 20 September 1994..	379
Thereafter.....	394

13. Employees engaged in—

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

*Cents per
hour*

During the period ending 20 September 1994..	379
Thereafter.....	394

14. Employees engaged in—

- (1) cleaning and sweeping of premises;
- (2) cleaning machinery, plant, tools, spray guns and utensils;
- (3) oiling and greasing machines and/or vehicles;
- (4) lime-washing;
- (5) loading and/or unloading vehicles;
- (6) handling materials;

- | | |
|--|--|
| <p>(7) 'n voertuig of handkar stoot of trek;</p> <p>(8) met handvoertuie aflewer;</p> <p>(9) grondstowwe uitpak, baal en ontbaal;</p> <p>(10) uitrusting skoonmaak en skoonblaas;</p> <p>(11) 'n stoomketel, verbrander en/of oond bedien;</p> <p>(12) droogoonde laai en ontlai;</p> <p>(13) tee of ander dergelike drank maak;</p> <p>(14) hout vir preservering behandel;</p> <p>(15) artikels in kartonne en/of kartonhouers verpak;</p> <p>(16) artikels in kartonne en/of kartonhouers verpak en daarna die kartonne en kartonhouers vul en toe-
maak;</p> <p>(17) lym afwas en/of afvee;</p> <p>(18) gebruikte stoffeerwerk en beddegoed uitmekaar-
haal;</p> <p>(19) 'n meubelmasjienwerker help om materiale voor en
na masjienbewerking te hanteer;</p> <p>(20) metaalstawe, skarniere, metaalbuise, metaalstroke,
ketting, draad, hoepelyster en dergelike materiale
sny;</p> <p>(21) ysterboute en -stawe vasklink of skroefdraad daarin
sny;</p> <p>(22) enige soort pers bedien;</p> <p>(23) stoffeervere bal en indompel;</p> <p>(24) stofsakke en/of siklone van skuurmasjiene versorg;</p> <p>(25) skuurpapierskywe vaslym;</p> <p>(26) in papier of karton toedraai;</p> <p>(27) rubbereenhede in matrasslope insit;</p> <p>(28) rubber of plaas vervangers daarvan uitsny en aan
mekaar vaslym;</p> <p>(29) finere met kleefbank vassit en 'n fineerpers bedien;</p> <p>(30) lym en papier van geperste finere verwyder, afwas en
afvee;</p> <p>(31) hoepelyster wat vir webband gebruik word, reguit
maak en/of sny;</p> <p>(32) kopkussings, stoelkussings en peule met stowwe en
materiaal vul, maar nie met veerbinnewerk en/of vee-
reenhede nie;</p> <p>(33) klapperhaar met die hand uitklop en/of pluus;</p> <p>(34) metaalstawe skoonmaak;</p> <p>(35) die massa van kopkussings, peule, kwilte en stoel-
kussings bepaal;</p> <p>(36) klapperhaar of ander materiaal met die hand pluus;</p> <p>(37) beddegoed uitmekaarhaal;</p> <p>(38) lym van meubels verwyder;</p> <p>(39) metaaldele buig, pons, vasklink, boor en/of inmekaar-
sit;</p> <p>(40) lym meng, massameet en voorberei;</p> <p>(41) lym en lymverharders met die hand, 'n kwas of
masjien aanwend en/of spreid, maar uitdruklik nie
meubelonderdele inmekaar sit of monteer nie be-
halwe in die geval van die werknemers in subklousule
(45) hieronder bedoel;</p> <p>(42) 'n tapplaatdrukmasjien bedien;</p> <p>(43) met 'n patroonplaat, patrone en/of 'n setmaat afmerk
ter voorbereiding vir masjinerie;</p> <p>(44) 'n patroon, patroonplaat en/of setmaak afmerk;</p> <p>(45) meubelonderdele wat geklem, geklamp of gepers
moet word, inmekaarsit of monteer: Met dien
verstande dat die getalsverhoudinge van werk-
nemers wat hierdie werkzaamheid verrig tot werk-
nemers wat die loon ontvang wat by klousule 1 van
hierdie Deel voorgeskryf word en wat klem-, klamp of
perswerk verrig, hoogstens twee tot een mag wees;</p> | <p>(7) pushing or pulling a vehicle or handcart;</p> <p>(8) delivery by manually propelled vehicles;</p> <p>(9) unpacking, baling and unbalancing raw materials;</p> <p>(10) cleaning and blowing down of equipment;</p> <p>(11) attending boiler, incinerator and/or oven;</p> <p>(12) loading and unloading kilns;</p> <p>(13) making tea or other similar beverages;</p> <p>(14) treating timber for preservation;</p> <p>(15) packing articles into cartons and/or cardboard con-
tainers;</p> <p>(16) packing articles into cartons and/or cardboard con-
tainers and thereafter filling and closing such cartons
and containers;</p> <p>(17) washing and/or wiping off glue;</p> <p>(18) stripping second-hand upholstery and bedding;</p> <p>(19) assisting a furniture machinist in handling materials
before and after machining;</p> <p>(20) cutting metal rods, hinges, metal tubes, metal strips,
chain, wire, hoop-iron and similar materials;</p> <p>(21) riveting or making threads on iron bolts and rods;</p> <p>(22) operating presses of any type;</p> <p>(23) baling and dipping of upholstery springs;</p> <p>(24) attending to dust bags and/or cyclones of sanding
machines;</p> <p>(25) glueing sandpaper discs;</p> <p>(26) wrapping in paper or cardboard;</p> <p>(27) inserting rubber units into mattress cases;</p> <p>(28) cutting and glueing together of rubber or substitute
materials;</p> <p>(29) taping of veneers and attending veneers press;</p> <p>(30) removing, washing and/or cleaning of glue and paper
from pressed veneers;</p> <p>(31) straightening and/or cutting hoop-iron used for web-
bing;</p> <p>(32) filling of pillows, cushions and bolsters with sub-
stances or materials other than spring interiors and/or
spring units;</p> <p>(33) beating and/or teasing coir by hand;</p> <p>(34) cleaning metal rods;</p> <p>(35) mass-measuring pillows, bolsters, quilts and cush-
ions;</p> <p>(36) teasing coir or any other materials by hand;</p> <p>(37) stripping bedding;</p> <p>(38) removing glue from furniture;</p> <p>(39) bending, punching, riveting, drilling and/or assem-
bling metal parts;</p> <p>(40) mixing, mass-measuring and preparing glue;</p> <p>(41) applying and/or spreading glue and glue hardeners
by hand, brush or machine, but expressly excluding
the putting together or assembling of furniture parts
except in the case of the employees referred to in
subclause (45) hereunder;</p> <p>(42) operating tennon squashing machine;</p> <p>(43) marking off by template, patterns and/or jig in prepa-
ration for machining;</p> <p>(44) marking pattern, template and/or jig;</p> <p>(45) putting together or assembling furniture parts which
are to be cramped, clamped or pressed: Provided
that the ratio of employees performing this operation
to employees in receipt of the wage prescribed in
clause 1 of this Part who are engaged in cramping,
clamping or pressing shall not exceed two to one;</p> |
|--|--|

