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GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 684

18 May 1998

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICES

FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of item 12 (7) of Schedule 7 of the Labour Relations Act, 1995, cancel the exclusions in terms of section 51 (12) of the Labour Relations Act, 1956, published under Government Notices Nos. R. 788 of 25 April 1986 and R. 871 of 24 May 1996, with effect from **25 May 1998**.

T. T. MBOWENI

Minister of Labour

No. R. 684

18 Mei 1998

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENSKENNISGEWINGS

MEUBELNYWERHEID, KWAZULU-NATAL

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby kragtens item 12 (7) van Bylae 7 van die Wet op Arbeidsverhoudinge, 1995, die uitsluitings ingevolge artikel 51 (12) van die Wet op Arbeidsverhoudinge, 1956, gepubliseer by Goewermentskennisgewings Nos. R. 788 van 25 April 1986 en R. 871 van 24 Mei 1996, in met ingang van **25 Mei 1998**.

T. T. MBOWENI

Minister van Arbeid

No. R. 685**18 May 1998****LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL:
EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Tito Titus Mbowni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Furniture Manufacturing Industry, KwaZulu-Natal and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 25 May 1998 and for the period ending **30 June 2005**.

T. T. MBOWENI**Minister of Labour****SCHEDULE****BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL****COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

KwaZulu-Natal 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 Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

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1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
 - (a) by all employers who are members of the employer's organisation and by all employees who are members of the trade union, who are engaged or employed therein, respectively;
 - (b) in Area A, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;
 - (c) in Area B, which consists of the Magisterial Districts of Umvoti (Greytown), Lions River, Port Shepstone, Richmond, Lower Tugela and Umnzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;
 - (d) in Area C, which consists of the remainder of the Province of KwaZulu-Natal.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—
 - (a) only apply in respect of employees for whom minimum wages are prescribed in this Agreement;
 - (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;
 - (c) not apply to professional, technical, administrative, sales and office staff: Provided that such employees are in receipt of regular remuneration in excess of the maximum rate prescribed in Schedule A of this Agreement, excluding paragraph (XXI), plus R35,00;
 - (d) not apply to managers, submanagers, foremen and supervisory staff if such employees are in receipt of regular remuneration of not less than R40 920 per annum or where the employer of such staff does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R48 140 per annum: These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate set out in Schedule A of this Agreement.
- (3) Notwithstanding the provisions of subclauses (1) and (2), the provisions of this Agreement, excluding those contained in clauses 13 (1) and (2), 16, 17 (1), (2), (3), (4), (5) and (9), 20 and 23, shall not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs fewer than five employees at all times in or in connection with such business and who complies with the relevant provisions of the Basic Conditions of Employment Act, 1983: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that where such an employer elects voluntarily to contribute to any of the funds administered by the Council, he shall be deemed to have five employees in his employ.

(4) The provisions of subclause (3) shall not apply where an employer has more than four employees in his employ at the date of coming into operation of this Agreement, and subsequently reduces his number of employees to fewer than five.

(5) Notwithstanding the provisions contained in subclause (3), no employer who has taken advantage of and enjoyed the exclusion contained therein shall continue to do so for a period exceeding three years and upon expiry of the three-year period all the provisions of the Agreement shall apply to such employer and his employees.

(6) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 7 (5) (c) (ii) (ab), 25, 41 and 45.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation in respect of the parties on 1 May 1998 and in respect of non-parties on such date as the Minister of Labour extends the Agreement to non-parties and shall remain in force for the period ending 30 June 2005.

3. DEFINITIONS

Any expressions used in this Agreement that are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

"administrative staff" means administrative and office employees not directly involved in the manufacturing or processing operations;

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

"caretaker" or "watchman" means an employee who is engaged in guarding premises or other property and/or goods;

"casual labourer" means an employee engaged for periods of less than 30 hours in any one week, for the purpose of loading and unloading vehicles, stacking timber and cleaning premises only;

"chargehand" means a weekly paid employee who is in charge of the employees in a section or department of an establishment in which he is productively employed, who exercises control over such employees and who is responsible to management, under the general supervision of management, for the efficient performance by such employees of their duties;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, registered or deemed to have been registered in terms of section 29 of the Act;

"designated trade" means a trade designated in terms of the Manpower Training Act, 1981, for the Furniture Manufacturing Industry in KwaZulu-Natal;

"despatch clerk" means an employee who is responsible for receiving goods from a store or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the mass-measuring or addressing thereof;

"dowel knocker" means a person who knocks in wooden or metal dowels;

"establishment" means any premises where the Furniture Manufacturing Industry is carried on and includes any premises where a person is employed in any of the classes of work specified in this Agreement;

"foreman" and/or "manager" and/or "submanager" and/or "supervisory person" means an employee who is employed in a supervisory capacity and who, 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, excluding clause XXI of Schedule A, 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 excludes 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 a foreman and/or supervisor, the employee referred to above shall be deemed to be the foreman or supervisor;

"Furniture Manufacturing Industry" or **"Industry"** means, subject to the Demarcation Determination made by the Industrial Tribunal on 1 September 1978, or any succeeding determination, without any way limiting the ordinary meaning of the expression, the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and shall include the following operations:

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

"hand sander" means a person who sandpapers by hand with a block;

"hourly rate" means, in the case of an employee other than a casual employee, his actual weekly wage, divided by 44 or such lesser number of hours ordinarily worked by the establishment;

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

"labourer" means an employee who performs any of the classes of work specified in clause XIII of Schedule A hereof;

"laminating" means joining together materials with an adhesive bond between flat faces, but excludes the joining together of tops, bottoms, shelves, doors and side panels;

"learner" means an employee other than an apprentice, who has been employed in the Industry for a period of at least two years and who is engaged in learning any class of work as specified in the leadership certificate issued to him by the Council in terms of clause 28 (3) or any exemption certificates;

"learner journeyman" means a person of the age of 21 years or older who has been employed in the Industry for a period of at least two years and who is employed as a learner on work in any one of the designated trades as specified in the learnership certificate issued to him by the Council in terms of clause 28 (3);

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

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

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

"military service" means service that an employee is required to do in terms of the Defence Act, 1957;

"new entrant" means a labourer who has not previously or at any time been employed in the Furniture Manufacturing Industry: Provided that no employer who is a member of the KwaZulu-Natal Furniture Manufacturers' Association shall employ a new entrant unless such employer had at first telephonically approached the trade union for labour and the trade union had not been able to provide such labour within five days of such telephonic request;

"office employee" means an employee employed on clerical work and who does not perform any of the classes of work referred to in clauses I to XV, XVII and XVIII of Schedule A hereof;

"ornament and novelty maker" means an employee who is engaged in manufacturing and/or carving and/or turning and/or assembling and/or furnishing and/or polishing, by hand or machine, any article from wood;

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

"partner" means a person reflected as such in a partnership agreement of a partnership that 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

(b) whose names appears as a partner in a partnership agreement lodged with the Council;

"piece work" means any system according to which an employee's wage is based solely on quantity or output of work done;

"probationer" means an employee under 21 years of age employed in a trade designated under the Manpower Training Act, 1981, but does not include an apprentice or a labourer;

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

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

"storeman" means an employee who is in charge of stores, materials or finished products and who is responsible for receiving, checking, unpacking and storing goods and the maintenance of records concerning same;

"stainer" means a person who uses a cloth to apply stain to timber;

"timekeeper" means an employee who is responsible for keeping records of the time worked by employees;

"wage" means that part of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clauses 7 and 38D, and prescribed for him in clause 26 or clause 38B, as the case may be, or where an employer regularly pays an employee in respect of his 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 director in a partnership or company that is a member of the KwaZulu-Natal Furniture Manufacturers' Association, who himself performs any of the classes of work referred to in Schedule A hereof and who—

- (a) is registered as any employer in terms of clause 17, or is liable to such registration;
- (b) is a partner in a partnership that is registered as an employer in terms of clause 17, or is liable to such registration; or
- (c) is a director of a company that is registered as an employer in terms of clause 17, or is liable to such registration; or
- (d) is a member of a close corporation that is registered as an employer in terms of clause 17 or is liable to such registration.

4. PIECE WORK

No employer shall require or allow any person to work piece work, except as provided in clause 5 of this Agreement.

5. INCENTIVE BONUS

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

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

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

A copy of any agreement entered into in terms of this clause shall be forwarded to the Council. On termination of any such agreement, the Council shall be notified in writing.

(4) 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.

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Furniture Manufacturing Industry elsewhere other 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 on premises owned or occupied by the person for whom the work is undertaken.

(2) No employee employed in the Furniture Manufacturing Industry shall solicit, undertake or perform any work specified in this Agreement on his own account, whether for remuneration or not.

(3) No employer or employee shall undertake or give out any work in connection with the Furniture Manufacturing Industry, except such outwork as is provided for in subclause (1) hereof, on any premises other than those registered under the Occupational Health and Safety Act, 1993, or in workrooms registered with the Council and used solely for work in the Furniture Manufacturing Industry.

7. HOURS OF WORK

(1) (a) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed in the delivery of goods or messages, to work for more than 44 hours, excluding meal intervals, in any one week.

(b) The daily hours of work shall not exceed—

- (i) in establishments working a five-day week, eight hours 48 minutes per day, Monday to Friday; or
- (ii) in establishments working a six-day week, eight hours per day, Monday to Friday, and four hours on Saturday.

(c) No employer shall require or permit an employee 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 a period of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) An employee shall be deemed to be working in addition to any period that he is actually working—

- (a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (b) during any other period during which he is on the premises of his employer:

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

(3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form specified by the Council from time to time specifying the starting and finishing time of work for each day of the week, the meal interval and the forenoon and afternoon intervals referred to in clause 28 hereof.

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

- (i) the employer makes no deductions from the caretaker's or watchman's wage in respect thereof;
- (ii) the employer may, in lieu of granting his caretaker or watchman any such day off, pay such caretaker or watchman the wage he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

(5) The following provisions shall apply to shift work:

- (a) No normal shift shall exceed nine and a quarter hours per day or 44 hours per week;
- (b) not less than six hours shall elapse between successive shifts of an employee;
- (c) (i) when an employee works a second or night shift, irrespective of the commencing time thereof, his employer shall pay him his ordinary rate of remuneration, plus 15 per cent of each hour or part of an hour so worked by him during any such shift, including meal and transport allowances;
- (ii) where an employee's ordinary shift or part of a shift is worked on a paid public holiday, the employee concerned shall be remunerated for such shift as follows:
 - (aa) If the major part of such shift is worked on such day, the entire shift shall be deemed to have been worked on such day, and the employee shall be paid for it in terms of clause 11;
 - (ab) if the lesser part of such shift is worked on such day, the entire shift shall be deemed to have been worked on a weekday, and the employee shall, subject to paragraph (c) (i), be remunerated in terms of such shift at his ordinary rate of remuneration;
- (d) time worked by employees after the completion of their normal shift shall, subject to the provisos to clause 11 (1) (b), be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause;
- (e) no second or night shift shall be introduced in an establishment—
 - (i) without prior notification to the Council; and
 - (ii) before the employees to be engaged on such shift work are registered with the Council;
- (f) a separate statement in the form specified by the Council from time to time, shall be made or such other option as may be acceptable to the Council, in respect of each shift worked.

8. LIMITATION OF OVERTIME

(1) No overtime shall be worked unless the employer has informed the Council of his intention prior to its being worked and has obtained a reference number, which shall be displayed on a suitable notice board.

(2) An employer may require or permit an employee to work overtime for a period not exceeding 10 hours in any one week on notification to the Council as provided for under clause 8 (1).

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

- (a) the first two days of the Jewish New Year;

- (b) the Jewish Day of Atonement;
- (c) the Friday after the Day of Reconciliation whenever it falls on a Thursday;
- (d) the Asiatic religious holidays of Eid, Bakri Eid and Diwali;
- (e) Heritage Day:

Provided that any time worked in excess of eight hours 48 minutes shall be regarded as overtime and shall be paid for at double the employee's hourly rate.

9. SHORT TIME

(1) When it is found necessary to place employees in an establishment on short time owing to slackness of trade, shortage of raw materials or general breakdown of plant or machinery, caused by accident or any unforeseen emergency, 24 hours, notice shall be given to the employees so affected.

(2) When, as a result of a major power failure outside of an establishment causing cessation of work, it is found necessary to place employees in an establishment on short time, the employees so affected may on one hour's notice be placed on short time for the duration of the power failure: Provided that the employees so affected shall be paid in respect of such day an amount of not less than four hours' wages.

(3) Except as in subclause (2) above, 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 that particular day.

(4) The provisions of this clause shall not apply to apprentices and learners.

10. PAYMENT OF REMUNERATION

(1) All remuneration due shall be paid in cash weekly in the establishment, within the half hour before closing time of an establishment on Friday of each week, or on termination of employment if this takes place before Friday. Where Friday is a non-working day, payment shall be made on the last working day preceding such Friday.

(2) All remuneration shall be handed to employees in sealed envelopes endorsed with the name and address of the employer and the name and designation of the employee and containing a statement reflecting all the information stipulated below, or alternatively, the wage envelope shall be endorsed with the particulars as set out hereunder:

WAGE ENVELOPE

Employer's name	Benefit Fund No.
Employee's name.....	Clock Card No.
Employee's I.D. No.....	
Occupation.....	Week ending.....

Rate

	Hours	R	c	R	c
Ordinary time
Overtime
Attendance bonus.....

Subtotal
Add:

Holiday Fund

Taxable gross amount

Less deductions:

Holiday Fund

Provident fund (if applicable).....

Sick Benefit Society (if applicable).....

Mortality Fund.....

PAYE.....

UIF.....

Bargaining Council levy

Trade Union subscriptions (if applicable)

Total deductions.....

Amount payable.....

(3) No premium for the training of an employee shall be charged or accepted by the employer: Provided that this subclause shall not apply in respect of a training scheme to which the 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 amount due to an employee:

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence, calculated on the basis of the wage that such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (b) With the written consent of the employee, deductions for sick, insurance, pension or other similar funds.
- (c) Contributions in terms of clause 16.
- (d) Any amount paid by an employer when compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Deductions in respect of contributions to the trade union, and when so deducted by the employer shall be paid to the Secretary of the Council month by month and not later than the 10th day of each month following that in respect of which they are due, and shall be accompanied by a form provided therefor as specified by the Council from time to time. The moneys so collected by the Council shall be forwarded to the Secretary of the National Union of Furniture and Allied Workers of South Africa.
- (f) Subject to the provisions of clause 9, whenever the ordinary hours of work of an employee are reduced on account of short time, a deduction proportionate to such reduction.

11. PAYMENT FOR OVERTIME AND WORK ON PAID PUBLIC HOLIDAYS

(1) (a) All time worked in excess of the weekly or daily hours prescribed in clause 7 (1), or outside the ordinary working hours as specified in the notice that is required to be displayed in terms of clause 7 (3), shall be deemed to be overtime.

(b) Notwithstanding the provisions of paragraph (a), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted shall be paid for at not less than the employee's ordinary rates of wages: Provided that—

- (i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours may be paid for at not less than the employee's ordinary hourly rate of wages; and
- (ii) where an employee is absent from work on the request or instructions of the employer or absent on account of illness or on the Asiatic religious holidays Eid, Bakri Eid, and Diwali, the provisions of this paragraph shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employee shall present a medical certificate as proof of cause of absence owing to illness.

(c) An employee who is required to work overtime shall, subject to subclause (1) (b), be paid:

- (i) For any time worked after the ordinary finishing time and up to 22:00 on any day from Monday to Friday or up to 18:00 on Saturdays, up to 16 hours during any pay week, at the rate of one and a half times the hourly rate of wages of the employee concerned, and at a rate of double the hourly rate of wages of the employee concerned in respect of any time in excess of 16 hours overtime in any one pay week.
- (ii) For any time worked between 22:00 and the ordinary starting time from Monday to Friday, or after 18:00 on Saturdays, or any time worked on Sundays, at double the hourly rate of wages of the employee concerned: Provided that for work performed on Sundays, the employee shall be paid at least twice a full day's wages. Payment under this subclause shall be made as provided for in clause 10 (2).

(2) Any employee who feels aggrieved by the manner of application to him of any of the provisions of subclause (1) (b) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons that may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(3) An employee who is required to work on any of the holidays enumerated in clause 13 (1) of this Agreement shall be paid, in addition to the wages due in respect of each of these days in terms of clause 13 (1), at the normal wage rate prescribed in this Agreement, irrespective whether such holiday falls on a Saturday.

12. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED

(1) An employee who at the date of coming into operation of this Agreement is receiving a higher wage than the wage prescribed for the class of work performed by him shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive wage not lower than the wage he is receiving at such a date: Provided that the Council may authorise a reduction of such higher wage to the prescribed rate.

(2) An employer shall grant to any employee whose rate of remuneration as at the date of coming into operation of this Agreement is in excess of that prescribed, an increment equal to the difference between the wage prescribed for his class in the Agreement, and such increment, plus the wage the employee was receiving at the date of coming into operation of this Agreement, shall be the prescribed rate for this employee.

(3) An employee who immediately before his employment as a learner journeyman was in receipt of a wage higher than that prescribed in clause X of Schedule A shall continue to receive not less than such higher wage for as long as he remains in the service of the same employer, until such wage is equal to or less than the prescribed minimum wage, after which at least such prescribed minimum wage shall be paid.

13. HOLIDAYS AND HOLIDAY FUND

(1) (a) New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill shall be paid holidays. Every employee shall receive payment for each of these holidays, notwithstanding that they may fall on a Saturday. Whenever a holiday falls on a Sunday, the following Monday shall be a holiday. Payment shall be at the rate the employee would have received had it been an ordinary working day: Provided that the rate for a Saturday shall be 8,8 times his hourly rate.

(b) In the event of the services of an employee being terminated by the employer seven days or less prior to Good Friday, Family Day, or Day of Reconciliation, the employee shall be entitled to payment for any of the days referred to above, and in the case of an employee whose services have been terminated by the employer seven days prior to the annual closing date as determined in subclause (2), the employee shall nevertheless be entitled to payment for Christmas Day and New Year's Day.

(2) (a) All the establishments shall close on the third working day before 25 December and re-open on the 17th working day following such closure.

(b) Where employees agree to do so, however, they may work the two working days preceding 25 December and, similarly, may return to work up to three working days before the 17th working day following the closure under (a) hereof: Provided that the leave period of any employee shall not be less than 14 working days.

(c) Establishments wishing to close up to one week before the closing date referred to in subclause (2) (a) above may do so: Provided that such employers notify the Council and their employees in writing of their intended closing date at least 30 days before such closure.

(d) The Council shall inform all employers in writing of the last working day in each year and the first working day in the year following.

(3) The Holiday Fund (the Fund) established in terms of clause 13 (3) of the Agreement for the Furniture Manufacturing Industry, Natal, published under Government Notice No. 1512 of 30 September 1960, is hereby continued.

(4) Every employer shall pay to the Council in respect of every employee and every working employer, but excluding casual employees, at the time and in the manner determined in subclause (6) (a), in respect of each week Holiday Fund moneys based on the remuneration calculated in the manner specified in subclause (5), subject to the following:

(a) The Holiday Fund moneys shall be equal to 12,5 per cent of the employee's remuneration as defined in subclause (5): Provided that—

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

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

(iii) the employee shall have worked or be deemed to have worked 44 hours or more in any one week, or the normal ordinary hours of the establishment per week where such ordinary hours of work are less than 44 hours: Provided further that if an employee worked or is deemed to have worked up to half an hour less than the aforesaid hours per week, he shall be deemed to have worked such hours; and

(iv) the remuneration of a working employer for the purposes of this clause shall be deemed to be the wage prescribed for the highest-paid employee in this Agreement.

(b) The Holiday Fund moneys shall be equal to 10 per cent of the employee's remuneration as defined in subclause (5) if the employee worked or is deemed to have worked a lesser number of ordinary hours than the hours specified in paragraph (a) (iii); or should the employee have worked or is deemed to have worked less than 40 hours per week, the Holiday Fund moneys shall be equal to 7,5 per cent of the employee's remuneration as defined in subclause (5).

(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 Fund moneys payable in terms of paragraph (a) or (b), be added to the hours worked by the employee during the normal starting and/or finishing time of the establishments.

(5) (a) For the purposes of this clause, "remuneration" shall mean the total amount earned by an employee through his employment, obtained by multiplying the hours worked or deemed to have been worked by the applicable hourly rate or the wage rate per hour, depending 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.

(b) The expression "hours worked" contained in the definition of remuneration in subclause (a) 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.

(c) The expression "deemed to have been worked" contained in the definition of "remuneration" in paragraph (a) shall mean such period an employee was unable to work owing to short time, or while doing military service for a maximum period of four months, or on the paid public holidays referred to in clause 13 (1), or with the consent or subsequent approval of the employer, did not work: Provided that the contribution of 12,5 per cent need not be paid for any period of absence from work owing to illness in excess of 30 days in any one year, which shall not be a period during which an employee is "deemed to have worked".

(d) The expression "the wage rate per hour applicable, depending on when such hours were worked" in the definition of "remuneration" in paragraph (a) shall mean the wage rate payable per hour in terms of clauses 7 and 11.

(6) (a) (i) All amounts payable in terms of subclause (4) shall be paid by the employer month by month and not later than the 10th day of each month following that in respect of which they are due to the Secretary of the Council for deposit into the Furniture Manufacturing Industry, Natal, Holiday Fund. When making such payment, the employer shall furnish a statement in the form specified by the Council from time to time.

(ii) An employer who is in arrears with payments in terms of subparagraph (i) and who, after having been warned in writing by the Council, fails to forward the outstanding amounts within seven days of the date of such warning shall, on being notified by the Council in writing to do so, submit the amounts as payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay day of each calendar month shall be accompanied by the statement referred to in subparagraph (i). An employer to whom the provisions of this subparagraph have been applied may only upon being notified by the Council in writing, revert to the payment of the amounts payable in terms of this clause on the monthly basis provided for in subparagraph (i).

(iii) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at two per cent per month or at the prevailing prime overdraft rate of *First National Bank*, whichever rate is the higher, per month or part thereof 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.

(b) Amounts payable in terms of subclause (4) shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement, and shall not be deducted from the remuneration of such employee.

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

(d) The Holiday Fund shall be utilised for the purpose of distributing to employees, not earlier than the first Monday in December and not later than the last working day before Day of Reconciliation, the amount contributed by the employer in respect of such employees during the year ending on the last pay day occurring in September.

(e) If an apprentice receives holiday pay in terms of this clause that is less than the remuneration he would have earned if the establishment had not been closed and he had worked the ordinary hours of work during the said leave period, his employer shall pay him, in addition to such holiday pay, an amount equal to the difference between his said holiday pay and the amount he would have earned on the conditions aforesaid.