- (46) skuurpapier of -skywe en -bande vir oopbandskuurders maak en las;
 (47) materiale deursy;
 (48) finere, laaghout en hardbord met kleefband, kramme en/of hegspykers aan rame of kernmateriaal vassit vir perswerk;
 (49) bandlose laswerk met 'n masjien;
 (50) enige soort vakuumsak en -pers laai en ontlai;
 (51) gom- of ander bande afwas;
 (52) onderdele na perswerk opstapel;
 (53) 'n stoffeerder help deur die oortreksel vas te hou;
 (54) lymblokke aanvry;
 (55) kartelkramme insit in die proses van rame inmekaarsit;
 (56) oortollige fineer met die hand of 'n handwerktuig wegwerk nadat fineer aangesit is;
 (57) skroewe in vooraf geboorde gate insit voordat vasgeskroef word;
 (58) moere en/of moerdoppies aan boutte vassit;
 (59) handvatsels vasbout;
 (60) glas in vooraf gemaakte groewe of sponnings laat sak, maar nie glas by kraallyswerk in posisie vassit en/of glas op 'n ander manier vassit nie;
 (61) rantfineerwerk met die hand;
 (62) skuimrubber en/of dergelike stowwe na fatsoen en/of grootte sny;
 (63) 'n skuimmaalmasjien bedien;
 (64) karton in die stoffeerseksie met die hand en/of 'n valmes sny, maar nie 'n ander masjien gebruik of karton in 'n ander afdeling sny nie;
 (65) los stoelkussingslope met vulmateriaal vul;
 (66) houttappene met die hand inslaan;
 (67) skuimrubber en/of dergelike stowwe aan oortrek-materiaal vaslym slegs vir deurstikwerk;

Sent per
uur

Gedurende die tydperk eindigende 20 September 1994

379

Daarna

394

15. (a) Werknemers in diens as opsigters of wagte:

Rand per
week

Gedurende die tydperk eindigende 20 September 1994

180,92

Daarna

187,75

(b) (i) Werknemers in diens as verpakkers;

(ii) werknemers in diens as kantoorbodes;

(iii) los werknemers:

Sent per
uur

Gedurende die tydperk eindigende 20 September 1994

379

Daarna

394"