(f) Holiday pay that remains unclaimed for a period of two years from the date on which it became payable shall accrue to the funds of the Council: Provided that the Council shall be liable for payment from Council funds of any holiday pay claimed during a further period of three years after such accrual to the Council's funds: Provided further that the Council may from time to time after three years of accrual to the Council's funds allocate such amounts as it may deem necessary to the Contingency Reserve Account. The object of the Account shall be to assist employees with their employers' contributions to the various Funds administered by the Council in cases where the employer's guarantee referred to in clause 17 (6) is insufficient to meet his obligation in respect of clause 17 (6) (b) (i) and (iv).

(7) (a) The 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 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. Moneys contributed to the Fund may be invested on fixed deposits or on call with a registered commercial bank or registered building society. Interest accruing from such investment shall be credited to the general funds of the Council.

(c) The Council shall appoint a public accountant for the purpose of auditing the accounts of the Fund. As soon as possible after 30 June in each year, the Council shall prepare an account of the revenue and expenditure of the Fund for the preceding 12 months and a statement showing the Fund's assets and liabilities, which shall be audited by the public accountant and countersigned by the Chairman and Secretary of the Council. The certified accounts and statements and any reports by the public accountant shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be transmitted to the Registrar of Labour Relations.

(d) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for a purpose similar to that for which the original Fund was established, or is continued in a subsequent agreement negotiated within a period of 12 months from the date of expiry of this Agreement.

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

(f) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 32 of the Act, the Fund shall continue to be administered by a committee established by the Council, consisting of the Chairman and Vice-Chairman, plus two employer representatives and two trade union representatives. Any vacancy occurring on the Committee may be filled by the Council from employers or employees in the Industry, as the case may be, which shall ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable, the Council may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. The Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be, or in terms of section 61 (8) of the Act, whichever event occurs first.

(g) Any vacancy occurring on the board of trustees as constituted in paragraph (f) of this clause shall be filled in the manner provided for in that subclause.

(h) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(i) Upon liquidation of the Fund in terms of subclause (7) (d) or (2) of this clause, the Committee, liquidator or the trustees, as the case may be, shall—

- (i) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;
- (ii) pay all creditors, administration and liquidation expenses from the Fund;
- (iii) after deductions of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the employees' accounts in the manner determined in clause 6 of this Agreement;
- (iv) after the final allocation in terms of paragraph (iii) hereof, pay the amounts standing to the credit of the employees' accounts to such members as though they had left the Industry upon retirement.

(j) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which employees have become entitled in terms of subclause (i) (iv) not be claimed within six months from the date upon which such benefits become due and payable, the benefits shall be forfeited to the general funds of the Council: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, be entitled in its absolute discretion to make payments to the beneficiaries of deceased employees out of the moneys that have been forfeited to the general funds of the Council.

14. PROVISION OF TOOLS

- (1) Cabinetmakers' benches, clamps, handscrews, gluepots and all brushes shall be provided by the employer.
- (2) The employer shall at this expense insure the tools of the cabinetmakers in his employ against loss or destruction by fire or by burglary on the premises. Every cabinetmaker shall submit, when required, an inventory of the tools in his possession and such information as may be required from time to time by the insurers.

15. EXEMPTIONS

(1) General

- (a) The Council *may* grant exemption from any of the provisions of this Agreement for any good and sufficient reason, and if exemption has been applied for by a non-party to the Council and the independent body established in terms of subclause (2) hereunder, hereafter referred to as the Exemptions Board, requests the Council to do so, it *must* grant such exemption.
- (b) All applications for exemption shall be in writing, in the form specified by the Council from time to time and shall be addressed to the Secretary of the Council.

- (c) All applications for exemption shall be substantiated and fully motivated and shall include the following particulars:
 - (i) The period for which exemption is required;
 - (ii) the relevant Agreement and clauses or subclauses of the Agreement from which exemption is required;
 - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultations, either in support of or against the application, are to be included with the application.
- (d) The Council or the Exemptions Board, as the case maybe, 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, in the case of an exemption to a party employer or employee, and, the Exemptions Board may, in the case of an exemption to a non-party employer or employee, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.
- (e) 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—
 - (i) the full name of the person concerned;
 - (ii) the provisions of the Agreement from which exemption is granted;
 - (iii) the conditions fixed in accordance with subclause (d);
 - (iv) the period for which the exemption shall operate; and
 - (v) the reason for the exemption being granted.
- (f) The Secretary of the Council shall—
 - (i) number consecutively all licences issued;
 - (ii) retain a copy of each licence issued; and
 - (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(2) Exemptions Board

- (a) *Establishment:* In terms of section 32 of the Act the Council hereby establishes an independent body, to be known as the Exemptions Board, to consider applications for exemption by non-parties from any of the provisions of the Agreement for any good and sufficient reason.
- (b) *Composition of the Board:* The Exemptions Board (the Board) shall consist of a chairperson and four members, each of whom may have an alternate.
- (c) *Appointment of chairperson:* The Board shall appoint as chairperson of the Board a person who is not a party or member of a party to the Council and who, in the opinion of the Council, will be generally acceptable to employees and employers in the Furniture Manufacturing Industry.
- (d) *Termination of appointment of chairperson:* The office of chairperson shall become vacant if—
 - (i) he resigns from office;
 - (ii) he fails to attend two consecutive meetings of the Board without good cause;
 - (iii) he becomes a party to or member of a party to the Council;
 - (iv) the vacancy arises for any cause recognised by law.
- (e) *Appointment of members of the Board:* The Council shall request the institutions listed in the schedule promulgated in terms of section 207 from time to time nominate members and alternates to the Board.
- (f) *Termination of membership of the Board:* A member's position shall become vacant if—
 - (i) he resigns from office;
 - (ii) he fails to attend two consecutive meetings of the Board without good cause;
 - (iii) he becomes a party or member of a party to the Council;
 - (iv) the vacancy arises for any cause recognised by law.
- (g) *Duties of chairperson:* The chairperson shall preside at all meetings of the Board, and in conjunction with the Secretary of the Board, after consultation with the members, shall set the time, date and venue for meetings of the Board. He shall endeavour to ensure that members apply their minds properly to the granting of exemptions and that they comply with the requirements of clause 15 of this Agreement.

(h) *Duties of the Board:* The Board shall consider each application for exemption from the provisions of the Agreement with due regard to the criteria set out in subclause (2) (i) below, and shall decide whether the exemption applied for should be granted, and if so under what conditions and for what period. In the event of less than two thirds of the members present who have the right to vote at the meeting at which the decision is to be taken, voting in favour of the application, such application for exemption shall be refused. The Board shall furnish clear reasons, in terms of the criteria set out in subclause (2) (i), as to why it has made its decision. A decision shall be made within 30 days of the application having been referred, unless the applicant agrees to an extension of the period.

The Board may request further information from either the applicant or the Council in order to arrive at a decision.

Should a member of the Board have any personal interest in the outcome of the exemption being considered he shall declare such interest prior to the consideration of the exemption.

(i) *Criteria to be applied by the Board when considering applications for exemption:* The Board shall apply the following criteria when considering applications for exemption:

- (i) The exemption applied for may not be in conflict with the primary objects of the Act.
- (ii) It shall not grant exemption unless it has formed the opinion that failure to grant exemption would seriously prejudice the applicant.
- (iii) It shall consider the interests of the Industry, taking into account whether the granting of the exemption would—
 - (aa) unfairly undermine the collective bargaining process;
 - (ab) in general adversely affect job security;
 - (ac) interfere with fair competition between manufacturers in the Industry;
 - (ad) interfere with fair competition for jobs between workers in the Industry;
 - (ae) encourage unfair exploitation of workers;
 - (af) cause health and safety to be adversely affected;
 - (ag) undermine training in the Industry.
- (iv) In the event that the applicant is a manufacturer, the Board shall take into account how the granting of exemption would affect its—
 - (aa) financial position;
 - (ab) competitive position;
 - (ac) productivity;
 - (ad) workers' job security;
 - (ae) workers' living standards; and
 - (af) workers' benefits in terms of the Bargaining Council Collective Agreement.
- (v) The Board shall have regard to the degree to which the granting of exemption would permit the exploitation of workers.
- (vi) The Board shall have regard to the degree to which the granting of exemption would affect the viability of funds or schemes operated by the Bargaining Council.
- (vii) The Board shall take into account whether the granting of exemption would adversely affect labour relations at sectoral level.

16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 10c per week from the wage of each of his employees who falls within the scope of application of this Agreement. To the amount so deducted the employer shall add a like amount and pay the total sum to the Secretary of the Council not later than the 10th day of each month, submitting at the time of payment his wage register or an extract therefrom showing the names of employees, the period worked and the amount earned by each in respect of the amount forwarded.

(2) An employer who is in arrears with payment in terms of subclause (1) and who, after having been warned in writing by the Council, fails to forward the outstanding amount within seven days of the date of such warning shall, on being notified by the Council in writing to do so, submit the amounts payable in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay day of each calendar month shall be accompanied by the form specified by the Council from time to time. An employer to whom the provisions of this subclause have been applied may only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in subclause (1).

(3) Should any amount due in terms of subclause (1) not be received by the Council by the 15th day of the month following the months in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the prevailing prime overdraft rate of *First National Bank*, per month or part thereof 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.

(4) The Council shall be entitled to recover from an employer all moneys disbursed by it in respect of legal fees and expenses incurred in the recovery of any moneys deducted by an employer from any moneys due to an employee but not paid over to the Council by such employer in terms of this Agreement, at the appropriate attorney and client scale.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

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

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

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

(4) 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.

(5) Every employer shall in addition register with the Unemployment Insurance Commissioner and the Compensation Commissioner, in respect of such requirements as may be legislated for from time to time.

(6) (a) Every employer in the Industry who on the date of coming into operation of this Agreement, and every employer who enters the Industry after the said date, shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:

- (i) One week's wages;
- (ii) 13 weeks' levies and contributions in respect of—
 - (aa) Holiday Fund in terms of clause 13;
 - (ab) levies to the Council in terms of clause 16;
 - (ac) Training Fund in terms of clause 4 of the Training Fund Agreement;
 - (ad) the Provident Fund in terms of clause 4 of Chapter II of the Provident Fund Agreement;

Provided that the minimum amount in cash or in respect of the guarantee so lodged shall be R500.

(b) Where an employer engaged in the Industry on the date of coming into operation of this Agreement has for at least six months prior to such date not been in default of moneys due in terms of this Agreement, he shall be exempt from the provisions of this clause: Provided that, should he become in arrears with these payments, the exemptions shall be withdrawn.

(7) Where the cash amount or guarantee lodged by an employer is insufficient to cover the payment of wages, levies and contributions referred to in subclause (6), the employer shall on demand by the Council increase the cash or guarantee to an amount sufficient to cover such payments. An employer shall be permitted to reduce the amount in cash or guarantee, as the case may be, where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of the amounts of cash or guarantee shall be required or permitted at intervals of less than six months: Provided further that the minimum amount shall be not less than R500 at any given time.

(8) The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of subclause (6) to pay any amount that may be due to the Council by such employer in respect of levies and contributions, or to pay any wages that may be due to any one or more employees of such employer, where the council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employees shall not exceed the total amount of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that part of the cash amount or guarantee lodged with the Council that represents wages.

(9) No employer may take into his employ any employee unless he has satisfied himself that such employee has been registered with the Council and is able to produce documentary proof of such registration. This excludes casual employees.

18. WORKING EMPLOYERS

All working employers shall observe the provisions of clauses 7 (1) and 8.

19. EXHIBITION OF AGREEMENT

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

20. KEEPING OF RECORDS

(1) An employer shall keep records in the form set out in LRA Form 9.1, as published in Government Notice No. R. 1737 of 1 November 1996, or in such form and manner as may be approved by the Council, with respect to—

- (a) the time worked by each employee;
- (b) the remuneration paid to each employee; and
- (c) any such other particulars as may be specified.

(2) Every employee who is required to do so shall make in the records referred to in subclause (1) such entries as may be specified.

(3) An employer shall retain all records in terms of subclause (1), or a microreproduction thereof, for a period of not less than three years.

21. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

22. ADMINISTRATION OF AGREEMENT

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

23. ENFORCEMENT OF AGREEMENT AND RESOLUTION OF DISPUTES

(1) The Council may appoint one or more specified persons and may nominate them for appointment by the Minister as designated agents, to assist in giving effect to the terms of this Agreement.

(2) If there is a dispute about the interpretation of application, including enforcement, of any provision of the Agreement, any party to the dispute may refer the dispute in writing to the Council.

(3) The party who refers the dispute must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

(4) The Council must attempt to resolve the dispute through conciliation.

(5) The Secretary of the Council may require a designated agent to investigate the dispute.

(6) The designated agent must investigate the facts surrounding the dispute and if the designated agent has reason to believe that the Agreement has been breached, the designated agent may endeavour to secure compliance with the Agreement through conciliation.

(7) The designated agent shall submit to the Secretary, within seven days, a written report on the steps taken to secure compliance and the outcome thereof.

(8) If the dispute remains unresolved after 30 days, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by an accredited agency appointed by the Council.

(9) If, during the course of performing his duties, a designated agent discovers what appears to be a breach of the Agreement, the designated agent shall—

- (a) investigate the alleged breach;
- (b) endeavour to secure compliance with the Agreement; and
- (c) submit a report to the Secretary on the investigation, the steps taken to secure compliance, and the outcome thereof.

(10) On receipt of the report the Secretary may—

- (a) require a designated agent to conduct further investigations; or
- (b) if further conciliation is indicated, refer the matter to the Council for conciliation; or
- (c) issue a compliance order; or
- (d) refer the dispute to an accredited agency for arbitration.

(11) The Secretary may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

(12) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce its Agreements.

24. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade union the contributions payable to the trade union in terms of its constitution.

Subject to the provisions of subclause (2), all amounts payable in terms of this clause shall be paid by the employer to the Secretary of the Council month by month, and not later than the 10th day of each month following that in respect of which they are due. When making such payment the employer shall furnish a statement in the form specified by the Council from time to time.

(2) An employer who is in arrears with payments in terms of subclause (1) and who, after having been warned in writing by the Council, fails to forward the outstanding amounts within seven days of the date of such warning shall, on being notified by the Council in writing to do so, submit the amounts due in terms of subclause (1) week by week so as to reach the Secretary not later than the Friday following the payday of the week in respect of which the amounts are due. The payment submitted in respect of the last payday of each calendar month shall be accompanied by the form referred to in subclause (1). An employer to whom the provisions of this subclause have been applied may only upon being notified by the Council in writing, revert to the payment of the amounts payable in terms of this clause on the monthly basis provided for in subclause (1).

25. MEMBERSHIP SUBSCRIPTIONS—KN.F.M.A.

(1) Every employer who is a member of the KwaZulu-Natal Furniture Manufacturers' Association shall pay subscriptions six-monthly in advance in respect of membership and calculated in accordance with a schedule supplied to him by the said Association, based on the number of persons in his employ as at close of business in December and June, annually.

(2) The amount of subscription so calculated shall be paid by the employer to the Secretary of the Council by 10 January and 10 July, respectively, each year. When making such payment the employer shall enter the number of employees in employ and the calculated amount payable at the foot of the December and June monthly returns to the Council.

(3) The amount calculated in terms of (1) and (2) hereof shall be added to the total of columns 19, 21, 27, 28 and 32 of the form specified by the Council for the returns to be made to the Council in respect of December and June, annually.

26. WAGES

Subject to the provisions of clause 10:

(1) No employer shall pay and no employee shall accept wages lower than those prescribed in Schedule A, and in the case of drivers those prescribed in clause 38B of this Agreement in Area A (hereafter referred to as the Urban Area).

(2) No employer shall pay and no employee shall accept wages lower than the following in Areas B and C (hereafter referred to as the Rural Area):

- (a) 50% of wages prescribed in Schedule A or clause 38B during the period ending 30 June 1999;
- (b) 55% of wages prescribed in Schedule A or clause 38B during the period 1 July 1999 to 30 June 2000;
- (c) 60% of wages prescribed in Schedule A or clause 38B during the period 1 July 2000 to 30 June 2001;
- (d) 65% of wages prescribed in Schedule A or clause 38B during the period 1 July 2001 to 30 June 2002;
- (e) 70% of wages prescribed in Schedule A or clause 38B during the period 1 July 2002 to 30 June 2003;
- (f) 75% of wages prescribed in Schedule A or clause 38B during the period 1 July 2003 to 30 June 2004;
- (g) 80% of wages prescribed in Schedule A or clause 38B during the period 1 July 2004 to 30 June 2005.

27. EMPLOYMENT OF MINORS

No persons under the age of 15 years shall be employed in the Industry.

28. LEARNERS AND LEARNER JOURNEYMAN

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

(2) Application for permission to work as a learner or a learner journeyman shall be made to the Council in the specified form and shall be accompanied by a medical certificate in the form as specified by the Council from time to time. 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 or a learner journeyman a certificate showing the name and age of the employee, the class of work in which he is to be engaged, the minimum wage payable to him, the name of the employer and the period for which the permission shall be effective.

(4) A duplicate of every certificate issued in terms of subclause (3) shall be furnished to the employer, who shall return it to the Council when it is not longer operative.

(5) In determining the minimum wage payable to a learner or a learner journeyman any previous experience in the Industry may, at the discretion of the Council, be taken into consideration.

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

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

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

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

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

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

(a) One learner to every two adult employees in receipt of the wages specified in clauses XI (1) and XII (3) of Schedule A to this Agreement;

(b) one learner journeyman to every two or part of three employees in receipt of the wages specified in clauses I (1), II, III, IV (1), V (1), VI (1), VII, VIII, IX (1) and XII (1) of Schedule A and employed in the trade in which the learner journeyman is to be trained.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this subclause, employment of learners may not be authorised unless the employee(s) concerned have been employed in the Industry for at least 12 consecutive months.

(8) Where the Council is satisfied that proper facilities exist for the training of learners or learner journeymen and the requisite number of employees in receipt of the wages specified in subclause (7) (a) or (b) is not available, the ratio of learners may be extended.

(9) The Council shall have the right, when it is satisfied that proper facilities for training are not provided, or for any other good and sufficient reason, after one week's notice in writing has been given to the employer and the employee, to withdraw any certificate issued in terms of this clause, whether or not the period for which permission was granted has expired.

(10) Learners or learner journeymen shall not be granted to establishments that have not been in existence for a consecutive period of 12 months, or that the Council has good and sufficient reason to believe have inadequate facilities for training a learner.

(11) (a) The period of learnership for the classes of work referred to in subclause (6) (b) and (c) shall be two years, in four periods of six months.

(b) The period of learnership for the classes of work referred to in subclause (7) (b) shall be three years.

(12) Notwithstanding the expiry of any previous agreement for the Industry, the Council shall continue to administer any learnership certificates issued under such previous agreement until such certificates expire by effluxion of time or are otherwise cancelled or withdrawn by the Council.

29. FORENOON AND AFTERNOON INTERVALS

Every employee shall be given an interval of 10 minutes in the morning and afternoon, and a further 10 minutes when working overtime in excess of one hours, which shall be reckoned as time worked.

30. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

31. ABATEMENT OF WAGES

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

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

32. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(2) (a) When an employer contemplates dismissing one or more employees for reasons based on the employer's operational requirements, the employer shall consult—

- (i) any person whom the employer is required to consult in terms of a collective agreement; or
- (ii) if there is no such collective agreement, a workplace forum, if the employees likely to be affected by the proposed dismissals are employed in a workplace in respect of which there is a workplace forum; or
- (iii) if there is no such workplace forum, any registered trade union whose members are likely to be affected by the proposed dismissals;
- (iv) if there is no such trade union, the employees likely to be affected by the proposed dismissals or their representatives nominated for that purpose.

(b) The consulting parties shall attempt to reach consensus on the following:

- (i) Appropriate measures to—
 - (aa) avoid the dismissals;
 - (ab) minimise the number of dismissals;
 - (ac) change the timing of the dismissals; and
 - (ad) mitigate the adverse effects of the dismissals;
- (ii) the method for selecting the employees to be dismissed; and
- (iii) the severance pay for dismissed employees.

(c) The employer shall disclose in writing to the other consulting party all relevant information, including, but not limited to—

- (i) the reasons for the proposed dismissals;
- (ii) the alternatives that the employer considered before proposing the dismissals, and the reasons for rejecting each of those alternatives;
- (iii) the number of employees likely to be affected and the job categories in which they are employed;
- (iv) the proposed method for selecting which employees to dismiss;
- (v) the time when or the period during which the dismissals are likely to take effect;
- (vi) the severance pay proposed;
- (vii) any assistance that the employer proposes to offer to the employees likely to be dismissed; and
- (viii) the possibility of the future re-employment of the employees who are dismissed.

(d) The provisions of section 16 of the Act, read with the changes required by the context shall apply to the disclosure of information in terms of paragraph (c) hereof.

(e) The employer shall allow the other consulting party an opportunity during consultation to make representations about any matter on which they are consulting.

(f) The employer shall consider and respond to the representations made by the other consulting party and, if the employer does not agree with them, the employer shall state the reasons for disagreeing.

- (g) The employer shall select the employees to be dismissed according to selection criteria—
- (i) that have been agreed to by consulting parties; or
 - (ii) if no criteria have been agreed to, criteria that are fair and objective.

(3) In all other instances when it is found necessary to retrench, one week's notice shall be given to those employees who are to be so retrenched: Provided that in the event of an employee having been so retrenched, an employer shall not replace such employee, in that same job category, within four weeks, without first having offered the position to the employee so retrenched: Provided further that such employee report for duty within 48 hours of the trade union or, in the case of a non-party employer, the employee, having been notified: Provided further that no employee shall be retrenched by reason of short time unless such employee had worked less than 35 hours' ordinary time in the payweek preceding such retrenchment.

(4) Employees being retrenched, as provided for in subclause (2) or (3) hereof, shall be paid a retrenchment/redundancy allowance equal to one week's normal wages for each completed year of service, up to a maximum of 12 weeks.

(5) Notwithstanding the provisions of subclause (1), an employer and employee may agree to provide for a longer period of notice than one week and, provided such agreement is confirmed in writing, failure to comply with such arrangement shall be a contravention of this clause.

(6) An employer or employee may terminate the contract of employment without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice an amount equal to not less than the wages for one week or for such longer period as agreed upon by the employer and his employee in terms of subclauses (2) and (3).

(7) The notice referred to in subclauses (1), (2) and (3) shall not run concurrently with or shall not be given during—

- (a) any period of military service,
- (b) the holiday period referred to in clause 13 (2);
- (c) any period of illness not exceeding two weeks in any one year.

(8) The provisions of subclauses (1), (2), (3), (4), (5) and (6) hereof shall not apply during the first two weeks of employment of an employee, during which period of employment both employer and employee may terminate employment by giving one hour's notice. This proviso shall lapse on completion of two weeks' continuous employment.

33. PROHIBITED EMPLOYMENT

No provision in this Agreement that prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions that he would have had to pay or observe had such engagement or employment not been prohibited.