DEEL III VAN DIE VORIGE OOREENKOMS

5. KLOUSULE 2: LONE

Vervang subklausule (1) (a) deur die volgende:

- (a) *Werknemers, uitgesonderd los werknemers:* 'n Werknemer wat 'n voertuig, uitgesonderd 'n stoomwa, dryf waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa wat deur sodanige voertuig getrek word—

- (i) hoogstens 2 722 kg is:

Sent per
uur

Gedurende die tydperk eindigende 20 September 1994

413

Daarna

429

- (46) making and jointing sandpaper or discs and belts for open belt sanders;
 (47) straining of materials;
 (48) taping, stapling and/or tacking veneers, plywood and hardboard on to frames or core material for pressing;
 (49) tapeless jointing by machine;
 (50) loading and unloading vacuum bag and press of any kind;
 (51) washing off gum or other tapes;
 (52) stacking parts after pressing;
 (53) assisting upholsterer in holding cover;
 (54) rubbing on glue blocks;
 (55) inserting corrugated fasteners in the process of assembling frames;
 (56) trimming away by hand or hand tool of excess veneer after affixing of veneer;
 (57) inserting screws into pre-bored holes preparatory to screwing;
 (58) affixing nuts and/or nut covers to bolts;
 (59) bolting handles;
 (60) dropping glass into pre-made grooves or rebates, but excluding the affixing of glass in position with beading and/or securing glass in any other manner;
 (61) edge veneering by hand;
 (62) cutting foam rubber and/or similar substances to shape and/or size;
 (63) operating a foam mincing machine;
 (64) cutting cardboard in the upholstery section by hand and/or guillotine, but excluding the use of any other machine or the cutting of cardboard in any other department;
 (65) filling loose cushion cases with filling material;
 (66) knocking in wooden dowels by hand;
 (67) glueing foam rubber and/or similar substances to cover material for quilting only;

Cents per
hour

During the period ending 20 September 1994

379

Thereafter

394

15. (a) Employees employed as caretakers or watchmen:

Rands per
week

During the period ending 20 September 1994

180,92

Thereafter

187,75

(b) (i) Employees employed as packers;

(ii) employees employed as office messengers;

(iii) casual employees:

Cents per
hour

During the period ending 20 September 1994

379

Thereafter

394"

PART III OF THE FORMER AGREEMENT

5. CLAUSE 2: WAGES

Substitute the following for subclause (1) (a):

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

- (i) does not exceed 2 722 kg:

Cent per
hour

During the period ending 20 September 1994

413

Thereafter

429

	Sent per uur
(ii) meer as 2 722 kg maar hoogstens 4 536 kg is:	
Gedurende die tydperk eindigende 20 September 1994	462
Daarna	480
(ii) meer as 4 536 kg is:	
Gedurende die tydperk eindigende 20 September 1994	483
Daarna	502"

Namens die partye op hede die 10de dag van Maart 1994 te Oos-Londen onderteken.

N. G. TERBLANCHE,
Voorsitter van die Raad.

G. M. MANN,
Ondervoorsitter van die Raad.

W. J. CHERRY,
Sekretaris van die Raad.

	Cent per hour
(ii) exceeds 2 722 kg but does not exceed 4 536 kg:	
During the period ending 20 Sep- tember 1994	462
Thereafter	480
(iii) exceeds 4 536 kg:	
During the period ending 20 Sep- tember 1994	483
Thereafter	502"

Signed at East London, on behalf of the parties, this 10th day of March 1994.

N. G. TERBLANCHE,
Chairman of the Council.

G. M. MANN,
Vice-Chairman of the Council.

W. J. CHERRY,
Secretary of the Council.

No. R. 1429 19 Augustus 1994

WET OP ARBEIDSVERHOUDINGE, 1956

WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP): WYSIGING VAN HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigings-ooreenkoms genoem) 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 31 Oktober 1995 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1429 19 August 1994

LABOUR RELATIONS ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): AMENDMENT OF MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending 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 31 October 1995, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1995, 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 Amending Agreement.

T. T. MBOWENI,
Minister of Labour.

BYLAE**NYWERHEIDSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP)****OOREENKOMS**

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

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

wat die partye is by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurbedryf (Kaap),

tot wysiging van die Hoofooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing No. R. 1056 van 4 Junie 1982, soos hernieu en gewysig deur Goewermentskennisgewings Nos. R. 2835 en R. 2836 van 28 Desember 1984, R. 417 van 7 Maart 1986, R. 2458 van 30 Oktober 1987, R. 801 en R. 802 van 21 April 1989, R. 1879 en R. 1880 van 10 Augustus 1990, R. 2043 van 17 Julie 1992, R. 3374 van 18 Desember 1992 en R. 1108 van 17 Julie 1994.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Was-, Skoonmaak- en Kleurbedryf (Kaap) nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en wat betrokke is by die Was-, Skoonmaak- en Kleurbedryf, en deur alle werknemers wat lede is van die vakvereniging en in genoemde Bedryf in diens is;
- (b) in die landdrosdistrikte Die Kaap, Wynberg, Bellville, Goodwood, Kuilsrivier, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Wellington en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 in die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op 'n klein werkgewer soos in subklousule (4) omskryf, of op 'n werkgewer wat 'n besigheid bedryf soos die van muntoutomaat en/of outomatiese laundromats; en/of kleur- en/of bleik-huis; en/of tapyt- en/of mattedskoonmaak, of op die werknemers van sodanige werkgewers.

(4) "Klein werkgewer" beteken 'n werkgewer wat vyf of minder as vyf werknemers in of in verband met sodanige besigheid indiens het, vir solank as wat hy voortgaan om te alle tye vyf of minder as vyf werknemers aldus in diens te hê.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) Voeg die volgende nuwe woordoms krywing van "nagskof" na die woordoms krywing van "motorvoertuig" in:

"'nagskof' 'n werkskof uitgesonderd oortyd, wat tussen 21:00 en 06:00 val;"

(2) Voeg die volgende nuwe woordoms krywing na die woordoms krywing van "parser, ongekwalifiseer" in:

"'proeftydperk' die eerste ses maande van diens;"

SCHEDULE**INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)****AGREEMENT**

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

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

being the parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape),

to amend the Main Agreement published under Government Notice No. R. 1056 of 4 June 1982, as renewed and amended by Government Notices Nos. R. 2835 and R. 2836 of 28 December 1984, R. 417 of 7 March 1986, R. 2458 of 30 October 1987, R. 801 and R. 802 of 21 April 1989, R. 1879 and R. 1880 of 10 August 1990, R. 2043 of 17 July 1992, R. 3374 of 18 December 1992 and R. 1108 of 17 July 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape)—

- (a) by all employers who are members of the employers' organisation and who are engaged in the Laundry, Cleaning and Dyeing Industry, and by all employees who are members of the trade union and who are employed in the said Industry;
- (b) in the Magisterial Districts of The Cape, Wynberg, Bellville, Goodwood, Kuils River, Simon's Town, Paarl, Somerset West, Strand, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of those employees for whom rates are prescribed in this Agreement.

(3) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to a small employer as defined in subclause (4) or to an employer who conducts a business of coinoperated and/or automatic laundromats; and/or dye- and/or bleaching houses; and/or carpet cleaners, or to the employees of such employers.

(4) "Small employer" means an employer who employs five or fewer employees in or in connection with such business, for so long as he continues to thus employ five or fewer employees at all times.

2. CLAUSE 3: DEFINITIONS

(1) Insert the following new definition "night shift" after the definition of a motor vehicle":

"'night shift' means a shift of work other than overtime that falls between the hours of 21:00 and 06:00";

(2) Insert the following new definition "probation" after the definition of "presser, unqualified":

"'probation' means the first six months of employment;"

3. KLOUSULE 4: BESOLDIGING

(i) Vervang paragraaf (a) van subklousule (1) deur die volgende:

“(1) Die minimum weekloon wat ’n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal en wat sodanige lid moet aanneem, is soos hieronder uiteengesit:

(a) Werknemers, uitgesonderd los werknemers.

	<i>Vanaf die datum van inwerkingtrekking van hierdie Ooreenkoms</i>	<i>1 November 1994 tot 31 Oktober 1995</i>
Werknemer graad I:		
Gekwalifiseer	146,62	159,82
Ongekwalifiseer	137,47	149,84
Algemene werker:		
Gedurende eerste ses maande ondervinding	134,68	146,80
Gedurende tweede ses maande ondervinding	167,06	182,10
Masjienbediener:		
Gekwalifiseer	179,89	196,08
Ongekwalifiseer	165,96	180,90
Drywer van ’n motorvoertuig waarvan die onbelaste massa—		
(i) hoogstens 454 kg is	203,69	222,02
(ii) meer as 454 kg maar hoogstens 2 724 kg is	234,38	255,47
(iii) meer as 2 724 kg is	253,46	276,27
Werwer	234,38	255,47
Onderbaas: R5 per week meer as die hoogste loon in hierdie Ooreenkoms vir ’n werknemer onder sy toesig voorgeskryf		
Ambagsman	518,39	565,05
Ambagsman se assistent:		
Gekwalifiseer	179,89	196,08
Ongekwalifiseer	133,99	146,05
Depotassistent:		
Gekwalifiseer	180,57	196,82
Ongekwalifiseer:		
Gedurende die eerste ses maande ondervinding	147,05	160,28
Gedurende die tweede ses maande ondervinding	164,20	178,98
Depotassistent, deelyds	135,96	148,20
Parser: Droogskoonmaak:		
Gekwalifiseer	189,03	206,04
Ongekwalifiseer:		
Gedurende eerste ses maande ondervinding	158,29	172,54
Gedurende tweede ses maande ondervinding	173,72	189,35
Perchlormasjienbediener:		
Gekwalifiseer	191,19	208,40
Ongekwalifiseer:		
Gedurende eerste ses maande ondervinding	161,93	176,50
Gedurende tweede ses maande ondervinding	174,99	190,74
Skoonmaker:		
Gekwalifiseer	386,67	421,47
Ongekwalifiseer:		
Gedurende eerste ses maande ondervinding	189,03	206,04
Gedurende tweede ses maande ondervinding	247,59	269,87