34. DISCIPLINARY AND GRIEVANCE CODES AND PROCEDURES

- (1) Employers and employees may negotiate agreements on disciplinary and grievance codes and procedures at plant level.
- (2) On conclusion of such agreement(s) the employer shall lodge copies of such agreement(s) with the Council and with the trade union.
- (3) Any changes to such agreement(s) shall be negotiated between the employees and the relevant employer, and a copy of such amended agreement(s) shall be lodged with the Council and with the trade union.
- (4) The provisions of this clause shall in no way affect any requirements of the Act.

35. BASIS OF PAYMENT

Payment for all work done shall be at the rate of wages prescribed for the class of work performed, and shall not be based on the technical skill or qualification of the employee concerned.

36. HOURLY RATE

All work performed by employees shall be paid for at an hourly rate as defined in clause 3.

37. ULTRA VIRES

Should any provision 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 period of this Agreement.

38. DRIVERS OF MOTOR VEHICLES

Notwithstanding anything to the contrary in this Agreement and subject to subclause E, the following provisions shall apply to drivers of motor vehicles, whether employed on a casual or weekly basis in the areas specified in clause 1 of this Agreement:

A. DEFINITIONS

In addition to the definitions contained in clause 3 of this Agreement and unless the contrary intention appears, the following definitions shall apply to drivers of motor vehicles;

"Casual employee" means a driver of a motor vehicle who is employed by the same employer on not more than two days in any week;

"driver of motor vehicle" means an employee who is engaged in driving a motor vehicle as defined herein;

"emergency services" means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade or transportation for the purpose of national defence or police services;

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

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

"payload" means the net carrying capacity or the net load that a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by any authority empowered by law to issue licences or certificates in respect of such vehicles;

"trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or a vehicle known as a mechanical horse;

"weekly employee" means an employee who is employed by the week.

B. REMUNERATION

- (1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

	<i>Minimum</i>	Per hour	Per week
	R	R	
(a) Driver of a motor vehicle, other than steam-propelled, authorised to carry or haul a payload of—			
(i) up to and including 4 530 kg	9,69	426,35	
(ii) over 4 530 kg and up to and including 6 350 kg	9,76	429,44	
(iii) over 6 350 kg	10,04	441,84	
(b) Driver of steam-propelled vehicle	10,04	441,84	
(c) A casual employee driving a motor vehicle, other than steam-propelled			Daily rate = prescribed weekly wage, plus 10%, divided by 5.
(d) A casual employee driving a steam-propelled vehicle			Daily rate = prescribed weekly wage, plus 10%, divided by 5.
(e) Drivers of fork-lift trucks, tractors, scooters or passengers cars	9,69	426,35	

(2) **Trailers:** An employee who drives a vehicle to which there is attached one or more trailers shall be paid, in addition to the basic wage rates applicable to him in terms of this clause, no less than R2,00 per day for each trailer, with a maximum of R10,00 in any week.

(3) **Differential rates:** The provisions of clause 29 of this Agreement shall apply to employees who drive motor vehicles: Provided that the remuneration payable to an employee, other than a casual employee, in respect of any one day shall be not less than one fifth of the weekly remuneration prescribed herein.

(4) **Subsistence allowance:** An employer shall, in addition to any other remuneration due, pay his employee who on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than—

- (a) where it is necessary for the employee to obtain an evening meal: R12,83;
- (b) where it is necessary for the employee to obtain an evening meal and breakfast: R19,92;
- (c) where it is necessary for the employee to obtain breakfast, lunch and an evening meal: R26,00.

C. PAYMENT OF REMUNERATION

(1) The provisions of clause 10 of this Agreement shall apply to employees who drive motor vehicles: Provided that a casual employee shall be paid his remuneration in cash on termination of employment.

(2) The wages set out in Schedule A shall be the minimum weekly wages prescribed for the respective classes of work enumerated therein: Provided that on each occasion that the minimum prescribed wage is increased in terms of this Agreement, an employee who is in receipt of a wage in excess of the minimum prescribed wage for the class of work performed by him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the difference between the wage previously prescribed and the wage prescribed in this Agreement for the class of work in which he is employed.

D. HOURS OF WORK

- (1) The ordinary hours of work of an employee shall not exceed those specified in clause 7.
- (2) **Meal Intervals:** An employee shall be allowed one hour for a meal after five hours of work, during which interval no work shall be performed: Provided that if an employer requires his employee to take more than one hour for a meal, all time in excess of one hour shall be reckoned as part of the ordinary hours of work.
- (3) **Hours of work to be consecutive:** Subject to the provisions of paragraph (2), all hours of work on any day shall be consecutive.

E. OVERTIME

- (1) The provisions of this subclause shall apply to drivers and assistants employed in the delivery of goods.
- (2) All hours worked in excess of the weekly or daily number of ordinary hours specified in clause 7 shall be deemed to be overtime.
- (3) An employer shall weekly submit a return to the Council of any overtime worked by drivers in excess of 20 hours during any one week. Such return shall reflect the name of the drivers and the total overtime worked by each driver.

F. PAYMENT OF OVERTIME

- (1) An employee who works overtime shall be paid in accordance with clause 11 of this Agreement.
- (2) **Payment for emergency services:** An employee engaged on emergency services shall be paid, in respect of each hour or part thereof of overtime in excess of the hours referred to in subclause E (2), not less than—
 - (a) in the case of a weekly employee, double the weekly remuneration prescribed in subclause B (1) (a) and (b), divided by 44;
 - (b) in the case of a casual employee, double the remuneration prescribed in subclause B (1) (c) and (d), divided by nine.

G. REST PERIODS

An employer shall give an employee, other than an employee referred to in subclause E—

- (a) at least 12 consecutive hours for rest in any period of 24 hours, calculated from the time the employee commences work on any day;
- (b) one complete day of rest in every seven consecutive days.

H. HOLIDAYS

The provisions of clause 13 shall apply to motor vehicle drivers: Provided that, in the case of casual employees, the employer shall pay to such employee, on termination of his employment, leave pay at the rate of 12,5 per cent of the remuneration earned by him during his employment.

J. SICK LEAVE

- (1) An employee who is not a member of the Natal Furniture Workers' Sick Benefit Society and who has completed three months' employment with the same employer and who is absent from work owing to sickness or accident, other than an accident compensable under the Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), not caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding 10 working days in the aggregate in any one year of employment and shall be paid in respect of each day an amount of not less than one fifth of the weekly remuneration the employee was receiving immediately prior to the date of such leave: Provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.
- (2) For the purposes of this subclause, the expression "employment" shall be deemed to include—
 - (a) any period of military service;
 - (b) the holiday period referred to in clause 13 (2);
 - (c) any period during which an employee is absent on the instructions or at the request of the employer; amounting in the aggregate in any year to not more than three weeks in respect of (b) and (c), plus up to four months of the period of any service referred to in (a) rendered in that year.

K. UNIFORMS

An employer who requires his employee to wear a uniform shall provide and launder or clean the same free of charge, and it shall remain the property of the employer.

L. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment of an employee, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and of the employee, the date of commencement of the contract of employment, the date of termination thereof and the rate of remuneration at the date of such termination.

M. LOGBOOK

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

Name of employer.....

Name of driver

Type of vehicle and authorised payload

Number of trailers attached to vehicle

Time of starting work.....

Time of finishing work

Number of ordinary hours worked

Meal interval(s) from..... to

Breakdowns, accidents and/or other delays

Signature of driver

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

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

N. CLAUSE NOT APPLICABLE

The provisions of clauses 5, 9, 14, 21, 28 and 36 shall not apply to drivers of motor vehicles.

39. ATTENDANCE BONUS

(1) An employer shall pay his weekly-paid employees for whom wages are prescribed in this Agreement an attendance bonus of R2 per week: Provided that—

- (i) an employee shall be present at work for at least 37 normal hours in a 44-hour working week;
- (ii) the bonus so paid shall not be taken into account for the purpose of calculating remuneration for overtime in terms of clause 11, holiday pay in terms of clause 13 and contributions payable to the Council.

(2) An employer shall pay his monthly-paid employees who fall within the scope of application of this Agreement an attendance bonus of R10 per month.

40. PAID SICK LEAVE

(1) An employer shall grant to any employee who is not a member of the Natal Furniture Workers' Sick Benefit Society, and employed by him and who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 25 working days'; and
- (b) in the case of every other employee, not less than 25 working days'

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay such employee in respect of the period of absence in terms of this sub-clause an amount equal to 50 per cent of the remuneration he would have received had he worked during such period: Provided that—

- (i) during the first 12 consecutive months of employment an employee shall not be entitled to sick leave pay at a rate of more than, in the case of an employee who works a five-day week, two working days in respect of each completed period of four weeks of employment and, in the case of every other employee, two working days in respect of each completed month of employment;
 - (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for any period, require the employee to produce a certificate signed by a registered medical practitioner serving on the panel of doctors appointed to the Natal Furniture Workers' Sick Benefit Society or the medical superintendent of a provincial hospital/clinic stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payments in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;
 - (iii) sick leave shall commence from the first working day on which the employee was attended by the medical practitioner, up to the working day immediately prior to the date of return to work indicated on the relevant medical certificate: Provided that, where an employee is attended after 13:00 on a working day, such day shall be regarded as half a day: Provided further that, where an employee is attended after 16:00 on a working day, such day shall not be regarded as a day off sick;
 - (iv) this clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees payment to the employee in the event of his incapacity in the circumstances set out in this clause.
- (2) For the purposes of this clause—
- (a) "remuneration" includes any cost of living allowance paid or payable to an employee in terms of any law or otherwise;
 - (b) "employment" includes any period during which an employee—
 - (i) is on leave in terms of clause 13 (2);
 - (ii) is on sick leave in terms of this clause;
 - (iii) is absent from work on the instructions or at the request of his employer;

(iv) is doing military service in pursuance of the Defence Act, 1957; amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) and done in that year, and any continuous employment an employee has had with the same employer immediately before the date of commencement of this clause shall for the purposes of this clause be deemed to be employment, and any sick leave with remuneration granted to such any employee during the period of such employment shall for the purposes of this clause be deemed to have been granted under this clause; and

(c) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), shall be regarded incapacity only during any period in respect of which no disablement payment is payable in terms of that Act.

(3) (a) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remunerations was paid.

(b) For the purposes of this clause—

- (i) the ordinary hourly remuneration of an employee, other than an employee referred to in subclause (2) (c), shall be calculated on the basis of the number of hours ordinarily worked and the remuneration ordinarily received by him during a week;
- (ii) the ordinary remuneration of any employee for a day shall be calculated on the basis of his ordinary remuneration for one hour and the number of hours he ordinarily works on such day; and
- (iii) the ordinary weekly remuneration of an employee who receives his remuneration monthly, shall be determined by dividing the remuneration so ordinarily received by him by four and a third.

(4) Notwithstanding the provisions contained hereinbefore, an employer shall not be liable for payment of sick leave in the following instances:

- (a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;
- (b) continuation of sickness in cases where a member refuses to observe any reasonable instruction or recommendation of his medical attendant;
- (c) any accidental or wilful injury for which a third party is covered to pay, and does pay, compensation or which is covered by insurance to the extent of such compensation or cover, as the case may be;
- (d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the employer;
- (e) injuries received or occupational diseases contracted by a member while on duty, to the extent to which an employer provides for treatment;
- (f) sickness while on military service or for which the military authorities have accepted responsibility;
- (g) operations of choice;
- (h) maternity and/or obstetrical cases and/or sequelae;
- (i) mental ailments;
- (j) venereal disease;
- (k) non-panel doctors.

41. IN-HOUSE WAGE AGREEMENT

(1) The Council shall grant exemption from the provisions of clause 38B and Schedule A, whenever an employer and the trade union wish to enter into negotiations prior to the onset of the annual negotiations on amendments to the Main Agreement and where the Council is advised accordingly, in respect of the minimum wage rate for any or all categories of employees enumerated therein: Provided that—

- (i) any agreement reached shall be recuded to writing and signed by the employer or his authorised representative and by the trade union;
- (ii) such agreement shall be lodged with the Council within seven days of the signing thereof;
- (iii) such agreement shall be only in respect of categories of employees appearing in Schedule A hereto and/or clause 38B;
- (iv) such agreement and the wage schedule annexed thereto or forming part thereof shall be set out in a form and manner acceptable to the Council.

(2) Upon receipt of the written agreement in terms of subclause (1), the Council shall forthwith register the minimum wage rates recorded therein in its records and, failing a commencement date being stipulated in such agreement, such minimum wage rates shall become effective, due and payable to the employees of the employer from the commencement of the pay week following the date of receipt thereof by the Council.

(3) The minimum wage rates published in Schedule A and/or clause 37B of the Main Agreement, as amendment from time to time, shall continue to apply to those employers and employees where the employer and employees have not concluded a written agreement as referred to in subclause (1) (a) hereof, and shall in any case apply up to date of commencement of a written agreement as provided for in subclause (2) hereof.

(4) Where a group of employers with similar interests, or an employers' organisation in respect of any or all its members, enters into negotiations with the trade union in terms of subclause (1), the provisions of that subclause and of subclauses (2) and (3) shall similarly apply.

42. SHOPSTEWARDS' LEAVE

For the purposes of attending training courses and/or seminars and/or meetings arranged by the trade union that is a party to this Agreement, shop stewards shall be entitled to four days' paid leave per annum and senior shop stewards to eight 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 January of each year. Leave not taken by a senior shop steward and/or shop steward shall accrue to the newly elected senior shop steward and/or shop steward during any one leave cycle. Leave shall not be cumulative nor be transferable from one employer to another.
- (b) Shop steward's leave shall be taken only during the first eight calendar months of the year: Provided that if leave is requested during the latter part of the year, this shall be the subject of consultation between the parties.
- (c) 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.
- (d) Prior arrangements shall be made by the trade union with an employer for the release of key staff. Not more than 50 per cent of elected senior shop stewards and/or shop stewards at any particular establishment shall attend the training course and/or seminar and/or meeting on any particular day.
- (e) The number of shop stewards elected at any particular establishment shall be in the ratio of not more than one to 50 employees.
- (f) The name(s) of the senior shop steward and/or shop steward(s) elected shall be conveyed to the employer by the senior shop steward.
- (g) 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 senior shop steward and/or shop stewards.

43. MATERNITY LEAVE

Any female employee going on confinement shall be entitled to unpaid maternity leave for a period not exceeding six months, with a guarantee of re-employment after the aforementioned period on the same terms and conditions of employment as at the date on which the maternity leave was granted, subject to the following conditions:

- (a) The employee on maternity leave shall, before or on the expiry date of the six-month period, notify her employer whether or not she will recommence employment.
- (b) Proof of the confinement shall be submitted to the employer upon the employee's return to work in the form of a birth certificate or a death certificate, in the case of a still birth, or a medical certificate in the case of a miscarriage.
- (c) The employer may extend the six-month guarantee period on receipt of a valid medical certificate from a registered medical practitioner advising the employee not to return to work for medical reasons.
- (d) The employer shall be permitted to employ a temporary employee in the same category as the employee who has been granted maternity leave, on a temporary contract of employment 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 a 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 from time to time in the Basic Conditions of Employment Act, 1997, or for any other reason recognised in law, terminate the contract of temporary employment.

44. COMPULSORY RETIREMENT AGE

(1) Subject to the provisions of sub-clause (3) hereof, any employee who enters the Industry after the date on which this Agreement comes into operation shall retire at the age of 65 years.

(2) Subject to the provisions of sub-clause (4) hereof, any employee who is employed in the Industry at the date on which this Agreement comes into operation and who has attained the age of 60 years or more, shall retire on expiry of a period of five years.

(3) (a) The provisions of sub-clause (1) shall apply to any employee who was previously employed in the Industry and who has not been employed in the Industry for a period of 28 consecutive weeks prior to the date on which this Agreement comes into operation.

(b) Any person at present employed at an employer shall within six months of the date of coming into operation of this Agreement notify his employer whether he wants to retire on reaching the age of 60 or 65 years. Such election of a retirement age shall be final.

(4) Any employer who is registered with the Council in terms of clause 17 of the Agreement, and every employee who is employed in the Industry as at the date on which this Agreement comes into operation, shall submit acceptable documentary proof of the employer or employee's age to the Council.

(5) The provisions of sub-clause (4) shall similarly apply to any employer and employee who enters the industry after the date on which this Agreement comes into operation.

45. CONCLUDING OF AGREEMENTS

(1) Upon and following the conclusion of an agreement on wages and related matters between the parties to the Council, no employer shall be required to enter into a second or subsequent agreement on wages and/or related matters contained in this Agreement during the currency of the Agreement that would have the effect of amending, varying or superseding the concluded Agreement during or before expiry of its currency.

(2) The provisions of sub-clause (1) shall similarly apply to an employer who has concluded an agreement with the trade union under the provisions of clause 41.

(3) The provisions of sub-clause (1) shall similarly apply to an employer who, under an exemption granted to him by the Council under clause 15, has concluded an agreement with any trade union that has majority representation of members among the employees of such employer.

46. FAMILY RESPONSIBILITY LEAVE

(1) Every employee shall, in the event of the death of any person in his immediate family, be entitled to a maximum of two days' family responsibility leave.

(2) Every employer shall, upon receiving documentary proof of such death and proof of registration of the person with the Council, pay the employee for such leave at ordinary wage rates and by not later than the second pay day following such occurrence.

(3) For the purposes of this clause "immediate family" means—

- (a) the spouse reflected on the Council's record card as the nominated beneficiary for the Provident Fund;
- (b) the children of an employee under 18 years of age whose names are reflected on the Council's record card; and
- (c) the father and the mother of the employee whose names are reflected on the Council's record card.

SCHEDULE A: WAGES

		<i>Minimum</i>		
		<i>Per hour</i>	<i>Per week</i>	
		R	R	
I	(1) Furniture making, i.e. any operation or process in the manufacture and/or assembly of furniture, either in whole or, in part, performed by hand, with hand tools or mechanical appliances, but excluding the operations referred to in subclause (2) ...	10,78	474,31	
	(2) Sundry furniture-making operations:			
	(a) Bolting and tightening nuts, fixing handles by screws, bolts, nuts and screw bolts			
	(b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing any kind of glue block, attaching mirrors by means of adhesive tape			
	(c) Making and/or pointing wooden dowels and plugs by hand and/or machine			
	(d) Knocking in dowels and plugs by hand			
	(e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating			
	(f) Bending or laminating solid timber by hand or mechanical process			
	(g) Knocking in sockets for casters			
	(h) Filling holes or cracks with wood filler or similar substance			
		9,45	415,64	

		Minimum Per hour R	Per week R
(i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (1)		9,36	411,81
II Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured.....			
III Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembly		10,78	474,31
IV (1) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations referred to in subclause (2).....			
(2) Sundry furniture-machining operations:			
(a) Setting up and operating single-drum sander, open-disc sander, bobbin sander and wide-belt sander		9,77	430,01
(b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel-inserting machine		9,45	415,64
(c) Operating air-filled sander and portable sander		9,36	411,81
(d) Making and jointing sandpaper rolls or discs and belts for machine sanders			
(e) Repetitive marking by template or pattern			
V (1) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain paste that acts as an abrasive and/or polisher, or both, or similar substances, and includes the graining and matching or colours on all types of furniture, but excludes the operations referred to in subclause (2).....		10,78	474,31
(2) Sundry polishing operations:			
(a) Burnishing by machine		9,77	430,01
(b) Waxing			
(c) Painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours.....			
(d) Removing doors and fittings prior to preparation for polishing		9,45	415,64
(e) Filling in with plaster of paris or any other filling material.....			
(f) Handsanding			
(g) Bleaching furniture with acids or any other bleaching agent.....			
(h) Stripping			
(i) Staining, filling, oiling and/or reviving by hand			
(j) Spraying metal			
(k) Straining materials			
(l) Cleaning spray-guns			
(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus		9,36	411,81
VI. (1) Furniture upholstering, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, including cutting all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing, which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching units to frame, but excluding the operations referred to in subclause (4)		10,78	474,31
(2) Seamsters or seamstresses engaged in slipstitching, sewing and/or joining covers, files, cushions, cords, pelmets or bolsters by hand or machine		9,67	425,33
(3) Learners employed in learning the class of work referred to in subclause (2)—			
during the first six months of employment		9,29	408,80
during the second six months of employment		9,36	411,96
during the third six months of employment		9,43	415,12
during the fourth six months of employment		9,52	419,02
thereafter		9,67	425,33

		Minimum
	Per hour	Per week
	R	R
(4) Sundry furniture-upholstering operations:		
(a) Positioning wooden and metal laths and crossbars to frames	9,84	432,98
(b) Filling cushions with spring interiors and/or spring units	10,03	441,21
(c) Cutting foam rubber or similar material by bandsaw	9,77	430,01
(d) Fixing ready-made cane mats		
(e) Tufting or buttoning by hand or machine, where this done in loose pieces in the pre-assembly stage, including quilted buttoning, but excluding deep, diamond or pleated buttoning	10,18	448,01
(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine	9,84	432,98
(g) Laying out filling materials on a spring unit	9,67	425,33
(h) Spreading adhesive on backs and cover material and joining of same		
(i) Loading, wheeling and operating a clothspredding machine		
(j) Teasing coir or other materials by machine		
(k) Filling cushions with materials other than spring interiors and/or spring units by machine	9,45	415,64
(l) Riempie work		
(m) Affixing helical springs and/or chains and/or zigzag or no-sag springs to frames for upholstery		
(n) Springing up spring edges with zigzag and/or no-sag springs to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal		
(o) Cutting platforms used for covering helical and/or no-sag springs		
(p) Breaking up and/or cutting up by hand bulk rolls of upholstery material of all kinds from selfedge to selfedge		
(q) Cutting cardboard in upholstery sections by hand and/or machine		
(r) Straight-cutting materials by hand or machine for bottoms or underseating over springs (linen and hessian)		
(s) Teasing coir or other materials by hand		
(t) Unwinding filling materials in rope form		
(u) Banding upholsterer's beading		
(v) Making buttons and tufts		
(w) Assisting upholsterer in holding cover material		
(x) Cutting to shape and joining foam rubber or latex by hand		
(y) Tacking on bottoms of upholstered article		
(z) (i) Tacking hessian or lining onto seat platforms		
(z) (ii) Tacking or stapling cardboard to bare frames	9,45	415,64
For the purposes of this clause and clauses XI and XIV, a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner-spring mattress, cushion seat or any other bedding and/or seating device.		
VII. (1) Furniture carving and/or woodcarving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but excluding the sundry operation mentioned in subclause (2)	10,78	474,31
(2) Stipping and punching background to carving	9,45	415,64
VIII. Furniture woodturning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all types of furniture	10,78	474,31
IX. (1) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or part, with veneer, but excluding the operations mentioned in subclause (2)		

		Minimum
	Per hour	Per week
	R	R
(2) Sundry veneering operations:		
(a) Positioning veneers by hand.....		
(b) Tapeless jointing by machine.....		
(c) Operating presses of any kind.....		
(d) Loading and unloading vacuum bags and presses of any kind	9,36	411,81
(e) Washing off gum and tapes		
(f) Stacking parts after pressing		
(g) Veneering edges		
(h) Veneering edges by machine, which machine also trims and sands the edges	9,77	430,01
(i) Lipping edges only by mechanical appliance	9,77	430,01
X. (1) Learner journeyman employed in learning the classes of work referred to in clauses I to IX, other than the sundry operations referred to therein—		
during the first year of employment.....	9,70	426,61
during the second year of employment.....	9,99	439,40
during the third year of employment	10,41	457,82
thereafter, the minimum prescribed wage.		
If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of	9,84	432,98
XI. (1) Bedding-making, i.e. the manufacturing 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 and/or hooking on springs mattress wires, spiral springs and helical springs to frames, including:		
(a) Weaving spring mesh		
(b) Stuffing filling into mattress cases		
(c) Side-stitching		
(d) Tufting		
(e) Operating a border-quilting machine		
(f) Operating a top-quilting machine.....		
(g) Preparing frames and rollers for the top-quilting machine.....		
(h) Securing, sewing or stapling interlaced pads to spring units		
(i) Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress		
(j) Taping edging to a spring-interior mattress		
(k) Roll-edging, but which excludes the operation referred to in subclause (ii)		
(l) Buttoning headboards ancillary to mattress-making.....	9,98	438,99
(2) Sundry bedding operations:		
(a) Cutting tips, borders and cases		
(b) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts		
(c) Sewing mattress handles to border		
(d) Joining border lengths		
(e) Closing up the mouths of mattresses		
(f) Closing pillows, cushions, bolsters		
(g) Bolting by hand of bed mattress frames		
(h) Preparing spools for a border-quilting machine.....		
(i) Cutting quilted borders to lengths		
(j) Punching holes in mattress borders		
(k) Fitting ventilators and handles to mattress borders.....		
(l) Feeding interlacing machine		
(m) Cutting and making pads, irrespective of materials used.....		
(n) Positioning laths and crossbars, or fixing webbing to mattress or bed frames		
(o) Staining mattress frames		
(p) Affixing lugs to mattress frames.....		
(q) Positioning and securing mesh to mess frames.....		

		Minimum
	Per hour	Per week
	R	R
(r) Hanging loop on needles in compression tufting.....		
(s) Loading, wheeling and operating clothsprouting machine.....		
(t) Operating teasing machine		
(u) Attending loopmaking machine.....		
(v) Attaching loops to buttons or tufts		
(w) Fitting bed irons, domes, casters and sockets		
(x) Staining and/or varnishing frames by hand		
(y) Assembling, knocking or hooking on woven wire mesh and chain-spring mesh to frames		
(z) Fixing bed irons		
(aa) Attaching spring units to bed frames		
(ab) Filling pillows, cushions and bolsters with materials other than spring interiors and/or spring units		
(ac) Mass-measuring pillows, bolsters, cushions and quilts		
(ad) Stripping bedding		
(ae) Cutting chain, hoop iron or any other similar materials		
(af) Teasing coir or any other materials by hand.....		
(ag) Tacking on cardboard or calico backs to upholstered headboards		
(ah) Glueing plastic mesh to foam		
(3) Learners employed in learning the class of work referred to in subclause (bedding-making)—		
during the first six months of employment	9,40	413,45
during the second six months of employment	9,49	417,63
during the third six months of employment	9,57	421,09
during the fourth six months of employment.....	9,65	424,53
thereafter	9,84	432,98
XII. (1) Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but excluding the operations mentioned in subclause (2)	10,78	474,31
(2) Sundry operations:		
(a) Seamstresses engaged in slipstitching, sewing and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine		
(b) Cutting edge-to-edge, but excluding cutting for pattern matching.....	9,67	425,33
(c) Pressing and/or ironing curtaining		
(d) Handling materials	9,36	411,81
(3) Learners employed in learning the class of work referred to in subclause (2) (a) (seamstresses)—		
during the first six months of employment	9,29	408,80
during the second six months of employment	9,36	411,96
during the third six months of employment	9,43	415,12
during the fourth six months of employment.....	9,52	419,02
thereafter	9,64	424,08
(4) Learners employed in learning the class of work referred to in subclause (1), other than the sundry operations referred to in subclause (2), and learner seamstresses referred to in subclause (3)		
XIII. (1) Labouring, i.e.—		
(a) assisting a machinist in handling materials before and after machining		
(b) attending a boiler, incinerator and/or oven		
(c) attending to dust bags and/or cyclones of sanding machines.....		
(d) baling and dipping of upholstery springs		
(e) beating and/or teasing coir by hand		
(f) cleaning and sweeping premises.....		
	9,36	411,81

The minimum prescribed rates for learner journeymen as per clause X of this Schedule

	Minimum Per hour Per week R R
(g) cleaning machinery, plant, tools and utensils	
(h) cleaning and blowing down of equipment.....	
(i) cleaning metal rods.....	
(j) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials	
(k) delivering by manually propelled vehicles	
(l) delivering letters and parcels	
(m) filling cushions with materials other than spring interiors and/or spring units by hand	
(n) glueing sandpaper discs	
(o) handling materials.....	
(p) limewashing	
(q) loading and/or unloading vehicles	
(r) loading and unloading kilns	
(s) making tea or other similar beverages	
(t) oiling and greasing machines and/or vehicles.....	
(u) operating presses of any type	
(v) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers	
(w) preparing, mass-measuring and mixing glue, spreading glue by hand or machine, removing glue, washing and wiping off glue, applying glue hardener by hand, brush or machine.....	
(x) pushing or pulling a vehicle or handcart.....	
(y) riveting or making threads on iron bolts and rods	
(z) straightening and/or cutting hoop iron used for webbing.....	
(aa) stripping second-hand upholstery and bedding.....	
(ab) taping veneers and attending veneer press	
(ac) treating timber for preservation.....	
(ad) unpacking, baling and unbaling raw materials.....	
(ae) wrapping in paper or cardboard.....	
(2) Labourers: New entrants (see definition under clause 3): Party shops only during first 12 months' employment in the Industry	9,36 411,81
XIV. Miscellaneous:	
(1) Welding, other than spot-welding	
(2) Machine maintenance mechanic	
(3) Spot-welding	
(4) Despatch clerk, storeman, timekeeper	
(5) Caretaker or watchman	
(6) Packer.....	
(7) Constructing spring interiors and/or springs units and manufacturing their component parts	
(8) Learner packer.....	
(9) Bending, punching, riveting, drilling and/or assembling metal parts	
XV. Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period	8,51 374,37
(2) All other juveniles	
XVI. Office employees—	
during the first year of employment.....	9,40 413,64
during the second year of employment.....	9,55 420,02
during the third year of employment.....	9,77 429,74
during the fourth year of employment	9,99 439,44
during the fifth year of employment.....	10,22 449,67
thereafter	10,51 462,42

The minimum wage prescribed in this Agreement for employees employed on the same class of work

	Minimum Per hour R	Per week R
XVII. Casual labourer:		
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading vehicles, stacking timber and cleaning premises only.....	90,60 per day	
XVIII. Chargehand—		
(1) in charge of employees who have no journeyman status.....	R10,00 per week above his minimum prescribed wage for the class of work performed by him	
(2) in charge of journeymen.....	R15,00 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work	
XIX. (1) Ornament and novelty making, i.e., any operation or process in the manufacture or assembly of ornaments and novelties, but excluding the operations referred to in subclause (2).....	10,78	474,31
(2) The classes of work referred to in clauses I (2), IV (2), V (2), VII (2) and IX (2) hereof		
XX. Apprentices—		
Commencing weekly wage—stage 1	The minimum wage prescribed in this Agreement for employees employed on the same class of work	
Upon completion of stage 1 and subsequent stages the weekly wage of an apprentice is to be increased by 25% of the difference between the minimum wage rate for labourers, plus R10,00, and that for journeymen in force at the time of completion of such stage.	Labours' minimum rate plus R10,00	
XXI. Artisans:		
Employees who have passed a trade test in a designated trade and have completed N1	11,86	521,74
[This represents the rate plus 10% on the classes of work 1—the following clauses: I (1), II, III, IV (1), V (1), VII (1), VIII, IX (1), XII (1), XIV (1) and (2), and XIX (1).]		
Signed at Durban on this 7th day of April 1998.		
J. S. OLIVIER		
Chairman		
E. M. MOOSA		
Vice-Chairman		
G. MOONSAMY		
Vice-Chairman		
G. J. P. BLIGNAUT		
Secretary		

No. R. 685

18 Mei 1998

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hierby verskyn en wat in die Meubelnywerheid, KwaZulu-Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie bedryf, met ingang van 25 Mei 1998, en vir die tydperk wat op **30 Junie 2005** eindig.

T. T. MBOWENI**Minister van Arbeid****BYLAE****BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL****KOLLEKTIEWE OOREENKOMS**

ingevolge die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

KwaZulu-Natal 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 "vakbond" genoem), aan die ander kant,

wat die partye is by die Bedingsraad vir die Meubelnywerheid, KwaZulu-Natal.

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1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid, KwaZulu-Natal, nagekom word—
 - (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbond is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is;
 - (b) in Gebied A wat bestaan uit die landdrosdistrikte Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;
 - (c) in Gebied B wat bestaan uit die landdrosdistrikte Umvoti (Greytown), Lionsrivier, Port Shepstone, Richmond, Laer Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle;
 - (d) in Gebied C wat bestaan uit die restant van die provinsie KwaZulu-Natal.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms—
 - (a) van toepassing slegs op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;
 - (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes gestel ingevolge genoemde Wet nie;
 - (c) nie van toepassing op professionele, tegniese, administratiewe, verkoops- en kantoorpersoneel nie: Met dien verstande dat sodanige werknemers gereeld besoldiging ontvang wat meer is as die maksimum loontarief in Bylae A van hierdie Ooreenkoms voorgeskryf, uitgesonderd paragraaf (XXI), plus R35,00;
 - (d) nie van toepassing op bestuurders, onderbestuurders, voormanne en toesighoudende personeel nie indien sodanige werknemers gereeld besoldiging van minstens R40 920 per jaar verdien, of R48 120 per jaar waar die werkewer van sodanige personeel nie 'n geregistreerde voorsorgfonds en 'n geregistreerde mediese hulpfonds voorsien of in stand hou nie. Hierdie perke moet van jaar tot jaar verhoog word met dieselfde persentasie as die verhogings wat toegeken word aan werknemers wat die hoogste loontarief verdien soos in Bylae A van hierdie Ooreenkoms uiteengesit.
- (3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms, uitgesonderd klousules 13 (1) en (2), 16, 17 (1), (2), (3), (4), (5) en (9), 20 en 23, nie van toepassing nie op 'n werkewer wat hoogstens een besigheid bedryf binne die toepassingsbestek van hierdie Ooreenkoms en wat minder as vyf werknemers ten alle tye in diens het in of in verband met sodanige besigheid en wat die toepaslike voorwaardes van die Wet op Basiese Diensvoorwaardes, 1983, nakom: Met dien verstande dat werkende werkewers as werknemers geag word met die doel om die aantal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat waar sodanige werkewer verkies om vrywilliglik by te dra tot enige van die fondse wat deur die Raad geadmestreer word, hy geag word vyf werknemers in diens te hê.

(4) Die bepalings van subklousule (3) is nie van toepassing waar 'n werkewer meer as vier werknemers in sy diens het op datum van aanvang van hierdie Ooreenkoms en daarna sy werknemers na minder as vyf verminder.

(5) Ondanks subklousule (3) mag geen werkewer wat die voordeel benut en gebruik maak van die uitsluiting daarin vervat, daarmee voortgaan vir 'n tydperk van langer as drie jaar nie en by verstryking van die driejaartydperk is al die bepalings van die Ooreenkoms van toepassing op sodanige werkewer en sy werknemers.

(6) Hierdie Ooreenkoms is nie op nie-partye van toepassing nie ten opsigte van klosules 1 (1) (a), 7 (5) (c) (ii) (ab), 25, 41 en 45.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms sal van krag word ten opsigte van die partye op 1 Mei 1998 en ten opsigte van nie-partye op sodanige datum as wat die Minister van Arbeid die Ooreenkoms uitgebrei word na nie-partye en bly van krag tot 30 Junie 2005.

3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms geset is en in die Wet op Arbeidsverhoudinge, 1995, omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; en voorts, tensy onbestaanbaar met die samehang, beteken—

- "Wet" die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995);
- "administratiewe personeel" administratiewe en kantoorwerknemers wat nie regstreeks by die vervaardigings- of verwerkingswerksaamhede betrokke is nie;
- "vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is;
- "oppasser" of "wag" 'n werknemer wat persele of ander eiendom en/of goedere bewaak;
- "los arbeider" 'n werknemer wat minder as 30 uur per week in diens is net om voertuie te laai, hout op te stapel en persele skoon te maak;
- "onderbaas" 'n weeklikse besoldigde werknemer wat aan die hoof staan van die werknemers in 'n seksie of afdeling van 'n bedryfsinrigting waarin hy produktief in diens is, wat beheer oor sodanige werknemers uitoefen, en wat aan die bestuur en onder die algemene toesig van die bestuur daarvoor verantwoordelik is dat die werknemers hul pligte doeltreffend uitvoer;
- "Raad" die Bedingsraad vir die Meubelnywerheid, KwaZulu-Natal, wat geregistreer is of geag word geregistreer te wees ingevolge artikel 29 van die Wet;
- "aangewese ambag" 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, vir die Meubelnywerheid in KwaZulu-Natal aangewys is;
- "versendingsklerk" 'n werknemer wat daarvoor verantwoordelik is om goedere uit 'n magasyn of uit afdelings te ontvang vir versending en wat toesig kan hou oor die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakkette en die massabepaling of adresseer daarvan;
- "tappenklopper" iemand wat tappenne van hout of metaal inslaan;
- "bedryfsinrigting" 'n perseel waar die Meubelnywerheid beoefen word, en dit sluit alle persele in waar 'n persoon enigeen van die klasse werk verrig wat in hierdie Ooreenkoms gespesifiseer word;
- "voorman" en/of "bestuurder" en/of "onderbestuurder" en/of "toesighoudende persoon" 'n werknemer wat in 'n toesighoudende hoedanigheid diens doen en wat 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) op die gebruiklike wyse en gereeld die werk van ander werknemers reël; en/of
 - (c) die bevoegdheid besit om werknemers in diens te neem of te ontslaan of aanbevelings in verband daarmee of in verband met bevorderings of rangverlagings te doen; en/of
 - (d) op die gebruiklike wyse en/of gereeld diskresionêre magte uitoefen; en
 - (e) 'n week- of maandloon betaal word wat minstens gelyk is aan dié vir die hoogste besoldigde werknemer in hierdie Ooreenkoms, uitgesonderd klosule XXI van Bylae A, voorgeskryf; en
 - (f) ten volle betaal word, afgesien daarvan of hy die volle getal werkure wat in hierdie Ooreenkoms voorgeskryf word, gewerk het of nie,

maar uitgesonderd werknemers wat betrokke is by kostberekening, ontwerp, aankoop, beplanning, organisering, reëling en/of kontroleering van die pligte van voormanne en/of toesighouers: Met dien verstande dat, by die afwesigheid van die voorman en/of toesighouer, voornoemde werknemer as die voorman of toesighouer beskou moet word;

"Meubelnywerheid" of **"Nywerheid"**, behoudens die bepalings van die Afbakeningsvasstelling gemaak deur die Nywerheidshof op 1 September 1978, of ander daaropvolgende vasstelling, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en sluit dit onder andere ook die volgende werkzaamhede in:

Herstelwerk, stoffeerwerk, herstoffeerwerk, beitswerk, sputwerk of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne, en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk en houtsnywerk in verband met die vervaardiging en/of herstel van meubels, poleerwerk en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, sputwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, kabinette vir musiekinstrumente en radio- of draadlooskabinette; en ook die vervaardiging of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, bomatrasse, kussings, peule en stoelkussings insluit; en omvat voorts die werkzaamhede wat op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnywerk uitgevoer word in verband met die vervaardiging van meubels; en voorts ook herstelwerk, herstoffeerwerk of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werkzaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel óf gedeeltelik, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word en die vervaardiging van metaalmeubels, met inbegrip van metaalkatels;

"handskuurder" iemand wat met die hand of met 'n blokskuur;

"uurloon" in die geval van 'n ander werknemer as 'n los werknemer, sy werklike weekloon, gedeel deur 44 of dié minder getal ure wat die bedryfsinrigting gewoonlik werk;

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

"arbeider" 'n werknemer wat 'n klas werk verrig wat in klousule XIII van Bylae A hiervan gespesifieer word;

"lamelleerwerk" die saamvoeg van materiale met 'n kleefstof tussen die plat oppervlakte, maar nie die saamvoeg van bo- en onderkante, rakke, deure en sypanele nie;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, wat mintens twee jaar by die Nywerheid in diens is en wat besig is om 'n klas werk te leer wat in sy leerlingseritikaat, wat die Raad ingevolge klousule 28 (3) aan hom uitgereik het, of in 'n vrystellingsertifikaat gespesifieer word;

"leerlingvakman" 'n persoon van 21 jaar of ouer wat minstens twee jaar by die Nywerheid in diens is en wat werkzaam is as leerling op werk in enigeen van die aangewese ambagte soos gespesifieer in die leerlingseritifikaat wat die Raad ingevolge klousule 28 (3) aan hom uitgereik het;

"leerlingverpakker" 'n werknemer wat meubels verpak, wat minder as twee jaar ondervinding in die Meubelnywerheid het en wat onder toesig van 'n verpakker werk;

"masjienderhouderwerktykgundige" 'n werknemer wat uitsluitlik al of enigeen van die volgende werkzaamhede verrig:

Defekte opspoor in masjiene wat gebruik word in of in verband met 'n bedryfsinrigting en sodanige masjiene opknap of herstel of toesig hou oor enigeen van of al hierdie werkzaamhede;

"militêre diens" die diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet verrig;

"nuwe inkomeling" 'n arbeider wat nie voorheen of te eniger tyd in die Meubelnywerheid werkzaam was nie: Met dien verstande dat geen werkgewer wat 'n lid van die KwaZulu-Natal Furniture Manufacturers' Association is 'n nuwe inkomeling in diens mag neem alvorens sodanige werkgewer nie die vakunie eers telefonies genader het vir arbeid en die vakunie nie in staat is om sodanige arbeid binne vyf dae van sodanige telefoonversoek te verskaf nie;

"kantoorwerknemer" 'n werknemer wat klerklike werk verrig en wat nie enigeen van die klasse werk in klousules I tot XV, XVII en XVIII van Bylae A bedoel verrig nie;

"ornament- en sierwaremaker" 'n werknemer wat artikels uit hout vervaardig, en/of sny en/of draai en/of inmekarsit en/of lewer en/of met die hand of masjien poleer;

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

"vennoot" 'n persoon wat as sodanige aangedui word in 'n vennootskapsooreenkoms wat ingevolge klousule 17 as 'n werkgewer geregistreer is of geregistreer moet wees en—

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

(b) wie se naam voorkom as vennoot in die vennootskapsooreenkoms wat by die Raad ingedien is;

"stukwerk" 'n stelsel waarvolgens die loon van 'n werknemer gebaseer word uitsluitlik op die hoeveelheid werk verrig of produksie gelewer;

"proefleerling" 'n werknemer onder die ouderdom van 21 jaar wat werkzaam is in 'n ambag wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is, maar uitgesonderd 'n vakleerling of 'n arbeider;

"besoldiging" 'n bedrag wat betaal word of verskuldig is aan 'n persoon en wat op watter wyse ook al uit diens voortspruit;

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

"magasynman" 'n werknemer wat toesig hou oor voorrade, materiaal of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, nagaan, uitpak en opberging van goedere en die uitreiking van goedere en die hou van registers in verband daarmee;

"beitser" 'n persoon wat 'n doek gebruik om beits op hout aan te wend;

"tydopnemer" 'n werknemer wat daarvoor verantwoordelik is om registers te hou van die tyd wat deur werknemers gewerk word;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klausules 7 en 38D bedoel en vir hom voorgeskryf word in klausule 26 of klausule 38B, na gelang van die geval, of waar 'n werkewer 'n werknemer ten opsigte van sy gewone werkure gereeld 'n hoër bedrag betaal as die bedrag aldus voorgeskryf, sodanige hoër bedrag;

"werkende werkewer" iemand, uitgesonderd 'n vennoot of direkteur in 'n vennootskap of maatskappy wat lid is van die KwaZulu-Natal Furniture Manufacturers' Association, wat self werk verrig in enigeen van die klasse werk soos in Bylae A hiervan bedoel en wat—

- (a) ingevolge klausule 17 as 'n werkewer geregistreer is of moet wees; of
- (b) 'n vennoot is in 'n vennootskap wat ingevolge klausule 17 as 'n werkewer geregistreer is of moet wees;
- (c) 'n direkteur van 'n maatskappy is wat ingevolge klausule 17 as 'n werkewer geregistreer is of moet wees;
- (d) 'n lid/lede van 'n beslote korporasie is wat ingevolge klausule 17 as 'n werkewer geregistreer is of moet wees.

4. STUKWERK

Behoudens klausule 5 van hierdie Ooreenkoms mag geen werkewer van enigeen vereis of hom toe laat om stukwerk te doen nie.

5. AANSPORINGSBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou wees, kan 'n werkewer 'n loon baseer op die hoeveelheid werk verrig of produksie gelewer: Met dien verstande dat sodanige stelsel van besoldiging nie toegelaat mag word nie behalwe in die vorm van 'n aansporingskema oor die bepalings waarvan daar ooreengekom is soos in subklausules (2) en (3) hiervan bepaal.

(2) 'n Werkewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met die vakvereniging wie se lede daarby betrokke is, oor die bepalings van sodanige skema kan ooreengekom.

(3) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waaroer die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee of enigeen van die partye verander of beëindig word nie, tensy die party wat die ooreenkoms wil verander of beëindig die ander party die skriftelike kennis gegee het waaroer die partye ooreengekom het toe hulle sodanige ooreenkoms aangegaan het.

'n Afskrif van 'n ooreenkoms wat ooreenkombig hierdie klausule aangegaan is, moet aan die Raad gestuur word. By beëindiging van so 'n ooreenkoms moet die Raad skriftelik daarvan in kennis gestel word.

(4) 'n Werknemer wat vir 'n tydperk volgens 'n aansporingsbonusskema werkzaam is, moet die volle bedrag betaal word wat hy verdien het volgens die aansporingsbonusloon waaroer daar ingevolge hierdie klausule ooreengekom is.

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

6. BUIТЕWERK

(1) Geen werkewer 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 sodanige werkewer geplaas is en wat bestaan uit die aanbring, inmekaarsit, herstel of poleer van meubels in persele wat die eiendom is van of geokkupeer word deur die persoon vir wie die werk onderneem word.