3. CLAUSE 4: REMUNERATION

(i) Substitute the following for paragraph (a) subclause (1):

“(1) The minimum wage per week which an employer shall pay to and which shall be accepted by each member of the undermentioned classes of his employees shall be as set out hereunder:

(a) Employees other than casual employees.

	<i>From the date of coming into operation of this Agreement</i>	<i>1 November 1994 to 31 October 1995</i>
Grade I employee:		
Qualified	146,62	159,82
Unqualified	137,47	149,84
General worker:		
During first six months of experience	134,68	146,80
During second six months of experience	167,06	182,10
Machine operator:		
Qualified	179,89	196,08
Unqualified	165,96	180,90
Driver of a motor vehicle, the unladen mass of which:		
(i) does not exceed 454 kg	203,69	222,02
(ii) exceeds 454 kg but not 2 724 kg	234,38	255,47
(iii) exceeds 2 724 kg	253,46	276,27
Canvasser	234,38	255,47
Chargehand: R5 per week more than the highest wage prescribed in this Agreement for an employee under his supervision		
Artisan	518,39	565,05
Artisan's assistant:		
Qualified	179,89	196,08
Unqualified	133,99	146,05
Depot assistant:		
Qualified	180,57	196,82
Unqualified:		
During first six months of experience	147,05	160,28
During second six months of experience	164,20	178,98
Depot assistant, part-time	135,96	148,20
Presser: Dry Cleaning:		
Qualified	189,03	206,04
Unqualified:		
During first six months of experience	158,29	172,54
During second six months of experience	173,72	189,35
Perchlor machine operator:		
Qualified	191,19	208,40
Unqualified:		
During first six months of experience	161,93	176,50
During second six months of experience	174,99	190,74
Cleaner:		
Qualified	386,67	421,47
Unqualified:		
During first six months of experience	189,03	206,04
During second six months of experience	247,59	269,87

Klerk:		
Gekwalifiseer	269,32	293,56
Ongekwalfiseer:		
Gedurende eerste jaar ondervinding	148,03	161,35
Gedurende tweede jaar ondervinding	210,82	229,79
Kleurder	518,39	565,05
Voorman	445,21	485,28
Faktotum	269,56	293,82
Fynstopper:		
Gekwalifiseer	181,74	198,10
Ongekwalfiseer:		
Gedurende eerste ses maande ondervinding	123,17	134,26
Gedurende tweede ses maande ondervinding	152,44	166,16
Ketelbediener	174,42	190,12
Nasiener in die droogskoonmaakseksie:		
Gekwalifiseer	143,08	155,96
Ongekwalfiseer:		
Gedurende eerste ses maande ondervinding	129,73	141,41
Gedurende tweede ses maande ondervinding	137,83	150,23
Nasiener in die wassery- en kleurseksie:		
Gekwalifiseer	151,72	165,37
Ongekwalfiseer:		
Gedurende eerste ses maande ondervinding	129,38	141,02
Gedurende tweede ses maande ondervinding	141,46	154,19
Fabriekfaktuurklerk:		
Gekwalifiseer	177,39	193,36
Ongekwalfiseer	148,83	162,22
Wag	181,74	198,10
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	167,06	182,10

(2) Voeg die volgende nuwe subklousule (7) in:

"(7) *Nagskofftoelae*: 'n Werknemer wat 'n nagskof werk, wat benewens die besoldiging in subklousule (1) voorgeskryf vir elke nagskof in 'n week gewerk 'n bykomende 10% van sy gewone loon betaal word."

4. KLOUSULE 6: GEWONE WERKURE, OORTYD EN OORTYDBETALING

Vervang die uitdrukking "48" in subklousule (1) (a) (i) deur die uitdrukking "46".