(2) Geen werknemer wat in die Meubelnywerheid werkzaam is, mag vir eie rekening, hetsy teen vergoeding of nie, werk wat in hierdie Ooreenkoms gespesifieer word, vra, onderneem of verrig nie.

(3) Geen werkewer of werknemer mag werk in verband met die Meubelnywerheid, uitgesonderd dié buitewerk waarvoor daar in subklausule (1) hiervan voorsiening gemaak word, in 'n ander perseel as 'n perseel wat ingevolge die Wet op Beroeps gesondheid en Veiligheid, 1993 (Wet No. 85 van 1993), geregistreer is, of in 'n werkamer wat by die Raad geregistreer is en uitsluitlik vir werk in die Meubelnywerheid gebruik word, onderneem of uitbestee nie.

7. WERKURE

(1) (a) Behoudens andersluitende bepalings in hierdie Ooreenkoms, mag 'n werkgever nie van 'n werknemer uitgesonderd 'n werknemer wat uitsluitlik vir die aflewing van goedere of boodskappe in diens geneem is, vereis of hom toelaat om meer as 44 uur (etenspouses uitgesonderd) in 'n bepaalde week te werk nie.

(b) Die daaglikse werkure mag nie langer wees nie as—

- (i) agt uur 48 minute per dag, van Maandag tot Vrydag, in bedryfsinrigtings wat vyf dae per week werk.
- (ii) agt uur per dag, van Maandag tot Vrydag, en vier uur op Saterdag, in bedryfsinrigtings wat ses dae per week werk.

(c) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir 'n aaneenlopende tydperk van langer 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 aaneenlopend te wees.

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

- (a) gedurende die hele pouse in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele pouse te verlaat nie; of
- (b) gedurende 'n ander tydperk waarin hy op die perseel van sy werkgever is:

Met dien verstande dat as daar bewys word dat so 'n werknemer nie aan die werk was nie en vry was om die perseel te verlaat gedurende 'n gedeelte van die 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.

(3) Elke werkgever moet in sy bedryfsinrigting en op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing in die vorm soos van tyd tot tyd deur die Raad voorgeskryf, vertoon waarin die aanvangs- en uitskeityd van die werk vir elke dag van die week, die etenspouse en dié pouses in die voor- en die namiddag wat in klousule 28 hiervan bedoel word, gespesifieer word.

(4) Hierdie klousule is nie van toepassing op 'n oppasser of wag wie se werknemer hom ten opsigte van elke week diens 'n dag van 24 agtereenvolgende ure diensvry toestaan nie: Met dien verstande dat—

- (i) die werkgever geen bedrag van die oppasser of wag se loon ten opsigte daarvan aftrek nie;
- (ii) die werknemer, in plaas daarvan om so 'n diensvrye dag aan sy oppasser of wag toe te staan, aan so 'n oppasser of wag die loon kan betaal wat hy sou ontvang het as hy nie op dié dag gewerk het nie, plus minstens dubbel sy dagloon ten opsigte van die dag wat nie toegestaan word nie.

(5) Die volgende bepalings is op skofwerk van toepassing:

- (a) Geen gewone skof mag langer as nege en 'n kwart uur per dag of 44 uur per week duur nie;
- (b) daar moet minstens ses uur tussen die agtereenvolgende skofte van 'n werknemer verloop;
- (c) (i) as 'n werknemer 'n tweede of nagskof werk, ongeag wanneer dit begin, moet sy werkgever hom sy gewone besoldiging betaal, plus 15 persent vir elke uur of gedeelte van 'n uur wat hy aldus gedurende sodanige skof gewerk het, met inbegrip van ete- en vervoertoelaes;
- (ii) as 'n werknemer se gewone skof of 'n gedeelte daarvan op 'n openbare vakansiedag met besoldiging gewerk word, moet die betrokke werknemer vir sodanige skof soos volg besoldig word:
 - (aa) As die grootste gedeelte van sodanige skof op sodanige dag gewerk word, moet geag word dat die hele skof op die dag gewerk is en moet die werknemer daarvoor ooreenkomstig klousule 11 besoldig word;
 - (ab) as die kleinste gedeelte van sodanige skof op so 'n dag gewerk word, moet geag word dat die hele skof op 'n weekdag gewerk is en moet die werknemer, behoudens paragraaf (c) (i), vir sodanige skof teen sy gewone loon besoldig word;
- (d) die tyd wat 'n werknemer ná die voltooiing van sy gewone skofwerk, moet, behoudens die voorbehoudsbepalings van klousule II (1) (b), as oortyd geag word en daarvoor moet betaal word ooreenkomstig die tariewe wat in genoemde klousule voorgeskryf word;
- (e) geen tweede of nagskof mag ingevoer en gehandhaaf word in 'n inrigting—
 - (i) sonder voorafgaande kennisgewing aan die Raad nie; en
 - (ii) alvorens die werknemers wat vir sodanige skofwerk in diens geneem gaan word by die Raad geregistreer is nie;
- (f) 'n afsonderlike staat in die vorm soos van tyd tot tyd deur die Raad bepaal, of sodanige ander vorm as wat vir die Raad aanvaarbaar is, moet opgestel word ten opsigte van elke skof wat gewerk word.

8. BEPERKING VAN OORTYDWERK

(1) Daar mag nie oortyd gewerk word nie tensy die werkgewer die Raad vooraf van sy voorneme in kennis gestel het en 'n verwysingsnommer ontvang het, wat op 'n gesikte kennisgewingbord vertoon moet word.

(2) 'n Werkgewer kan van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n tydperk van hoogstens 10 uur in 'n bepaalde week mits hy die Raad daarvan in kennis gestel het soos in Klousule 8 (1) bepaal.

(3) Vir die tyd wat volgens ooreenkoms tussen 'n werkgewer en sy werknemers ingewerk word in plaas van die gewone werktyd wat verlore sal gaan vanweë die sluiting van 'n fabriek slegs op een van die dae in paragrawe (a), (b), (c), (d) en (e) bedoel, moet 'n werknemer teen sy gewone loon besoldig word: Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op die onderskeie dae—

- (a) die eerste twee dae van die Joodse nuwe jaar;
- (b) die Joodse Versoendag;
- (c) die Vrydag na die Dag van Versoening as dit op 'n Donderdag val;
- (d) die Asiatische godsdienstige vakansiedae Eid, Bakri Eid en Diwali;
- (e) Erfenisdag:

Met dien verstande dat enige tyd wat agt uur 48 minute te boven gaan as oortyd beskou moet word en betaal moet word teen dubbel die werknemer se uurlikse loontarief.

9. KORTTYD

(1) Wanneer dit nodig word om werknemers in 'n bedryfsinrigting op korttyd te plaas as gevolg van 'n handelslapte, tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorsien noottoestand, moet 24 uur kennis aan dié werknemers gegee word wat aldus daardeur geraak word.

(2) Wanneer dit as gevolg van 'n grootskaalse kragonderbreking buite die bedryfsinrigting wat veroorsaak dat die werk stilstaan nodig word om werknemers in die bedryfsinrigting op korttyd te plaas, kan die werknemers wat aldus geraak word met een uur kennis vir die duur van die kragonderbreking op korttyd geplaas word: Met dien verstande dat die werknemers wat aldus geraak word ten opsigte van sodanige dag vir minstens vier uur besoldig moet word.

(3) Behoudens subklousule (2) hiervan, moet 'n werknemer wat hom in 'n bepaalde dag op die gewone aanvangsysteem van die bedryfsinrigting vir diens aanmeld en vir wie daar geen werk beskikbaar is nie, ten opsigte van sodanige dag, vir minstens vier uur besoldiging ontvang tensy hy vroeër deur sy werkgewer in kennis gestel is dat sy dienste nie op daardie bepaalde dag nodig sou wees nie.

(4) Hierdie klousule is nie op vakleerlinge of leerlinge van toepassing nie.

10. BETALING VAN BESOLDIGING

(1) Alle besoldiging wat verskuldig is, moet weekliks in kontant in die bedryfsinrigting betaal word binne die half uur voor die sluitingstyd van 'n bedryfsinrigting op Vrydag elke week of by diensbeëindiging as dit voor Vrydag plaasvind. Wanneer Vrydag 'n dag is waarop daar nie gewerk word nie, moet betaling op die laaste werkdag voor sodanige Vrydag geskied.

(2) Alle besoldiging moet aan die werknemers oorhandig word in verseëlde koeverte waarop die naam en adres van die werkgewer en die naam en beroep van die werknemer aangeteken is, en wat 'n opgawe bevat met al die inligting wat hieronder uiteengesit word, of anders moet die besonderhede wat hieronder uiteengesit word op die loonkoevert aangeteken word:

LOONKOEVERT

Naam van werkgewer	Bystandsfondsnommer
Naam van werknemer	Klokkaartnommer
I.D.-nommer van werknemer	
Beroep	Week eindigende

Tarief

	Uur	R	c	R	c
Gewone tyd
Oortyd
Bywoningsbonus
<i>Subtotaal</i>
Plus:					
Vakansiefonds
<i>Belasbare bruto bedrag</i>

Min aftrekkings:

Vakansiefonds .....	.....
Voorsorgfonds (indien van toepassing) .....	.....
Siektebystandsvereniging (indien van toepassing) .....	.....
Sterftefonds .....	.....
L.B.S. ....	.....
W.V.F. ....	.....
Bedingsraadheffing .....	.....
Vakverenigingledegeled (indien van toepassing) .....	.....
<i>Totalle aftrekkings.....</i>	.....
<i>Bedrag betaalbaar.....</i>	.....

(3) Die werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra nie.

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

- (a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en wat bereken is op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het.
- (b) Met die skriftelike toestemming van die werknemer, bedrae vir siekte-, versekerings-, pensioen- of ander dergelike fondse.
- (c) Bydraes ooreenkomstig klousule 16.
- (d) 'n Bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsproses namens 'n werknemer moet betaal.
- (e) Bedrae ten opsigte van bydraes tot die vakvereniging, en wanneer aldus deur die werkgewer afgetrek, moet dit maand vir maand voor of op die 10de dag van elke maand volg op die een ten opsigte waarvan dit betaalbaar is aan die Sekretaris van die Raad betaal word, en dit moet vergesel gaan van 'n vorm wat vir die doel verskaf word soos van tyd tot tyd deur die Raad bepaal. Die geld wat aldus deur die Raad ingevorder word, moet aan die Sekretaris van die National Union of Furniture and Allied Workers of South Africa gestuur word.
- (f) Behoudens klousule 9, wanneer die gewone werkure van 'n werknemer weens korttyd ingekort word, 'n bedrag in verhouding tot sodanige inkorting.

11. BETALING VIR OORTYDWERK EN WERK OF OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) (a) Alle tyd wat daar langer gwerk word as die weeklikse of die daagliks ure soos in klousule 7 (1) bepaal of wat gwerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7 (3) vertoon moet word, word geag oortydwerk te wees.

(b) Indien 'n werknemer in 'n bepaalde week van die werk afwesig is gedurende enigeen van of al die gewone ure van 'n skof of skofte wat in die betrokke bedryfsinrigting gwerk word, kan sodanige ure wat die werknemer nie gwerk het nie, ondanks paragraaf (a), afgetrek word van die oortydure wat gemerk is, en vir die ure wat aldus afgetrek word, moet die werknemer betaal word teen minstens sy gewone loonskaal: Met dien verstande dat—

- (i) indien die getal gewone werkure wat 'n werknemer in 'n bepaalde week van sy werk afwesig is, meer is as die getal oortydure wat hy gwerk het, daar vir al sodanige oortydure betaal kan word teen minstens die werknemer se loonskaal vir gewone werkure; en
 - (ii) indien 'n werknemer van sy werk afwesig is op versoek of op las van die werkgewer, of afwesig is weens siekte of op die Asiatische godsdienslike vakansiedae Eid, Bakri Eid en Divali, hierdie paragraaf nie van toepassing is nie en daar vir die oortydure wat in so 'n geval gwerk word, betaal moet word teen die oortydtarief wat van toepassing is op die oortydure gwerk: Met dien verstande dat 'n werknemer 'n doktersertifikaat moet voorlê as bewys dat hy afwesig was weens siekte.
- (c) 'n Werknemer van wie vereis word om oortyd te werk, moet behoudens subklousule (1) (b) soos volg betaal word:
- (i) Vir alle tyd gwerk na die gewone uitskeityd en tot om 22:00 op 'n dag van Maandag tot Vrydag of tot om 18:00 op Saterdag, tot 16 uur gedurende 'n betaalweek, een en 'n half maal die uurloon van die betrokke werknemer betaal word, en teen dubbeld die uurloon van die betrokke werknemer ten opsigte van alle tyd wat meer is as die 16 uur oortyd in 'n bepaalde betaalweek.

(ii) Vir alle tyd gewerk tussen 22:00 en die gewone aanvangsystyd van Maandag tot Vrydag of na 18:00 op Saterdag, of vir tyd gewerk op Sondae, dubbel die uurloon van die betrokke werknemer betaal word: Met dien verstande dat die werknemer vir werk wat op Sondae verrig word minstens twee maal 'n volle dag se loon betaal moet word. Betaling ooreenkomsdig hierdie subklousule moet geskied soos in klousule 10 (2) voorgeskryf.

(2) 'n Werknemer wat hom veronreg ag oor die wyse waarop enige van die bepalings van subklousule (1) (b) op hom toegepas is, kan na die Raad appelleer teen die besluit op hom toegepas, en die Raad kan na oorweging van die redes wat vir sodanige beslissing aangevoer word, daardie beslissing bekratig of sodanige ander beslissing gee as wat na sy mening in so 'n geval gegee moes gewees het.

(3) 'n Werknemer van wie vereis word om te werk op enige van die vakansiedae, in klousule 13 (1) van hierdie Ooreenkoms gemeld, moet benewens die loon wat ingevolge klousule 13 (1) ten opsigte van elkeen van dié dae aan hom verskuldig is, teen sy gewone loontarief betaal word wat in hierdie Ooreenkoms voorgeskryf word, ongeag dat die vakansiedag op 'n Saterdag val.

12. WERKNEMERS WAT HOËR LOON AS DIE VOORGESKREWE LOON ONTVANG

(1) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as die loon wat voorgeskryf word vir dié klas werk wat hy verrig, moet, solank hy in diens van dieselfde werkgewer bly en dieselfde klas werk verrig, 'n loon ontvang wat nie laer is as die loon wat hy op sodanige datum ontvang het nie: Met dien verstande dat die Raad magtig daar toe kan verleen dat sodanige hoër loon tot die voorgeskrewe loon verlaag word.

(2) 'n Werkgewer moet aan 'n werknemer wie se besoldiging op die datum van inwerkingtreding van hierdie Ooreenkoms hoër is as dié wat voorgeskryf word, 'n verhoging toestaan wat gelyk is aan die verskil tussen die loon vir sy klas in hierdie Ooreenkoms voorgeskryf en dié in die Ooreenkoms wat hierdie Ooreenkoms onmiddellik voorafgegaan het, en dié verhoging, plus die loon wat die werknemer ontvang het op die datum van inwerkingtreding van hierdie Ooreenkoms, is dan die voorgeskrewe werkloon van so 'n werknemer.

(3) 'n Werknemer wat onmiddellik voor sy indiensneming as leerlingvakman 'n hoër loon ontvang het as dié in klousule X van Bylae A voorgeskryf, moet voortgaan om minstens sodanige hoër loon te ontvang solank as wat hy by dieselfde werkgewer in diens is, totdat sodanige loon gelyk is aan of kleiner is as die voorgeskrewe minimum loon, en daarna moet minstens sodanige voorgeskrewe minimum loon betaal word.

13. VAKANSIEDAE EN VAKANSIEFONDS

(1) (a) Nuwejaarsdag, Mensereggedag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Versoeningsdag, Kersdag en Welwillendheidsdag is vakansiedae met besoldiging. Elke werknemer moet vir elk van hierdie vakansiedae, betaal word, self al val hulle op 'n Saterdag. Wanneer 'n vakansiedag op 'n Sondag val, is die volgende Maandag 'n vakansiedag. Betaling moet geskied teen die tarief wat die werknemer sou ontvang het indien dit 'n gewone werkdag was: Met dien verstande dat die tarief vir 'n Saterdag of 'n Sondag egter 8,8 maal sy uurloon moet wees:

(b) In die geval waar 'n werknemer se dienste deur die werkgewer beëindig word hoogstens sewe dae voor Goeie Vrydag, Gesinsdag, of Versoeningsdag is die werknemer geregtig op betaling vir enige van die dae hierbo bedoel, en in die geval van 'n werknemer wie se dienste deur die werkgewer beëindig word sewe dae voor die jaarlikse sluitingsdatum soos in subklousule (2) bepaal, is die werknemer nietemin geregtig op betaling vir Kersdag en Nuwejaarsdag.

(2) (a) Alle bedryfsinrigtings moet op die derde werkdag voor 25 Desember sluit en op die 17de werkdag na sodanige sluiting heropen.

(b) Waar werknemers egter toestem, kan hulle op die twee werkdae voor 25 Desember werk en kan hulle in insgelyks drie werkdae voor die 17de werkdag volgend op die sluiting onder (a) hiervan terugkeer: Met dien verstande dat die verloftydperk van enige werknemer nie minder nie as 14 werksdae is nie.

(c) Bedryfsinrigtings wat tot een week voor die sluitingsdatum soos verwys na in subklousule (a) wil sluit, kan dit doen: Met dien verstande dat sodanige werkgewers die Raad en hul werknemers skriftelik van hul voorgenome sluitingsdatum in kennis stel minstens 30 dae voor sodanige sluiting.

(d) Die Raad moet alle werkgewers jaarliks skriftelik in kennis stel van die laaste werkdag in elke jaar en die eerste werkdag in die volgende jaar.

(3) Die Vakansiefonds (die Fonds) ingestel ingevolge klousule 13 (3) van die Ooreenkoms vir die Meubelnywerheid, Natal, soos gepubliseer by Goewermentskennisgewing No. 1512 van 30 September 1960, word hierby voortgesit.

(4) Elke werkgewer moet aan die Raad op die tyd en wyse in paragraaf (6) (a) bepaal, ten opsigte van elke werknemer en elke werkende werkgewer, maar uitgesonderd los werknemers, en ten opsigte van elke week Vakansiefondsgeld betaal gebaseer op die besoldiging bereken op die wyse soos in subklousule (5) gespesifiseer, behoudens die volgende bepalings:

(a) Die Vakansiefondsgeld moet gelyk wees aan 12,5 persent van die werknemer se besoldiging soos in subklousule (5) omskryf: Met dien verstande dat—

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

- (ii) die werknemer gedurende die eerste week van indiensneming die maksimum getal gewone ure moet gwerk het of geag word te gwerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te gwerk het; of
 - (iii) die werknemer 44 uur of langer in 'n week moet gwerk het of geag word te gwerk het, of die normale gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is: Voorts met dien verstande dat indien 'n werknemer tot 'n halfuur minder as die voornoernde ure per week gwerk het of geag word te gwerk het, hy geag moet word dié ure te gwerk het;
 - (iv) die besoldiging van 'n werkende werkewer vir die toepassing van hierdie klousule geag moet word die loon te wees wat vir die hoogs besoldigde werknemer in hierdie Ooreenkoms voorgeskryf word.
- (b) Die Vakansiefondsgeld moet gelyk wees aan 10 persent van die werknemer se besoldiging soos in subklousule (5) omskryf indien die werknemer 'n kleiner getal gewone ure gwerk het of geag word te gwerk het as die ure wat in paragraaf (a) (iii) bepaal word; of indien die werknemer minder as 40 uur per week gwerk het of geag word te gwerk het, moet die Vakansiefondsgeld gelyk wees aan 7,5 persent van die werknemer se besoldiging soos in subklousule (5) omskryf;
- (c) Die ure wat 'n werknemer voor of na die gewone aanvangs- en/of uitskeityd van die bedryfsinrigting gwerk het, moet, met die oog op die vasstelling van die persentasie Vakansiefondsgeld wat ingevolge paragraaf (a) of (b) verskuldig is, bygevoeg word by die ure wat die werknemer gedurende die gewone aanvangs- en/of uitskeityd van die bedryfsinrigting gwerk het.

(5) (a) Vir die toepassing van hierdie klousule beteken "besoldiging" die totale bedrag wat 'n werknemer met sy werk verdien, en dit word bereken deur die ure wat hy gwerk het of geag word te gwerk het te vermenigvuldig met die toepaslike uurloon of die loontarief per uur, na gelang van wanneer hy dié ure gwerk het, en dit moet die totale bedrag van die besoldiging insluit wat aan 'n werknemer verskuldig is weens 'n onderbetaling van besoldiging wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is.

(b) Die woorde "die ure wat hy gwerk het" in die omskrywing van "besoldiging" in paragraaf (a) beteken die totale ure wat 'n werknemer gedurende 'n bepaalde maand gwerk het of geag word te gwerk het of indien die werknemer nie 'n maand gwerk het nie, dié korter dienstrydperk.

(c) Die uitdrukking "geag word te gwerk het" in die omskrywing van "besoldiging" in paragraaf (a) beteken sodanige tydperk toe dit nie vir die werknemer moontlik was om te werk nie vanweë korttyd of omdat hy besig was met militêre diens vir 'n maksimum tydperk van vier maande, of met vakansieverlof met besoldiging soos in klousule 13 (1) bedoel, of met die toestemming of latere goedkeuring van die werkewer nie gwerk het nie: Met dien verstande dat die bydrae van 12,5 persent nie betaal hoeft te word vir 'n tydperk van afwesigheid van werk weens siekte van langer as 30 dae in 'n bepaalde jaar nie en wat nie 'n tydperk mag wees waartydens 'n werknemer "geag word te gwerk het" nie.

(d) Die uitdrukking "die loontarief per uur, na gelang van wanneer hy dié ure gwerk het" in die omskrywing van "besoldiging" in paragraaf (a) beteken die loontarief betaalbaar per uur ingevolge klousule 7 en 11.

(6) (a) (i) Alle bedrae betaalbaar ingevolge subklousule (4) moet maand vir maand, en wel voor of op die 10de dag van elke maand wat volg op die een ten opsigte waarvan dit betaalbaar is, deur die werkewer aan die Sekretaris van die Raad vir storting in die Vakansiefonds van die Meubelhywerheid, Natal, betaal word. Wanneer sodanige betaling gedoen word, moet die werkewer 'n staat in die vorm soos van tyd tot tyd deur die Raad bepaal.

(ii) 'n Werkewer wat agterstallig is met betalings ingevolge subparagraph (i) en wat, nadat hy skriftelik deur die Raad gewaarsku is, versuim om die uitstaande bedrae binne sewe dae na sodanige waarskuwing aan te stuur moet, nadat die Raad hom dienooreenkomstig skriftelik in kennis gestel het, die bedrae ingevolge hierdie klousule betaalbaar week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag ná die betaaldag van die week ten opsigte waarvan die bedrae betaalbaar is. Die betaling wat ten opsigte van die laaste betaaldag van elke kalendermaand gestuur word, moet vergesel gaan van die staat in subparagraph (i) bedoel. 'n Werkewer op wie hierdie subparagraph toegepas is, kan, slegs nadat hy deur die Raad skriftelik aldus in kennis gestel is, terugkeer tot die betaling van die bedrae wat ingevolge hierdie klousule betaalbaar is op die maandelikse grondslag soos in subparagraph (i) bedoel.

(iii) Indien die Raad 'n bedrag wat ingevolge hierdie klousule betaalbaar is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkewer op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly rente, bereken teen die heersende prima oortrekingskoers van *Eerste Nasionale Bank* per maand of gedeelte daarvan, betaal vanaf die 15de dag tot op die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goeddunke betaling van die rente of 'n gedeelte daarvan kan kwytsekeld.

(b) Die bedrae wat ingevolge subklousule (4) betaalbaar is, moet deur die werkewer inbetaal word benewens die besoldiging wat aan 'n werknemer ingevolge hierdie Ooreenkoms verskuldig is, en dit mag nie van die besoldiging van sodanige werknemer afgetrek word nie.

(c) Die Raad moet aantekening hou van elke werknemer ten opsigte van wie bydraes tot die Vakansiefonds ingevolge subklousule (4) gemaak word en van die bedrag wat ten opsigte van hom aan die Vakansiefonds inbetaal word.

(d) Die Vakansiefonds moet aangewend word vir die uitdeling aan die werknemers, nie voor die eerste Maandag in Desember en nie later as die laaste werkdag voor Versoeningsdag nie, van die bedrag wat die werkewer ten opsigte van sodanige werknemers bygedra het gedurende die jaar wat op die laaste betaaldag in September eindig.

(e) Indien 'n vakleerling vakansiebesoldiging ingevolge hierdie klousule ontvang wat minder is as die besoldiging wat hy sou verdien het indien die bedryfsinrigting nie gesluit was nie en hy die gewone werkure gedurende genoemde verloftydperk gewerk het, moet sy werkewer aan hom, benewens sodanige vakansiebesoldiging, 'n bedrag betaal wat gelyk is aan die verskil tussen sy genoemde vakansiebesoldiging en die bedrag wat hy op die voorname voorwaardes sou verdien het.

(f) Vakansiebesoldiging wat twee jaar lank onopgeëis bly vanaf die datum waarop dit betaalbaar was, val aan die Raad se fondse toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling uit die Raad se fondse van vakansiebesoldiging wat opgeëis word gedurende 'n verdere tydperk van drie jaar nadat dié geld aan die Raad se fondse toegeval het: Met dien verstande dat die Raad van tyd tot tyd na drie jaar van toevalling na die Raad se fondse sodanige bedrae as wat dit nodig ag tot die Gebeurlikheidsreserwerekening oordra. Die doelstelling van hierdie rekening sal wees om werknemers by te staan met hul werkewer se bydraes tot die verskeie Fondse wat deur die Raad geadministreer word in die geval waar sodanige werkewer se waarborg in klousule 17 (6) bedoel, onvoldoende is om sy verpligting teen opsigte van klousule 17 (6) (b) (i) en (iv) na te kom.

(7) (a) Die Fonds moet deur die Raad geadministreer word en alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, moet ten laste van die Raad kom.

(b) Alle gelde wat in die Fonds gestort word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds moet geskied per tjek, getrek op rekening van die Fonds, en sodanige tjeeks moet onderteken word deur twee persone wat behoorlik deur die Raad daartoe gemagtig is. Geld wat tot die Fonds bygedra word, kan op vaste deposito of as onmiddellik opvraagbaar in 'n geregistreerde handelsbank of 'n geregistreerde bouvereniging belê word. Die algemene fondse van die Raad moet gekrediteer word met die rente op sodanige beleggings.

(c) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds te ouditeer. Die Raad moet so gou moontlik na 30 Junie elke jaar 'n rekening opstel van die inkomste en uitgawes van die Fonds vir die vorige 12 maande en 'n staat wat die bates en laste van die Fonds toon, en sodanige rekening en staat moet deur die openbare rekenmeester geouditeer en deur die Voorsitter en die Sekretaris van die Raad medeonderteken word. Die gesertifiseerde rekenings en state en 'n verslag daaroor deur die openbare rekenmeester moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na die eiende van die tydperk waarop dit betrekking het aan die Registrateur: Arbeidsverhoudinge, Pretoria, gestuur word.

(d) In die geval waar hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Fonds deur die Raad geadministreer word totdat dit óf deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n soortgelyke doel as dié waarvoor die oorspronklike Fonds ingestel is, óf voortgesit word in 'n latere ooreenkoms aangegaan binne 'n tydperk van 12 maande vanaf die datum waarop hierdie Ooreenkoms verstryk.

(e) By die likwidasie van die Fonds ingevolge paragraaf (d) moet die geld wat na betaling van alle eise, met inbegrip van administrasie- en likwidasiekoste, nog in die krediet van die Fonds staan, in die algemene fondse van die Raad gestort word.

(f) In die geval waar die Raad ontbind word of in die geval waar hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 32 van die Wet bindend is, moet die Fonds steeds geadministreer word deur 'n Komitee aangewys deur die Raad, bestaande uit die Voorsitter, en Vise-Voorsitter, plus twee werkewer- en twee vakbond verteenwoordigers. 'n Vakature wat in die Komitee ontstaan, kan deur die Raad gevul word uit werkewers en werknemers in die Nywerheid, na gelang van die geval, ten einde gelyke getalle werkewer- en werknemerverteenwoordigers in die Komitee te verseker. In die geval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Raad onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer, van wie een 'n lid van die Fonds of 'n besoldigde beampete van die vakbond is, en die ander een 'n lid van die werkewersorganisasie of 'n besoldigde beampete daarvan is, en tesame is hierdie persoon die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Die Fonds moet by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, of ingevolge artikel 61 (8) van die Wet, watter ook al die eerste geskied, gelikwider word.

(g) 'n Vakture wat ontstaan in die raad van trustees, saamgestel kragtens paragraaf (f), van hierdie klousule, moet op dieselfde wyse gevul word as wat in daardie subklousule bepaal word.

(h) Die trustees moet uit die fonds sodanige redelike gelde betaal word waaroer hulle en die Raad ooreenkom.

(i) By likwidering van die Fonds ingevolge subklousule (7) (d) (i) of (2) van hierdie klousule moet die Bestuurskomitee, likwidateur of die trustees, na gelang van die geval—

- (i) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;
- (ii) alle krediteure, administrasie- en likwidasiekoste uit die Fonds betaal;
- (iii) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan alle lede se rekenings op die wyse in klousule 6 van hierdie Ooreenkoms bepaal;
- (iv) na hierdie finale toewysing ingevolge paragraaf (iii) hiervan die bedrae in die krediet van die lede se rekenings aan sodanige lede uitbetaal asof hulle by afrede die Nywerheid verlaat het.

(j) Ondanks andersluidende bepalings in hierdie Hoofstuk word die bystand verbeur lede ingevolge subklousule (i) (iv) hiervan geregtig geword het maar wat hulle nie opgeëis het binne ses maande vanaf die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit in die algemene fondse van die Raad gestort word: Met dien verstande egter dat die Raad die bevoegdheid het om, in die geval waar 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na goeddunke aan die begunstiges betaling te doen uit die geld wat aan die fondse van die Raad verbeur is.

14. VERSKAFFING VAN GEREEDSKAP

- (1) Meubelmakerwerkbanke, klampe, handskroewe, lympotte en alle kwaste moet deur die werkgewer voorsien word.
- (2) Die werkgewer moet op eie koste die gereedskap van die meubelmakers in sy diens verseker teen verlies of vernietiging deur brand of inbraak op die perseel. Elke meubelmaker moet, wanneer nodig, 'n opgawe voorlê van die gereedskap wat hy besit asook sodanige inligting as wat die versekeraars van tyd tot tyd vereis.

15. VRYSTELLINGS

(1) Algemeen

- (a) Die Raad kan om 'n afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen, en as aansoek om vrystelling gedoen word deur 'n nie-party by die Raad, en die onafhanklike liggaam wat ingestel is ingevolge subklousule (2) hiervan, hierna die Vrystellingsraad genoem, die Raad versoek om dit wel te verleen moet die Raad sodanige vrystelling verleen.
- (b) Alle aansoeke om vrystelling moet skriftelik geskied, in die voorgeskrewe vorm soos van tyd tot tyd deur die Raad bepaal en moet aan die Sekretaris van die Raad gerig word.
- (c) Alle aansoeke om vrystelling moet gestaaf en ten volle gemotiveer word en moet, onder andere, die volgende besonderhede insluit:
 - (i) Die tydperk waarvoor die vrystelling benodig word;
 - (ii) Die betrokke Ooreenkoms en klosules of subklousules van die Ooreenkoms ten opsigte waarvan vrystelling verlang word;
 - (iii) Bewys dat die vrystelling waarom aansoek gedoen word, bespreek is deur die werkgewer, sy werknemers en hul onderskeie verteenwoordigers. Die reaksie wat uit sodanige konsultasies voort gevloei het, het self ten gunste of teen die aansoek, moet by die aansoek ingesluit word.
- (d) Die Raad of die Vrystellingsraad, na gelang van die geval, moet, ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die geldigheidsduur van sodanige vrystelling bepaal: Met dien verstande dat die Raad, in die geval van 'n vrystelling aan 'n party-werkgewer of -werknemer, en die Vrystellingsraad, in die geval van 'n vrystelling aan 'n nie-party-werkgewer of -werknemer, na goeddunke, nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek.
- (e) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n vrystellingsertifikaat uitreik, onderteken deur die Voorsitter en die Sekretaris van die Raad, waarin die volgende gemeld word:
 - (i) Die volle naam van die betrokke persoon;
 - (ii) die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling verleen word;
 - (iii) die voorwaardes wat kragtens subklousule (d) gestel is;
 - (iv) die geldigheidsduur van die vrystelling;
 - (v) die rede vir die verlening van die vrystelling.
- (f) Die Sekretaris van die Raad moet—
 - (i) alle sertifikate wat uitgereik word in volgorde nommer;
 - (ii) 'n afskrif bewaar van elke sertifikaat wat uitgereik word; en
 - (iii) waar 'n vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

(2) Vrystellingsraad

- (a) *Instelling:* Ingevolge artikel 32 van die Wet stel die Raad hierby 'n Vrystellingsraad in om aansoeke om vrystelling van nie-partye van die bepalings van die Ooreenkoms om 'n afdoende rede te oorweeg.
- (b) *Samestelling van die Vrystellingsraad:* Die Vrystellingsraad moet bestaan uit 'n voorsitter en vier lede, waarvan elk 'n plaasvervanger kan hê.
- (c) *Aanstelling van voorsitter:* Die Vrystellingsraad moet 'n voorsitter aanstel wat nie 'n party of lid van 'n party by die Bedingsraad is nie en wat, na die mening van die Raad, algemeen aanvaarbaar sal wees vir werknemers en werkgewers in die Meubelnywerheid.

- (d) *Beëindiging van aanstelling van Voorsitter:* Die amp van Voorsitter raak vakant indien—
- (i) hy bedank;
 - (ii) hy versium om sonder grondige rede twee agtereenvolgende vergaderings van die Vrystellingsraad by te woon;
 - (iii) hy 'n party of 'n lid van 'n party by die Bedingsraad word; of
 - (iv) die vakature as gevolg van enige wetlike rede ontstaan.
- (e) *Aanstelling van lede van die Vrystellingsraad:* Die Bedingsraad moet die instellings gelys in die bylae wat ingevolge artikel 207 van tyd tot tyd gepromulgeer word, versoek om lede en plaasvervangers vir die Vrystellingsraad te nomineer.
- (f) *Beëindiging van lidmaatskap van die Vrystellingsraad:* 'n Lid se pos raak vakant as—
- (i) hy bedank;
 - (ii) hy versium om sonder grondige rede twee agtereenvolgende vergaderings van die Vrystellingsraad by te woon;
 - (iii) hy 'n party of 'n lid van 'n party by die Bedingsraad word; of
 - (iv) die vakture as gevolg van enige wetlike rede ontstaan.
- (g) *Pligte van voorsitter:* Die voorsitter moet alle vergaderings van die Vrystellingsraad lei en tesame met die Sekretaris van die Vrystellingsraad, na raadpleging met die lede, die tyd, datum en plek vir vergaderings van die liggaam vasstel. Hy moet verseker dat lede hul oordeel behoorlik uitoefen met die toestaan van vrystellings en dat hulle voldoen aan die vereistes van klausule 15 van hierdie Ooreenkoms.
- (h) *Pligte van die Vrystellingsraad:* Die liggaam moet elke aansoek om vrystelling van die bepalings van die Ooreenkoms oorweeg met inagneming van die maatstawwe soos in subklousule (2) (i) hieronder uiteengesit, en moet besluit of die aansoek om vrystelling toegestaan moet word en, indien wel, onder watter omstandighede en vir watter tydperk. In die geval waar minder as twee derdes van die lede teenwoordig wat die reg het om in die vergadering te stem waar die besluit geneem moet word, ten gunste van die aansoek stem, moet die aansoek afgekeur word. Die Vrystellingsraad moet volle redes ingevolge die maatstawwe uiteengesit in (2) (i), verskaf vir sy besluit. 'n Beslissing moet binne 30 dae na die aansoek gemaak word, tensy die aansoeker toestem tot 'n verlenging van die tydperk.

Die Vrystellingsraad kan verdere inligting van die aansoeker of die Bedingsraad aanvra ten einde tot 'n besluit te kom.

Indien 'n lid van die Vrystellingsraad enige persoonlike belang in die uitslag van die vrystelling wat oorweeg word het, moet hy sodanige belang/e verklaar vóór die aansoek oorweeg word.

- (i) *Maatstawwe wat toegepas moet word deur die Vrystellingsraad wanneer dit aansoeke om vrystelling oorweeg:* Die Vrystellingsraad moet die volgende maatstawwe toepas wanneer dit aansoeke om vrystelling oorweeg:
- (i) Die aansoek om vrystelling mag nie indruis met die gronddoeleindes van die Wet nie.
 - (ii) Dit mag nie vrystelling verleen nie tensy dit tot die slotsom gekom het dat versium om die aansoek toe te staan die aansoeker ernstig sal benadeel.
 - (iii) Dit moet die belangte van die Nywerheid oorweeg en in ag neem of die toestaan van die vrystelling—
 - (aa) die kollektiewe bedingsproses onredelik sal ondermyn;
 - (ab) werksekerheid in die algemeen nadelig sal raak;
 - (ac) sal indruis teen regverdig kompetisie tussen vervaardigers in die Nywerheid;
 - (ad) sal indruis teen regverdig mededinging om werksgeleenthede tussen werkers in die Nywerheid;
 - (ae) onregverdig uitbuiting van werkers sal aanmoedig;
 - (af) sal veroorsaak dat gesondheid en veiligheid nadelig geraak word;
 - (ag) onderrig in die Nywerheid sal ondermyn.
 - (iv) In die geval waar die aansoeker 'n vervaardiger is, moet die Vrystellingsraad in ag neem hoe die toestaan van 'n aansoek die volgende sal raak:
 - (aa) finansiële posisie;
 - (ab) mededingende posisie;
 - (ac) produktiwiteit;
 - (ad) werknemers se werksekerheid;
 - (ae) werknemers se lewenstandaarde; en

- (af) werknemers se voordele ingevolge die Ooreenkoms van die Bedingsraad.
- (v) Die Vrystellingsraad moet in ag neem in watter mate die toestaan van vrystelling die geleentheid tot uitbuiting van werkers sal bied.
- (vi) Die Vrystellingsraad moet in ag neem in watter mate die toestaan van vrystelling die lewensvatbaarheid van die fondse of skemas bestuur deur die Bedingsraad geraak sal word;
- (vii) Die Vrystellingsraad moet in aanmerking neem of die toestaan van enige vrystelling arbeidsverhoudinge nadelig sal beïnvloed op sektorale gebied.

16. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 10c per week aftrek van die loon van elkeen van sy werknemers wat binne die toepassingbestek van hierdie Ooreenkoms val. Die werkgewer moet by die bedrag wat aldus aftrek is 'n gelyke bedrag voeg en die totale bedrag voor of op die 10de dag van elke maand aan die Sekretaris van die Raad stuur en terselfdertyd sy loonregister of 'n uittreksel daaruit voorlê wat die name van die werknemers aantoon asook die tydperk wat elkeen gewerk en die bedrag wat hy verdien het ten opsigte van die bedrag wat aangestuur is.

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

(3) Indien die Raad 'n bedrag verskuldig ingevolge subklousule (1) nie ontvang teen die 15de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly, rente, bereken teen die heersende prima oortrekkingskoers van *Eerste Nasionale Bank*, per maand of gedeelte daarvan betaal vanaf dié 15de dag tot op die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad na goeddunke betaling van sodanige rente of 'n gedeelte daarvan kan kwytскeld.

(4) Die Raad is daarop geregtig om van 'n werkgewer alle gelde te verhaal wat deur die Raad uitbetaal is ten opsigte van regskoste en uitbetelings gemaak in die verhalings van enige gelde deur die werkgewer afgetrek van sy werknemers maar nie aan die Raad oorbetaal is ingevolge hierdie Ooreenkoms nie, teen die toepaslike prokureur-en-kliënt-skaal.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgewer moet, as hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf die datum waarop hy met sy werkzaamhede begin, aan die Sekretaris van die Raad die volgende besonderhede stuur, wat op skrif gestel en deur die werkgewer onderteken moet wees:

- (a) Sy volle naam (waar die onderneming 'n maatskappy of 'n venootskap is, moet die volle naam van die verantwoordelike bestuurder en/of die volle name van die vennote verstrek word);
- (b) die adres waar die sakeonderneming bedryf word en die woonadresse van die persone in paragraaf (a) bedoel;
- (c) die bedryf of bedrywe wat hy in die Nywerheid beoefen;
- (d) die name van sy werknemers en die beroepe waarin hulle werkzaam is.

(2) Waar die werkgewer 'n venootskap of beslote korporasie is, moet die inligting wat ooreenkomsdig subklousule (1) in verband met elkeen van die vennote/leder vereis word, asook die naam waaronder die venootskap/beslote korporasie sake doen, tesame met 'n afskrif van die venootskapsoreenkoms/registrasiesertifikaat van die beslote korporasie, verstrek word.

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

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

(5) Daarbenewens moet elke werkgewer hom by die Werkloosheidversekeringskommisaris en die Vergoedingskommisaris laat registreer ten opsigte van sodanige vereistes as die waarvoor daar van tyd tot tyd voorsiening in wetgewing gemaak word.

(6) (a) Elke werkgever in die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgever wat ná genoemde datum tot die Nywerheid toetree, moet binne sewe dae ná sodanige datum of ná die datum waarop so 'n werkgever met sy werksaamhede begin, na gelang van die geval, 'n kontantbedrag of waarborg by die Raad deponeer wat vir die Raad aanvaarbaar is, ten einde die besoldiging ten opsigte van sy werkemers soos volg te dek:

- (i) Een week se lone;
- (ii) 13 weke se heffings en bydraes ten opsigte van—
 - (aa) die Vakansiefonds ingevolge klousule 13;
 - (ab) heffings aan die Raad ingevolge klousule 16;
 - (ac) die Opleidingsfonds ingevolge klousule 4 van die Opleidingsfondsooreenkoms;
 - (ad) die Voorsorgfonds ingevolge klousule 4 van Hoofstuk II van die Voorsorgfondsooreenkoms.

Met dien verstande dat die minimum bedrag in kontant of ten opsigte van die waarborg aldus gedeponeer R500 moet wees.

(b) Waar 'n werkgever wat by die Nywerheid betrokke is op die datum van inwerkingtreding van hierdie Ooreenkoms minstens ses maande voor sodanige datum nie agterstallig was met geld wat ingevolge hierdie Ooreenkoms verskuldig is nie, moet hy vrygestel word van hierdie klousule: Met dien verstande dat indien hy met hierdie betalings agterstallig raak die vrystellings ingetrek moet word.

(7) Waar die kontantbedrag of waarborg deur die werkgever gedeponeer onvoldoende is om die betaling van lone, heffings en bydraes te dek soos in subklousule (6) bedoel, moet die werkgever in opdrag van die Raad die kontantbedrag of waarborg verhoog tot 'n bedrag wat voldoende is om dié betalings te dek. 'n Werkgever moet toegelaat word om die kontantbedrag of waarborg, na gelang van die geval, te verminder waar 'n vermindering van die getal werkemers by sodanige werkgever in diens dit regverdig: Met dien verstande dat geen vermindering van die kontantbedrag of waarborg vereis of toegelaat mag word met tussenpose van minder as ses maande nie; Voorts met dien verstande dat die minimum bedrag op 'n bepaalde tyd minstens R500 moet wees.

(8) Die Raad kan 'n kontantbedrag of waarborg wat 'n werkgever ingevolge subklousule (6) by die Raad gedeponeer het, aanwend ter betaling van die bedrag wat so 'n werkgever aan die Raad verskuldig is ten opsigte van heffings en bydraes, of ter betaling van alle lone wat so 'n werkgever aan een of meer van sy werkemers verskuldig is waar die Raad daarvan oortuig is dat sodanige lone deur die betrokke werkgever aan die betrokke werkemers verskuldig en betaalbaar is: Met dien verstande dat die totale eis ten opsigte van een of meer werkemers hoogstens soveel is as die totale kontantbedrag of waarborg wat by die Raad gedeponeer is: Voorts met dien verstande dat die bedrag wat 'n werkemper geregtig is om as loon te eis hoogstens dié gedeelte van die kontantbedrag of waarborg mag wees wat by die Raad gedeponeer is en wat die loon verteenwoordig.

(9) Geen werkgever mag 'n werkemper in diens neem nie, tensy hy homself daarvan oortuig het dat sodanige werkemper by die Raad geregistreer is en dokumentêre bewys van sodanige registrasie kan lewer. Los arbeiders word uitgesluit.

18. WERKENDE WERKGEWERS

Alle werkende werkgewers moet klousules 7 (1) en 8 nakom.

19. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in twee amptelike tale op 'n opvallende plek in sy bedryfsinrigting waar sy werkemers maklik toegang daartoe het, opplaak en opgeplak hou.

20. BYHOU VAN AANTEKENINGE

(1) 'n Werkgever moet, in die vorm soos neergelê in LRA-vorm 9.1 soos gepubliseer by Goewermentskennisgewing No. R. 1737 van 1 November 1996, of in die vorm en op die wyse deur die Raad goedgekeur, aantekeninge hou betreffende—

- (a) die tyd deur elke werker gewerk;
- (b) die besoldiging aan elke werkemper betaal; en
- (c) alle ander besonderhede wat bepaal word.