5. KLOUSULE 14: BEÏNDIGING VAN DIENSKONTRAK

Voeg die volgende nuwe subklousule (4) in:

"(4) *Proftydperk*: 'n Werknemer is gedurende sy proef tydperk vir die doeleindes van die beëindiging van dienskontrak nie op die gewone dissiplinêre prosedure geregtig nie."

Geteken deur die partye op hede die 23ste dag van Desember 1993.

P. JONES,

Voorsitter.

N. DANIELS,

Laundry, Cleaning and Dyeing Workers' Union (Cape).

N. PHILLIPS,

Cape Town and District Laundry, Cleaners' and Dyers' Association.

K. L. BARNES,

Sekretaris.

Clerk:		
Qualified	269,32	293,56
Unqualified:		
During first year of experience	148,03	161,35
During second year of experience ..	210,82	229,79
Dyer	518,39	565,05
Foreman	445,21	485,28
Handyman	269,56	293,82
Invisible mender:		
Qualified	181,74	198,10
Unqualified:		
During first six months of experience	123,17	134,26
During second six months of experience	152,44	166,16
Boiler attendant	174,42	190,12
Checker in the dry cleaning section:		
Qualified	143,08	155,96
Unqualified:		
During first six months of experience	129,73	141,41
During second six months of experience	137,83	150,23
Checker in the laundry and dyeing section:		
Qualified	151,72	165,37
Unqualified:		
During first six months of experience	129,38	141,02
During second six months of experience	141,46	154,19
Factory invoice clerk:		
Qualified	177,39	193,36
Unqualified	148,83	162,22
Watchman	181,74	198,10
Employee not specifically mentioned elsewhere in this clause	167,06	182,10

(2) Insert the following new subclause (7):

"(7) *Night-shift allowance*: An employee who works a night shift shall in addition to the remuneration prescribed in subclause (1) in respect of each night shift worked in any week, be paid an additional 10 per cent of his ordinary wages."

4. CLAUSE 6: HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

In subclause (1) (a) (i), substitute the expression "46" for the expression "48".

5. CLAUSE 14: TERMINATION OF CONTRACT OF EMPLOYMENT

Insert the following new subclause (4):

"(4) *Probationary period*: An employee who is on probation shall not be entitled to the normal disciplinary procedures for the purposes of termination of employment."

Signed on behalf of the parties this 23rd day of December 1993.

P. JONES,

Chairman.

N. DANIELS,

Laundry, Cleaning and Dyeing Workers' Union (Cape).

N. PHILLIPS,

Cape Town and District Laundry, Cleaners' and Dyers' Association.

K. L. BARNES,

Secretary.

No. R. 1432**19 Augustus 1994****WET OP ARBEIDSVERHOUDINGE, 1956****MOTORNWYWERHEID: WYSIGING VAN SIEKTE- EN ONGEVALLEBYSTANDSFONDSOOREENKOMS VIR DIE MOTORNWYWERHEID**

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) 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 31 Augustus 1995 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

T. T. MBOWENI,

Minister van Arbeid.

BYLAE**DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNWYWERHEID****SIEKTE- EN ONGEVALLEBYSTANDSFONDS VIR DIE MOTORNWYWERHEID****OOREENKOMS**

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa**Motor Industry Staff Association**

en die

National Union of Metalworkers of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Motornwywerheid,

tot wysiging van die Siekte- en Ongevallebystandsfondsooreenkoms vir die Motornwywerheid gepubliseer by Goewermentskennisgewing No. R. 1600 van 30 Julie 1982, soos gewysig, verleng en hernieu by Goewermentskennisgewings Nos. R. 2797 van 31 Desember 1982, R. 1727 van 15 Augustus 1986, R. 973 van 30 April 1987, R. 1805 van 21 Augustus 1987, R. 1338 van 30 Junie 1989, R. 1476 van 5 Julie 1989, R. 166 van 26 Januarie 1990, R. 3391 en R. 3392 van 24 Desember 1992 en R. 36 van 7 Januarie 1994.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornwywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers in genoemde Nywerheid wat lede van die vakvereniging is.

No. R. 1432**19 August 1994****LABOUR RELATIONS ACT, 1956****MOTOR INDUSTRY: AMENDMENT OF MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND AGREEMENT**

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending 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 31 August 1995, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

T. T. MBOWENI,

Minister of Labour.