(2) Elke werkemper van wie dit vereis word, moet in die aantekeninge in subklousule (1) bedoel dié inskrywings maak wat voorgeskryf word.

(3) 'n Werkgever moet alle aantekeninge ingevolge subklousule (1), of 'n mikroreproduksie daarvan, vir 'n tydperk van minstens drie jaar bewaar.

21. VAKBONDVERTEENWOORDIGERS IN DIE RAAD

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

22. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers mening uitspreek en beslissings gee wat nie met die bepalings daarvan onbestaanbaar is nie.

23. TOEPASSING VAN DIE OOREENKOMS EN SKIKKING VAN DISPUTE

(1) Die Raad kan een of meer bepaalde persone aanstel en hulle benoem vir aanstelling deur die Minister as aangewese agente, om behulpsaam te wees met die toepassing van hierdie Ooreenkoms.

(2) Indien 'n disputuut oor die interpretasie of aanwending, insluitend die toepassing daarvan, van enige bepaling van die Ooreenkoms ontstaan, kan enige party by die disputuut dit skriftelik na die Raad verwys.

(3) Die party wat die disputuut verwys, moet die Raad oortuig dat 'n afskrif van sodanige verwysing aan alle partye betrokke by die disputuut beteken is.

(4) Die Raad moet poog om die disputuut deur middel van arbitrasie te besleg.

(5) Die Sekretaris van die Raad kan dit van 'n aangewese agent verlang om 'n disputuut te ondersoek.

(6) Die aangewese agent moet die feite van die disputuut ondersoek en as die aangewese agent rede het om te glo dat die bepalings van die Ooreenkoms oortree is, kan hy probeer om voldoening aan die vereistes deur konsiliarie te bekom.

(7) Die aangewese agent moet binne sewe dae 'n skriftelike verslag by die Sekretaris indien waarin die stappe gedoen om voldoening te verkry, en die uitslag daarvan, getoon moet word.

(8) Indien die disputuut na 30 dae nog nie gesik is nie, kan enige party by die disputuut die Sekretaris van die Raad versoek om die disputuut vir arbitrasie na 'n geakkrediteerde agentskap deur die Raad aangestel te verwys.

(9) Indien 'n aangewese agent gedurende die uitvoering van sy pligte 'n oënskynlike oortreding van die Ooreenkoms teenkom, moet die aangewese agent—

(a) die beweerde of vermeende skending ondersoek;

(b) poog om voldoening met die vereistes van die Ooreenkoms te verkry; en

(c) 'n verslag by die Sekretaris indien waarin die stappe wat gedoen is om voldoening te verkry, en die resultaat daarvan, aangetoon word.

(10) By ontvangs van die verslag kan die Sekretaris—

(a) die aangewese agent gelas om verdere ondersoek te doen; of

(b) as verdere versoening blyk nodig te wees, die aangeleentheid na die Raad verwys vir versoening; of

(c) 'n voldoeningbevel uitreik; of

(d) die disputuut na 'n geakkrediteerde agentskap verwys vir arbitrasie.

(11) Die Sekretaris kan aansoek doen dat die arbitrasietoekenning 'n hofbevel deur die Arbeidshof ingevolge die artikel 158 (1) van die Wet gemaak word.

(12) Die bepalings van hierdie disputuutprocedure bly van krag benewens enige ander regsmiddel waardeur die Raad sy Oorekomste kan toepas.

24. LEDEGELD VAN VAKBOND

(1) Elke werkgewer moet van die lone van al sy werknemers (uitgesonderd los werknemers) wat lede van die vakbond is, die bydraes aftrek wat ooreenkomstig die konstitusie van die vakbond aan die vakbond betaalbaar is.

Behoudens subklousule (2) moet alle bedrae wat ooreenkomstig hierdie klousule betaalbaar is maand vir maand vóór of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan die aftrekkings betaalbaar is deur die werkgewer aan die Sekretaris van die Raad gestuur word. Wanneer die werkgewer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat van tyd tot tyd deur die Raad bepaal word.

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

25. LIDMAATSKAPBYDRAES—KN.F.M.A.

(1) Elke werkgewer wat 'n lid van die KwaZulu-Natal Furniture Manufacturers' Association is, moet ledegelde sesmaandeliks vooruitbetaal ten opsigte van lidmaatskap, welke ledegeld jaarliks bereken word ooreenkomstig 'n staat aan hom versaf deur genoemde organisasie, gebaseer op die aantal persone in sy diens met sluiting van werksaamhede in Desember en Junie.

(2) Die bedrag ledigeld aldus bereken, moet deur die werkewer aan die Sekretaris van die Raad betaal word jaarliks voor of op 10 Januarie en 10 Julie, onderskeidelik. Wanneer sodanige betaling gemaak word, moet die werkewer die aantal werknemers in diens en die berekende betaalbare bedrag onderaan die maandelikse opgawes aan die Raad vir Desember en Junie aanbring.

(3) Die bedrag bereken ingevolge (1) en (2) hiervan moet jaarliks getel word by die totaal van kolomme 19, 21, 27, 28 en 32 van die vorm soos deur die Raad bepaal vir opgawes wat by die Raad ingedien moet word ten opsigte van Desember en Junie.

26. LONE

Behoudens klosule 10 geld die volgende:

- (1) Geen lone wat laer is as dié wat in Bylae A, en in die geval van drywers dié voorgeskryf in klosule 38B van hierdie Ooreenkoms, mag deur die werkewer betaal en deur 'n werknemer aangeneem word in Gebied A (hierna genoem die Stedelike Gebied) nie.
- (2) Geen werkewer mag lone betaal en geen werknemer mag lone aanneem in Gebiede B & C (hierna genoem die Nie stedelike Gebied) wat laer is as die volgende nie:
 - (a) 50% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk eindigend 30 Junie 1999;
 - (b) 55% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk 1 Julie 1999 tot 30 Junie 2000;
 - (c) 60% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk 1 Julie 2000 tot 30 Junie 2001;
 - (d) 65% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk 1 Julie 2001 tot 30 Junie 2002;
 - (e) 70% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk 1 Julie 2002 tot 30 Junie 2003;
 - (f) 75% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk 1 Julie 2003 tot 30 Junie 2004;
 - (g) 80% van die lone voorgeskryf in Bylae A of klosule 38B gedurende die tydperk 1 Julie 2004 tot 30 Junie 2005.

27. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

28. LEERLINGE EN LEERLINGVAKMANNE

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

(2) Aansoek om toestemming om as leerling of leerlingvakman te werk, moet op die voorgeskrewe vorm aan die Raad gerig word en moet vergesel gaan van 'n dokterssertifikaat in die vorm soos tyd tot tyd deur die Raad bepaal. Die koste van die mediese ondersoek moet deur die Raad gedra word.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as leerling of leerlingvakman te werk, 'n sertifikaat uitreik waarin die naam en ouderdom van die werknemer, die klas werk waarvoor hy in diens geneem word, die minimum loon wat aan hom betaalbaar is, die naam van die werkewer en die tydperk waarvoor die toestemming van krag is, gemeld word.

(4) 'n Duplikaat van elke sertifikaat wat ingevolge subklosule (3) uitgereik word, moet verstrek word aan die werkewer wat dit aan die Raad moet terugbesorg wanneer dit nie meer van krag is nie.

(5) By die bepaling van die minimum loon wat aan 'n leerling of 'n leerlingvakman betaalbaar is, kan alle vorige ondervinding in die Nywerheid na goeddunke van die Raad in aanmerking geneem word.

(6) (a) 'n Leerling of 'n leerlingvakman mag nie gedurende sy leertyd langer as drie maande dieselfde werk verrig sonder dat die Raad goedkeuring daartoe verleen nie.

(b) Die klasse werk ten opsigte waarvan leerlinge in beddegoedmakery aangeneem word, is—

(i) die vleg van veerdraadmaas; en

(ii) die maak van matrasse.

(c) Die klasse werk ten opsigte waarvan leerlinge in naaiers- of naaiesterswerk aangeneem word, is—

(i) glipsteekwerk, die stik en/of aanmekaarwerk van oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne; en

(ii) die sny van matrasslope en oortreksels en kussings.

(7) Die Raad kan op aansoek magtiging verleen vir die indiensneming van leerlinge of leerlingvakmanne in die volgende getalsverhouding:

- (a) Een leerling vir elke twee volwasse werknemers wat die loon ontvang wat in klousules XI (1) en XII (3) van Bylae A van hierdie Ooreenkoms bepaal word;
- (b) Een leerlingvakman vir elke twee of deel van drie werknemers wat die loon ontvang wat in klousules I (1), II, III, IV (1), V (1), VI (1), VII, VIII, IX (1) en XII (1) van Bylae A voorgeskryf word en wat in diens is in die ambag waarin die leerlingvakman opgelei moet word.
- (c) Ondanks die bepalings van paragrawe (a) en (b) van hierdie subklousule, mag die indiensneming van leerlinge nie bekragting word nie tensy die betrokke werknemer(s) minstens 12 agtereenvolgende maande in die Nywerheid gewerk het.

(8) Waar die Raad daarvan oortuig is dat daar behoorlike fasilitete bestaan vir die opleiding van leerlinge of leerlingvakmanne en die vereiste getal werknemers wat die lone ontvang soos in subklousule (7) (a) of (b) gespesifieer nie beskikbaar is nie, kan die getalsverhouding van leerlinge vergroot word.

(9) Die Raad het die reg om wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasilitete verskaf word nie, of om 'n ander afdoende rede, 'n sertifikaat wat kragtens hierdie klousule uitgereik is na een week skriftelike kennisgewing aan die werkewer en die werknemer in te trek, afgesien daarvan of die tydperk waarvoor toestemming verleent is verstryk het of nie.

(10) Leerlinge of leerlingvakmanne word nie toegelaat in bedryfsinrigtings wat nie vir 'n aaneenlopende tydperk van minstens 12 maande bestaan nie of ten opsigte waarvan die Raad afdoende rede het om te vermoed dat sodanige bedryfsinrigting geen toereikende fasilitete vir die opleiding van leerlinge het nie.

(11) (a) Die leertyd vir die klasse werk in subklousule (6) (b) en (c) bedoel, is twee jaar, in vier tydperke van ses maande.

(b) Die leertyd vir die klasse werk in subklousule 7 (b) bedoel, is drie jaar.

(12) Ondanks die verstryking van vorige ooreenkoms vir die Nywerheid moet die Raad voortgaan om leerlingsertifikate te administreer wat kragtens sodanige vorige ooreenkoms uitgereik is, totdat sodanige sertifikaat weens tydsverloop verval het of op 'n ander manier deur die Raad gekanseleer of ingetrek is.

29. POUSES IN DIE VOOR- EN NAMIDDAG

Daar moet aan elke werknemer 'n pouse van 10 minute in die voor- en die namiddag toegestaan word en 'n verdere 10 minute as daar langer as een uur oortyd gewerk word, wat gereken moet word as tyd gewerk.

30. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

'n Werknemer wat op 'n bepaalde dag werk verrig waarvoor verskillende lone voorgeskryf word, moet vir al die ure op sodanige dag gewerk die hoogste loon betaal word wat vir sodanige werk voorgeskryf word.

31. LOONVERMINDERING

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

(2) Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning van sy werkewer of van 'n plek deur sy werkewer aangewys, te ontvang nie of om goedere van sy werkewer te koop of eiendom van hom te huur nie.

32. BEËINDIGING VAN DIENSKONTRAK

(1) (a) 'n Werkewer of werknemer moet een week vooraf kennis gee om 'n dienskontrak te beëindig: Met dien verstande dat die reg van 'n werkewer of 'n werknemer of om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie hierdeur geraak word nie.

(2) (a) Wanneer 'n werkewer beoog om een of meer werknemers te ontslaan weens redes gegrond op die werkewer se bedryfsvereistes, moet die werkewer oorleg pleeg—

- (i) met iemand met wie die werkewer volgens voorskrif van 'n kollektiewe ooreenkoms oorleg moet pleeg;
- (ii) indien daar geen sodanige kollektiewe ooreenkoms is nie, met 'n werkplekforum, indien die werknemers wat waarskynlik deur die beoogde ontslag geraak sal word, in diens is in 'n werkplek ten opsigte waarvan daar 'n werkplekforum is; of
- (iii) indien daar geen sodanige werkplekforum is nie, met 'n geregistreerde vakbond wie se lede waarskynlik deur die beoogde ontslag geraak sal word;
- (iv) indien daar nie so 'n vakbond is nie, met die werknemers wat waarskynlik deur die beoogde ontslag geraak sal word of met hulle verteenwoordigers wat vir daardie doel benoem is.

- (b) Die oorlegplegende party moet poog om eenstemmigheid oor die volgende te bereik:
- (i) Geskikte maatreëls om—
 - (aa) die ontslag te vermy;
 - (ab) die getal persone wat ontslaan word, tot die minimum te beperk;
 - (ac) die tydsberekening van die ontslag te verander; en
 - (ad) die nadelige gevolge van die ontslag te versag;
 - (ii) die metode vir die selektering van die werknemers wat ontstaan gaan word; en
 - (iii) uittreeloon vir die ontslange werknemers.
- (c) Die werkgewer moet aan die ander oorlegplegende party skriftelik alle tersaaklike inligting verstrek met inbegrip van, maar nie beperk nie tot—
- (i) die redes vir die beoogde ontslag;
 - (ii) die alternatiewe wat die werkgewer oorweeg het voordat hy ontslag voorgestel het, en die redes waarom elk van daardie alternatiewe verwerp is;
 - (iii) die getal werknemers wat waarskynlik geraak gaan word en die werkkategorieë waarin hulle in diens is;
 - (iv) die voorgestelde metode vir die selektering van welke werknemers ontslaan moet word;
 - (v) die tydstip wanneer, of die tydperk waartydens, ontslag waarskynlik van krag sal word;
 - (vi) die voorgestelde uittreeloon;
 - (vii) enige bystand wat die werkgewer beoog om die werknemers wat waarskynlik ontslaan gaan word, aan te bied; en
 - (viii) die moontlikheid van die toekomstige herindiensneming van die werknemers wat ontslaan word.
- (d) Die bepalings van artikel 16 van die Wet, saamgelees met die veranderinge wat in die konteks nodig is, is van toepassing op die openbaarmaking van inligting ingevolge paragraaf (3) hiervan.
- (e) Die werkgewer moet gedurende die oorlegpleging die ander oorlegplegende party 'n geleentheid bied om vertoe te rig oor enige aangeleentheid waaroor oorleg gepleeg word.
- (f) Die werkgewer moet die vertoe wat deur die ander oorlegplegende party gerig is, oorweeg en daarop reageer, en indien die werkgewer nie daarmee eens is nie, moet die werkgewer redes daarvoor verstrek.
- (g) Die werkgewer moet die werknemers wat ontslaan staan te word, selekteer volgens selekteringsmaatstawwe—
- (i) waaroor die oorlegplegende partye ooreengekom het; of
 - (ii) wat, indien daar nie oor maatstawwe ooreengekom is nie, billik en objektief is.
- (3) In elke ander geval, wanneer dit nodig word om werknemers af te lê, moet daar een week vooraf kennis aan sulke werknemers gegee word: Met dien verstande dat waar 'n werknemer aldus afgelê word, 'n werkgewer nie so 'n werknemer, in daardie selfde klas werk, binne vier weke mag vervang sonder om eers die pos aan die werknemer wat aldus afgelê is aan te bied nie: Voorts met dien verstande dat sodanige werknemer hom binne 48 uur nadat die vakbond, of, in die geval van 'n nie-party-werkgewer, die werknemer, in kennis gestel is, vir diens aanmeld: Voorts met dien verstande dat geen werknemer afgedank mag word as gevolg van korttyd tensy sodanige werknemer minder as 35 ure gewone tyd in die betaalweek wat sodanige aflegging voorafgaan, gwerk het nie.
- (4) Werknemers wat ingevolge subklousules (2) of (3) hiervan afgelê word, moet 'n afbetelings-oorbodigheidstoelae gelykstaande met een week se normale lone vir elke voltooide diensjaar betaal word, tot 'n maksimum van 12 weke.
- (5) Ondanks subklousule (1) kan 'n werkgewer en 'n werknemer ooreengekom om vir 'n langer tydperk as een week kennis te gee. Versuim om so 'n reëling na te kom, is 'n oortreding van hierdie klousule, mits sodanige ooreenkoms skriftelik bekratig is.
- (6) 'n Werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur, in plaas van kennisgewing, 'n bedrag gelyk aan minstens die loon vir een week of vir sodanige langer tydperk waaroor die werkgewer en sy werknemer kragtens subklousules (2) en (3) ooreengekom het, aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval.
- (7) Die kennisgewing in subklousules (1), (2) en (3) bedoel, mag nie saamval nie met of mag nie gegee word nie gedurende—
- (a) 'n tydperk van militêre diens;
 - (b) die vakansietydperk in klousule 13 (2) bedoel;
 - (c) 'n tydperk van siekte van hoogstens twee weke in 'n bepaalde jaar.
- (8) Die bepalings van subklousules (1), (2), (3), (4), (5) en (6) is nie van toepassing gedurende die eerste twee weke diens van 'n werknemer nie, gedurende welke tydperk diens sowel die werkgewer as die werknemer diens mag beëindig deur middel van een uur kennisgewing. Hierdie bepaling val weg na die voltoeling van twee weke aaneenlopende diens.

33. VERBODE INDIENSNEMING

Geen bepaling in hierdie Ooreenkoms wat die indiensneming van of werkverskaffing aan 'n werknemer in 'n klas werk of op voorwaardes verbied, word geag die werkgewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moet betaal of nagekom het as sodanige indiensneming of werkverskaffing nie verbode was nie.

34. DISSIPLINÊRE EN GRIEWEKODES EN -PROSEDURES

(1) Werkgewers en werknemers kan op fabrieksvlak Ooreenkomste aangaan ten opsigte van dissiplinêre en griekekodes en -prosedures.

(2) By voltooiing van sodanige ooreenkoms(te) moet die werkgewer afskrifte van sodanige ooreenkoms(te) by die Raad en by die vakbond indien.

(3) Oor alle veranderings aan so 'n ooreenkoms of ooreenkomste moet daar tussen die werknemers en die betrokke werkgewer onderhandel word en afskrifte van sodanige gewysigde ooreenkoms(te) moet by die Raad en by die vakbond ingedien word.

35. GRONDSLAG VAN BETALING

Betaling vir alle werk wat verrig is, moet geskied teen die loon voorgeskryf vir die klas werk wat verrig word, en sodanige betaling mag nie op die tegniese bedrewenheid of kwalifikasies van die betrokke werknemer gegrond word nie.

36. UURLOON

Betaling vir alle werk wat deur werknemers verrig word, moet geskied teen 'n uurloon soos in klousule 3 omskryf.

37. ULTRA VIRES

Indien 'n bepaling van hierdie Ooreenkoms deur 'n hof met regsbevoegdheid *ultra vires* verklaar word, word die ander bepalings van hierdie Ooreenkoms geag die Ooreenkoms uit te maak en bly dit van krag vir die tydperk van hierdie Ooreenkoms.

38. DRYWERS VAN MOTORVOERTUIE

Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens subklousule E is die volgende bepalings op die drywers van motorvoertuie van toepassing, afgesien daarvan of hulle op 'n los of op 'n weeklikse grondslag in diens is in die gebiede in klousule 1 van hierdie Ooreenkoms gespesifieer:

A. WOORDOMSKRYWING

Benewens die omskrywings in klousule 3 van hierdie Ooreenkoms vervat en tensy die teenoorgestelde bedoeling blyk, is onderstaande omskrywings van toepassing op die drywers van motorvoertuie:

"Los werknemer" beteken 'n drywer van 'n motorvoertuig wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;

"drywer van 'n motorvoertuig" beteken 'n werknemer wat 'n motorvoertuig soos hierin omskryf, dryf;

"nooddienste" beteken werk wat weens oorsake soos 'n brand, storm, ongeluk, gewelddaad of diefstal sonder versuum gedoen moet word en werk wat vir die vervoer van masjinerie nodig is ten einde ernstige ontwrigting in 'n bedryf te voorkom of wat nodig is vir vervoer vir landsverdedigingsdoeleindes of polisiewerk;

"werkure" sluit in alle tydperke waarin daar gedryf word en alle tyd wat die drywer aan ander werk bestee wat in verband staan met die motorvoertuig of die vrag, en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te werk wanneer dit van hom vereis word;

"motorvoertuig" beteken 'n vervoermiddel wat gebruik word vir die vervoer van goedere en wat op 'n ander manier aangedryf word as deur mense- of dierekrag, en ook 'n trekker en 'n voorhaker;

"loonvrag" beteken die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ooreenkomstig 'n motortransportsertifikaat of vrystellingsertifikaat wat ten opsigte van sodanige voertuig uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies of sertifikate ten opsigte van sodanige voertuie uit te reik;

"sleepwa" beteken 'n vervoermiddel wat geheg is aan en getrek word deur 'n voertuig, maar sluit nie die eerste vervoermiddel in wat geheg is aan en getrek word deur 'n trekker of 'n voertuig wat as 'n "voorhaker" bekend staan nie;

"weeklikse werknemer" beteken 'n werknemer wat per week in diens geneem word.

B. BESOLDIGING

(1) Geen lone wat laer is as dié wat hieronder voorgeskryf word, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	<i>Minimum</i>	<i>Per uur</i>	<i>Per week</i>
	R.	R.	R.
(a) Drywer van 'n motorvoertuig, uitgesonderd een wat deur stoom aangedryf word, wat gemagtig is om 'n loonvrag te dra of te trek van—			
(i) tot en met 4 530 kg.....	9,69	426,35	
(ii) meer as 4 530 kg en tot en met 6 350 kg	9,76	429,44	
(iii) meer as 6 350 kg.....	10,04	441,84	
(b) Drywer van 'n stoomaangedrewe voertuig	10,04	441,84	
(c) Los werknemer wat 'n motorvoertuig dryf, uitgesonderd een wat deur stoom aangedryf word.....			
(d) Los werknemer wat 'n stoomaangedrewe voertuig dryf.....			
(e) Drywers van vurkhyswaens, trekkers, bromponies of passasiersmotors.....	9,69	426,35	

(2) **Sleepwaens:** 'n Werknemer wat 'n voertuig dryf waaraan daar een of meer sleepwaens geheg is, moet, benewens die basiese loon wat ingevolge hierdie klousule op hom van toepassing is, minstens R2,00 per dag betaal word vir elke sleepwa, met 'n maksimum van R10,00 per week.

(3) **Differensiële lone:** Klousule 29 van hierdie Ooreenkoms is van toepassing op werknemers wat motorvoertuie dryf: Met dien verstande dat die besoldiging wat aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is ten opsigte van 'n bepaalde dag, minstens 'n vyfde moet wees van die weeklikse besoldiging wat hierin voorgeskryf word.