SCHEDULE**THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY****MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND****AGREEMENT**

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

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa**Motor Industry Staff Association**

and the

National Union of Metalworkers of South Africa

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

being the parties to the National Industrial Council for the Motor Industry,

to amend the Motor Industry Sick and Accident Pay Fund Agreement published under Government Notice No. R. 1600 of 30 July 1982, as amended, extended and renewed by Government Notices Nos. R. 2797 of 31 December 1982, R. 1727 of 15 August 1986, R. 973 of 30 April 1987, R. 1805 of 21 August 1987, R. 1338 of 30 June 1989, R. 1476 of 5 July 1989, R. 166 of 26 January 1990, R. 3391 and R. 3392 of 24 December 1992 and R. 36 of 7 January 1994.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the said Industry who are members of the trade unions.

2. KLOUSULE 6: BYDRAES

(1) In subklausule (1) (a), vervang die uitdrukking "R1,50" deur die uitdrukking "R2,00".

(2) In subklausule (1) (b), vervang die uitdrukking "R1,00" deur die uitdrukking "R1,10".

Namens die partye op hede die 17de dag van Junie 1994 te Johannesburg onderteken.

T. NIEUWOUDT,

President van die Raad.

C. S. ROBERTS,

Visepresident van die Raad.

B. G. DU PREEZ,

Hoofsekretaris van die Raad.

DEPARTEMENT VAN VERVOER

No. R. 1404

19 Augustus 1994

VERBETERINGSKENNISGEWING

Goewermmentskennisgewing No. R. 2559 in *Staatskoerant* No. 15389 van 31 Desember 1993 word hierby gewysig deur—

1. die uitdrukking "subitem (1)" in lyn 1 van subparagraaf (d) van paragraaf 41 deur die uitdrukking "subitem (l)" te vervang.

**PROVINSIALE ADMINISTRASIE:
ORANJE-VRYSTAAT**

No. R. 1414

19 Augustus 1994

WET OP OPHEFFING VAN BEPERKINGS, 1967
(WET No. 84 VAN 1967)

OPHEFFING VAN BEPERKENDE VOORWAARDES ASOOK HERSONERING TEN OPSIGTE VAN ONDERVERDELING 2 VAN CECILIA 2352, BAINSVLEI, BLOEMFONTEIN

Kragtens artikel 2 van die Wet op Opheffing van Beperkings, 1967 (Wet No. 84 van 1967), wysig ek, Roelof Petrus Meyer, Minister van Provinsiale Sake en Staatkundige Ontwikkeling, hierby—

- (a) die titelvoorwaardes in Transportakte T21232/1993 ten opsigte van Onderverdeling 2 van Cecilia 2352, Bainsvlei, Bloemfontein, deur die opheffing van voorwaardes A (a)–(c) op bladsy 3 van die genoemde transportakte; en
- (b) die Dorpsaanlegskema van Bainsvlei deur die hersonering van Onderverdeling 2, Cecilia 2352, Bainsvlei, Bloemfontein, vanaf "Hoewes" na "Algemene Woon",

onderworpe aan die registrasie van die volgende voorwaardes teen die titelakte van die gemelde eiendom:

- (i) "Fondamente vir woonhuise moet deur 'n Professionele Siviele Ingenieur ontwerp word soos voorgeskryf deur die Nasionale Bouregulasies en sodanige Ingenieur moet ag slaan op die Geologiese Ingenieursverslag wat ter insae is by die kantore van die Munisipale Raad."; en
- (ii) "Nie meer as 130 meenthuiseenhede mag op die grond opgerig word nie."

2. CLAUSE 6: CONTRIBUTIONS

(1) In subclause (1) (a), substitute the expression "R2,00" for the expression "R1,50".

(2) In subclause (1) (b), substitute the expression "R1,10" for the expression "R1,00".

Signed at Johannesburg, on behalf of the parties, this 17th day of June 1994.

T. NIEUWOUDT,

President of the Council.

C. S. ROBERTS,

Vice-President of the Council.

B. G. DU PREEZ,

General Secretary of the Council.

DEPARTMENT OF TRANSPORT

No. R. 1404

19 August 1994

CORRECTION NOTICE

Government Notice No. R. 2559 in *Government Gazette* No. 15389 of 31 December 1993 is hereby amended by—

1. the substitution of the phrase "subitem (1)" in line 1 of subparagraph (d) of paragraph 41 of the phrase "subitem (l)".

**PROVINCIAL ADMINISTRATION:
ORANGE FREE STATE**

No. R. 1414

19 August 1994

REMOVAL OF RESTRICTIONS ACT, 1967
(ACT No. 84 OF 1967)

REMOVAL OF RESTRICTIONS AS WELL AS REZONING PERTAINING TO SUBDIVISION 2 OF CECILIA 2352, BAINSVLEI, BLOEMFONTEIN

By virtue of section 2 of the Removal of Restrictions Act, 1967 (Act No. 84 of 1967), I, Roelof Petrus Meyer, Minister of Provincial Affairs and Constitutional Development, hereby alter—

- (a) the conditions of title in Deed of Transfer T21232/1993 pertaining to Subdivision 2 of Cecilia 2352, Bainsvlei, Bloemfontein, by the removal of conditions A (a)–(c) on page 3 of the said deed of transfer; and
- (b) the Town-Planning Scheme of Bainsvlei by the rezoning of Subdivision 2 of Cecilia 2352, Bainsvlei, Bloemfontein, from "Plots" to "General Residential",

subject to the registration of the following conditions against the title deed of the said property:

- (i) "Fondamente vir woonhuise moet deur 'n Professionele Siviele Ingenieur ontwerp word soos voorgeskryf deur die Nasionale Bouregulasies en sodanige Ingenieur moet ag slaan op die Geologiese Ingenieursverslag wat ter insae is by die kantore van die Munisipale Raad."; and
- (ii) "Nie meer as 130 meenthuiseenhede mag op die grond opgerig word nie."

No. R. 1415**19 Augustus 1994****WET OP OPHEFFING VAN BEPERKINGS, 1967
(WET No. 84 VAN 1967)****HERSONERING VAN ERF 15870, WILGEHOF,
BLOEMFONTEIN**

Kragtens artikel 2 van die Wet op Opheffing van Beperkings, 1967 (Wet No. 84 van 1967), wysig ek, Roelof Petrus Meyer, Minister van Provinsiale Sake en Staatkundige Ontwikkeling, hierby die Dorpsaanlegskema van Bloemfontein deur die hersonering van Erf 15870, Wilgehof, Bloemfontein, vanaf "Bestaande Openbare Oopruimte" na "Algemene Woonbuurt, Onderstreek E".

No. R. 1415**19 August 1994****REMOVAL OF RESTRICTIONS ACT, 1967
(ACT No. 84 OF 1967)****REZONING OF ERF 15870, WILGEHOF,
BLOEMFONTEIN**

By virtue of section 2 of the Removal of Restrictions Act, 1967 (Act No. 84 of 1967), I, Roelof Petrus Meyer, Minister of Provincial Affairs and Constitutional Development, hereby alter the Town-planning Scheme of Bloemfontein by the rezoning of Erf 15870, Wilgehof, Bloemfontein, from "Existing Public Open Space" to "General Residential, Subzone E".

BELANGRIKE AANKONDIGING*Sluitingstye VOOR VAKANSIEDAE vir***WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1994***Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ **24 Maart**, Donderdag, vir die uitgawe van Donderdag **31 Maart**
- ▶ **29 Maart**, Dinsdag, vir die uitgawe van Vrydag **8 April**
- ▶ **21 April**, Donderdag, vir die uitgawe van Vrydag **29 April**
- ▶ **5 Mei**, Donderdag, vir die uitgawe van Vrydag **13 Mei**
- ▶ **26 Mei**, Donderdag, vir die uitgawe van Vrydag **3 Junie**
- ▶ **6 Oktober**, Donderdag, vir die uitgawe van Vrydag **14 Oktober**
- ▶ **8 Desember**, Donderdag, vir die uitgawe van Donderdag **15 Desember**
- ▶ **22 Desember**, Donderdag, vir die uitgawe van Vrydag **30 Desember**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE Staatskoerant verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

IMPORTANT ANNOUNCEMENT*Closing times PRIOR TO PUBLIC HOLIDAYS for***LEGAL NOTICES
GOVERNMENT NOTICES 1994***The closing time is 15:00 sharp on the following days:*

- ▶ **24 March**, Thursday, for the issue of Thursday **31 March**
- ▶ **29 March**, Tuesday, for the issue of Friday **8 April**
- ▶ **21 April**, Thursday, for the issue of Friday **29 April**
- ▶ **5 May**, Thursday, for the issue of Friday **13 May**
- ▶ **26 May**, Thursday, for the issue of Friday **3 June**
- ▶ **6 October**, Thursday, for the issue of Friday **14 October**
- ▶ **8 December**, Thursday, for the issue of Thursday **15 December**
- ▶ **22 December**, Thursday, for the issue of Friday **30 December**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a SEPARATE Government Gazette must be handed in not later than three calendar weeks before date of publication

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

Help om ons land, Suid-Afrika,
skoon te hou!



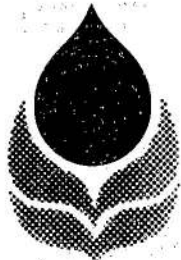
Please keep our country, South
Africa, clean!

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Use it

Don't abuse  it

water is for everybody

HERGEBRUIK RECYCLE



Departement van Omgewingsake
Department of Environment Affairs



INHOUD

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