(4) **Verblyftoelae:** 'n Werkgever moet, benewens alle ander verskuldigde besoldiging, aan sy werknemer wat op 'n reis by die uitvoering van sy pligte vir 'n tydperk wat oor een of meer nagte strek van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, 'n verblyftoelae van minstens die volgende betaal:

- (a) Waar dit vir die werknemer nodig is om 'n aandete te bekom: R12,83;
- (b) waar dit vir die werknemer nodig is om 'n aandete en ontbyt te bekom: R19,92;
- (c) waar dit vir die werknemer nodig is om ontbyt, middag- en aandete te bekom: R26,00.

C. BETALING VAN BESOLDIGING

(1) Klousule 10 van hierdie Ooreenkoms is van toepassing op werknemers wat motorvoertuie dryf: Met dien verstande dat 'n los werknemer by beëindiging van sy diens sy besoldiging in kontant betaal moet word.

(2) Die lone in Bylae A uiteengesit, is die minimum weeklone voorgeskryf vir die onderskeie klasse werk wat daarin genoem word: Met dien verstande dat die minimum voorgeskrewe loon by elke geleentheid ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet, ondanks andersluidende bepalings hierin, 'n verhoging ontvang wat gelyk is aan die verskil tussen die loon voorheen voorgeskryf en die loon wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig.

D. WERKURE

- (1) Die gewone werkure van 'n werknemer mag hoogstens dié wees wat in klousule 7 bepaal word.
- (2) **Etenspouses:** Nadat 'n werknemer vyf uur gewerk het, moet 'n etenspouse van een uur aan hom toegestaan word, en gedurende sodanige pouse mag daar geen werk verrig word nie: Met dien verstande dat as 'n werkgever van sy werknemer vereis om 'n etenspouse te neem wat langer as een uur is, alle tyd wat sodanige pouse langer as een uur duur, geag word deel van die gewone werkure uit te maak.
- (3) **Werkure moet aaneenlopend wees:** Behoudens paragraaf (2) moet alle werkure op 'n dag aaneenlopend wees.

E. OORTYDWERK

- (1) Hierdie subklousule is van toepassing op drywers en assistente wat goedere aflewer.
- (2) Alle tyd wat daar langer gewerk word as die getal gewone weeklike of daagliks werkure soos in klousule 7 bepaal, word geag oortydperk te wees.
- (3) 'n Werkgever moet weekliks 'n opgawe by die Raad indien ten opsigte van alle oortyd deur 'n drywer(s) gewerk waar sodanige oortyd meer as 20 uur in 'n bepaalde week is. So 'n opgawe moet die naam van die drywer(s) en die totale oortyd deur elke drywer gewerk, aantoon.

F. BETALING VIR OORTYDWERK

- (1) 'n Werknemer wat oortyd werk, moet ooreenkomsdig klousule 11 van hierdie Ooreenkoms betaal word.
- (2) **Betaling vir dringende dienste:** 'n Werknemer wat nooddienste verrig, moet ten opsigte van elke uur of gedeelte van 'n uur wat hy langer oortyd werk as die ure in subklousule E (2) bedoel minstens die volgende betaal word:
 - (a) In die geval van 'n weeklikse werknemer, dubbel die weeklikse besoldiging in subklousule B (1) (a) en (b) voorgeskryf, gedeel deur 44;
 - (b) in die geval van 'n los werknemer, dubbel die besoldiging in subklousule B (1) (c) en (d) voorgeskryf, gedeel deur nege.

G. RUSTYE

'n Werkgever moet aan 'n werknemer, uitgesonderd 'n werknemer in subklousule E bedoel—

- (a) minstens 12 agtereenvolgende rusure toestaan in 'n tydperk van 24 uur, bereken vanaf die tyd waarop die werknemer op 'n bepaalde dag met sy werk begin;
- (b) een volle dag rus toestaan in elke tydperk van sewe agtereenvolgende dae.

H. VAKANSIEDAE

Klousule 13 is op drywers van motorvoertuie van toepassing: Met dien verstande dat, in die geval van los werknemers, die werkgever so 'n werknemer by die beëindiging van sy diens verlofbesoldiging van 12,5 persent van die besoldiging wat hy gedurende sy diens verdien het, moet betaal.

J. SIEKTEVERLOF

- (1) 'n Werknemer wat nie lid is van die Natal Furniture Workers' Sick Benefit Society nie en wat drie maande diens by dieselfde werkgever voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk [uitgesonderd 'n ongeluk waarvoor daar ingevolge die Wet op Vergoeding vir Bedryfsbeserings en -siektes, 1993 (Wet No. 130 van 1993), skadeloosstelling betaalbaar is] wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet siekteverlof van hoogstens 10 werkdae altesaam in 'n bepaalde jaar diens toegestaan word en moet ten opsigte van elke dag 'n bedrag van minstens een vyfde van die weekloon betaal word wat so 'n werknemer onmiddellik voor die datum van sodanige verlof ontvang het: Met dien verstande dat 'n werkgever van sy werknemer kan vereis om 'n doktersertifikaat ten opsigte van 'n tydperk van afwesigheid van langer as twee dae voor te lê as bewys van sodanige siekte of ongeluk.
- (2) Vir die toepassing van hierdie subklousule word die uitdrukking "diens" geag die volgende in te sluit:
 - (a) 'n Tydperk van militêre diens;
 - (b) die vakansietydperk in klousule 13 (2) bedoel;
 - (c) 'n tydperk waarin 'n werknemer op las of op versoek van sy werkgever van sy werk afwesig is; wat in 'n bepaalde jaar altesaam hoogstens drie weke beloop ten opsigte van (b) en (c), plus tot vier maande van die dienstydperk in (a) bedoel wat gedurende daardie jaar verrig is.

K. UNIFORMS

'n Werkgever wat van 'n werknemer vereis om 'n uniform te dra, moet sodanige uniform gratis verskaf en laat was en stryk of skoonmaak, en sodanige uniform bly die eiendom van die werkgever.

L. DIENSSERTIFIKAAT

'n Werkgever moet by die beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, so 'n werknemer voorsien van 'n dienssertifikaat wat die volle naam van die werkgever en dié van die werknemer, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan en die besoldiging op die datum van sodanige beëindiging moet aantoon.

M. LOGBOEK

- (1) Elke werkgewer moet 'n logboek met duplikaatfolio's verskaf vir die gebruik van elke werknemer, en sodanige logboek moet so ha doenlik in die volgende vorm wees:

Naam van werkgever

Naam van drywer.....

Tipe voertuig en gemaatigde loonyvraag

Getal sleepwaens aan voertuig geheg

Geduld sleepwaarts aan voertuig geleg
Hoe lang werk begin

Hoe laat werk begin ...
Wanneer moet ik beginnen?

Hoe laat werk beëindig is.....

Getal gewone werkure gewerk

Etenspouse(s) van..... tot

Onklaarraking, ongelukke en/of ander oponthoude.....

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Handtekening van dryer

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

Handtekening van drywer

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

19

- (2) Wanneer 'n werknemer voorsien word van die logboek in paragraaf (1) bedoel, moet hy, tensy hy deur siekte of 'n ander onvermydelike oorsaak verhinder word om dit te doen, die daaglikse logboek so na moontlik in die voorgeskrewe vorm in tweevoud byhou ten opsigte van elke dag se werk en moet hy binne 24 uur na die voltooiing van die dag se werk en moet hy binne 24 uur na die voltooiing van die dag se werk waarop dit betrekking het 'n ingevulde kopie daarvan by sy werkgever inlewer.

- (3) Elke werkgewer moet die ingevulde kopie van die daaglikse logboek vir 'n tydperk van drie jaar bewaar na die datum waarop dit ingeval is.

N. KLOUSULES NIE VAN TOEPASSING NIE

Klousules 5, 9, 14, 21, 28 en 36 is nie op die drywers van motorvoertuie van toepassing nie.

39. BYWONINGSBONUS

- (1) 'n Werkgewer moet aan sy weekliks besoldigde werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word 'n bywoningsbonus van R2 per week betaal: Met dien verstaande dat—

- (i) 'n werknemer minstens 37 gewone ure in 'n werkweek van 44 uur by die werk aanwesig moet wees;
 - (ii) die bonus wat aldus betaal word, buite rekening gelaat moet word by die berekening van betaling vir oortydwerk ingevolge klousule 11, Vakansiefondsgeld ingevolge klousule 13 en bydraes aan die Raad betaalbaar.

- (2) 'n Werkgewer moet aan sy maandeliks besoldigde werknemers wat binne die toepassingsbestek van hierdie Ooreenkoms val, 'n bywoningsbonus van R10 per maand betaal.

40. SIEKTEVERLOF MET BESOLDIGING

- (1) 'n Werkgewer moet aan elke werknemer wat nie lid is nie van die Natal Furniture Workers' Sick Benefit Society, en wat by hom in diens is en weens ongesiktheid van sy werk afwesig is—

- (a) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens 25 werkdae; en
 (b) in die geval van alle ander werknemers, altesaam minstens 25 werkdae

siekteverlof toegestaan gedurende elke tydperk van 12 agtereenvolgende maande diens by hom en sodanige werknemers ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal van minstens 50 persent van die besoldiging wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het; Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie geregtig is op siekteleverlof besoldiging teen meer as, in die geval van 'n werknemer wat vyf dae in 'n week werk, twee werkdae ten opsigte van elke voltooide tydperk van vier weke diens en, in die geval van alle ander werknemers, twee werkdae ten opsigte van elke voltooide maand diens nie;

- (ii) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie klousule deur 'n werknemer geëis word ten opsigte van afwesigheid van sy werk vir enige tydperk, van die werknemer kan vereis om 'n sertifikaat voor te lê wat onderteken is deur 'n geregistreerde mediese praktisyen dienend op die paneel van geneeshere aangestel vir die Natal Furniture Workers' Sick Benefit Society of deur die mediese superintendent van 'n provinsiale hospitaal/kliniek en wat die aard en duur van die werknemer se ongesiktheid vermeld, en indien 'n werknemer gedurende 'n tydperk van tot agt weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die jongste sodanige geval van hom kan vereis om so 'n sertifikaat ten opsigte van afwesigheid van werk voor te lê:

- (iii) siekterverlof 'n aanvang neem vanaf die eerste werkdag waarop die werknemer deur die mediese praktisyen behandel is, tot en met die werkdag wat die datum van terugkeer na werk soos op die betrokke mediese sertifikaat aangevoer onmiddellik voorafgaan; Met dien verstande dat, waar 'n werknemer behandel word na 13:00, op 'n werkdag, sodanige dag as 'n halfdag beskou moet word: Voorts met dien verstande dat, waar 'n werknemer na 16:00 op 'n werkdag behandel word, sodanige dag nie as 'n dag siekterverlof beskou moet word nie;
- (iv) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek 'n werkgever minstens net soveel as die werknemer bydra tot 'n fonds of organisasie deur die werknemer benoem en wat aan die werknemer betaling waarborg in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit.

(2) Vir die toepassing van hierdie klousule—

- (a) omvat "besoldiging" die lewenskostetoelae wat regtens of andersins aan 'n werknemer betaal word of betaalbaar is;
- (b) omvat "diens" die tydperk waartydens 'n werknemer—
 - (i) met verlof is ingevolge klousule 13 (2);
 - (ii) met siekterverlof is ingevolge hierdie klousule;
 - (iii) van sy werk afwesig is in opdrag of op versoek van sy werkgever;
 - (iv) militêre diens verrig ingevolge die Verdedigingswet, 1957;

wat altesaam in 'n jaar hoogstens 10 weke beloop ten opsigte van die tydperke in subparagraphe (i), (ii) en (iii) bedoel, plus hoogstens vier maande van 'n tydperk van militêre diens in subparagraph (iv) bedoel en wat in daardie jaar verrig word, en alle aanenlopende diens van 'n werknemer by dieselfde werkgewers onmiddellik voor die datum van inwerkingtreding van hierdie klousule moet vir die toepassing van hierdie klousule geag word diens te wees, en alle siekterverlof met volle besoldiging wat aan so 'n werknemer gedurende die tydperk van sodanige diens toegestaan is, moet vir die toepassing van hierdie klousule geag word ingevolge hierdie klousule toegestaan te gewees het; en

- (c) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering as gevolg van 'n werknemer se eie wangedrag: Met dien verstande dat sodanige onvermoë om te werk as gevolg van 'n ongeluk of 'n vergoedingspligtige siekte waarvoor vergoeding ingevolge die Wet op Vergoeding vir Bedryfsbeserings en -siektes, 1993 (Wet No. 130 van 1993), betaalbaar is, as ongeskiktheid geag moet word slegs gedurende die tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge laasgenoemde Wet betaalbaar is nie.

(3) (a) Wanneer 'n werknemer op 'n ander grondslag besoldig word as ooreenkomsdig die tyd wat hy werklik gewerk het, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet dit op 'n bepaalde datum vasgestel word deur die totale besoldiging gedurende die drie maande onmiddellik voor dié datum of gedurende sy totale dienstydperk by die betrokke werkgever, en wel die kortste tydperk, te deel deur die getalure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(b) Vir die toepassing van hierdie klousule—

- (i) moet die gewone besoldiging per uur van 'n werknemer, uitgesonderd 'n werknemer in subklousule (2) (c) bedoel, bereken word op grondslag van die getal ure wat hy gewoonlik gedurende 'n week werk en die besoldiging wat hy gewoonlik gedurende 'n week ontvang;
- (ii) moet die gewone besoldiging per dag van 'n werknemer bereken word op grondslag van sy gewone besoldiging per uur en die getal ure wat hy gewoonlik op so 'n dag werk; en
- (iii) moet die gewone besoldiging per week van 'n werknemer wat sy besoldiging maandeliks ontvang, bereken word deur die besoldiging wat hy gewoonlik aldus ontvang deur vier en 'n derde te deel.

(4) Ondanks die bepalings soos hierbo vervat, is 'n werkgever nie verantwoordelik vir die betaling van siekterverlof onder die volgende omstandighede nie:

- (a) Siekte wat voortspruit uit wanordelike gedrag, wangedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van dwelmmiddels of iets dergeliks;
- (b) voortdurende siekte in gevalle waar 'n lid weier om 'n redelike opdrag of aanbeveling van sy mediese dokter na te kom;
- (c) toevallike of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;
- (d) beserings as gevolg van aanrading of motorongelukke waar gesertifiseerde polisieverslag nie aan die werkgever voorgelê word nie;
- (e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgever voorsiening vir behandeling maak;

- (f) siekte tydens militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;
- (g) operasies uit eie keuse;
- (h) kraam- en/of verloskundige gevalle en/of die gevolge daarvan;
- (i) geestesiektes;
- (j) geslagsiektes;
- (k) nie-paneeldokters.

41. HUISHOUDELIKE LOONOOREENKOMS

(1) Die Raad moet vrystelling verleen van die bepalings van klausule 38B en Bylae A wanneer 'n werkewer en die vakbond met mekaar wil onderhandel, vóór die aanvaarding van die jaarlikse onderhandelings oor wysigings van die Hoofooreenkoms en waar die Raad dienooreenkombig in kennis gestel word, ten opsigte van die minimum loontarief vir enigeen van of al die kategorieë werkemers wat in klausule 37B en Bylae A genoem word: Met dien verstande dat—

- (i) enige ooreenkoms bereik op skrif gestel moet word en deur die werkewer of sy gemagtigde verteenwoordiger en deur die vakbond geteken moet word;
- (ii) sodanige ooreenkoms binne sewe dae nadat dit onderteken is by die Raad ingedien moet word;
- (iii) sodanige ooreenkoms slegs geld vir klasse werkemers wat in Bylae A en/of klausule 38B genoem word;
- (iv) sodanige ooreenkoms en die loonbylae daarby aangeheg of wat deel daarvan uitmaak, uiteengesit is in 'n vorm en op 'n wyse wat vir die Raad aanvaarbaar is.

(2) By ontvangs van die skriftelike ooreenkoms ingevolge subklausule (1) moet die Raad onverwyld die minimumloontariewe daarin opgeteken op rekord plaas en, indien sodanige ooreenkoms nie 'n aanvangsdatum bepaal nie, is sodanige minimum loontariewe van toepassing, verskuldig en betaalbaar aan die werkemers van die werkewer vanaf die aanvang van die betaalweek wat volg op die datum van ontvangs daarvan deur die Raad.

(3) Die minimum loontariewe soos vervat in Bylae A en/of klausule 37B van die Hoofooreenkoms, soos van tyd tot tyd gewysig, bly van toepassing op daardie werkewers en werkemers waar die werkewer en die werkemers nie 'n skriftelike ooreenkoms soos in subklausule (1) (a) hiervan bedoel, aangegaan het nie en bly van toepassing tot en met die aanvangsdatum van 'n skriftelike ooreenkoms soos in subklausule (2) hiervan bepaal.

(4) Waar 'n groep werkewers met soortgelyke belang, of 'n werkewersorganisasie ten opsigte van sommige van of al sy lede met die vakbond onderhandelings ingevolge subklausule (1), aanknoop, is genoemde subklausule en subklausules (2) en (3) insgelyks van toepassing.

42. VERLOF VAN WERKWINKELVERTEENWOORDIGERS

Vir die bywoning van opleidingskursusse en/of seminare en/of vergaderings wat gereel word deur die vakbond wat 'n party by hierdie Ooreenkoms is, is werkwinkelverteenwoordigers geregtig op verlof met besoldiging van vier dae per jaar en senior werkwinkelverteenwoordigers op verlof met besoldiging van acht dae per jaar, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, onderworpe aan die volgende voorwaarde:

- (a) Die verlofsiklus tree in werking op 1 Januarie elke jaar. Verlof wat nie deur 'n senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordiger geneem word nie, moet toeval aan die nuut gekose senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordiger gedurende 'n bepaalde verlofsiklus. Verlof is nie ooploopoerbaar of oordraagbaar van een werkewer na 'n ander werkewer nie.
- (b) Werkwinkelverteenwoordigers se verlof moet slegs binne die eerste acht kalendermaande van die jaar geneem word: Met dien verstande dat as verlof gedurende die latere gedeelte van die jaar aangevra word, dit onderworpe is aan oorlegpleging tussen die partie.
- (c) Die vakbond moet die program van die opleidingskursusse en/of seminare en/of die agenda van vergaderings minstens sewe dae vooraf aan werkewers bekend maak.
- (d) Die vakbond moet vooraf reëlings met 'n werkewer tref vir die vrystelling van sleutelpersoneel. Hoogstens 50 persent van die gekose senior werkwinkelverteenwoordigers en/of werkwinkelverteenwoordigers by 'n bepaalde bedryfsinrigting mag op 'n spesifieke dag 'n opleidingskursus en/of seminaar en/of vergadering bywoon.
- (e) Die getal werkwinkelverteenwoordigers wat in 'n bepaalde bedryfsinrigting gekies word, moet in die verhouding van hoogstens een tot 50 werkemers wees.
- (f) Die naam/name van die gekose senior werkwinkelverteenwoordigers en/of werkwinkelverteenwoordigers moet deur die senior werkwinkelverteenwoordigers aan die werkewer bekend gemaak word.
- (g) Die vakbond moet die werkewer van skriftelike bewys voorsien dat die opleidingskursus en/of seminaar en/of vergadering, vir welke doel die verlof met besoldiging toegestaan is, deur die spesifieke senior werkwinkelverteenwoordiger en/of werkwinkelverteenwoordigers bygewoon is.

43. KRAAMVERLOF

'n Vroulike werknemer wat vir 'n bevalling gaan, is geregtig op kraamverlof sonder besoldiging vir 'n tydperk van hoogstens ses maande, met 'n waarborg van herindienstneming na verstryking van die voornoemde tydperk op dieselfde bepalings en diensvoorraarde as op die datum waarop die kraamverlof toegestaan is, onderworpe aan die volgende voorwaarde:

- (a) Die werknemer wat met kraamverlof afwesig is, moet haar werkgewer voor of op die verstrykingsdatum van die tydperk van ses maande in kennis stel of sy haar diens sal hervat al dan nie.
- (b) Bewys van die bevalling moet aan die werkgewer verskaf word op die datum waarop die werknemer diens hervat in die vorm van 'n geboortesertifikaat of 'n doodsertifikaat, in die geval van 'n doodgeboorte.
- (c) Die werkgewer kan die waarborgtydperk van ses maande verleng by ontvangs van 'n geldige mediese sertifikaat van 'n geregistreerde mediese praktisyne waarin gesertifiseer word dat die werknemer om mediese redes nie diens kan hervat nie.
- (d) Die werkgewer word toegelaat om 'n tydelike werknemer in diens te neem in dieselfde kategorie as die werknemer aan wie kraamverlof toegestaan is op 'n tydelike kontrakbasis vir die tydperk van afwesigheid van die werknemer aan wie kraamverlof toegestaan is. Tydelike dienskontrakte is verkrygbaar van die Raad in 'n pro forma-formaat.
- (e) Gedurende die tydperk in paragraaf (d) bedoel, is al die bepalings van die ooreenkomste wat deur die Raad geadministreer word op die tydelike werknemer van toepassing.
- (f) Gedurende die kontraktydperk kan die werkgewer, onderworpe aan die riglyne soos van tyd tot tyd deur die Wet op Basiese Diensvoorraarde, 1997, bepaal of om enige ander regsgeldige rede, die kontrak van tydelike diens beëindig.

44. VERPLIGTE AFTREE-OUDERDOM

(1) Behoudens subklousule (3) hiervan moet 'n werknemer wat diens in die Nywerheid aanvaar na die datum waarop hierdie Ooreenkoms in werking tree, op die ouderdom van 65 jaar aftree.

(2) Behoudens subklousule (4) hiervan moet 'n werknemer wat in die Nywerheid in diens is op die datum waarop hierdie Ooreenkoms in werking tree en wat reeds die ouderdom van 60 jaar of meer bereik het, na die verstryking van 'n tydperk van vyf jaar aftree.

(3) (a) Subklousule (1) is van toepassing op 'n werknemer wat voorheen in die Nywerheid in diens was en wat nie vir 'n tydperk van 26 agtereenvolgende weke in die Nywerheid in diens was voor die datum waarop hierdie Ooreenkoms in werking tree nie.

(b) Enige persoon tans werkzaam by 'n werkgewer moet binne ses maande na die datum van inwerkintreding van hierdie Ooreenkoms sy werkgewer in kennis stel of hy op die ouderdom van 60 of 65 jaar wil aftree. Sodanige keuse van aftree-ouderdom is final.

(4) 'n Werkgewer wat ingevolge klosule 17 van die Ooreenkoms by die Raad geregistreer is, en elke werknemer wat in die Nywerheid in diens is op die datum waarop hierdie Ooreenkoms in werking tree, moet aanvaarbare dokumentêre bewys van die werkgewer of werknemer se ouderdom aan die Raad voorlê.

(5) Subklousule (4) is insgelyks van toepassing op 'n werkgewer en 'n werknemer wat tot die Nywerheid toetree na die datum waarop hierdie Ooreenkoms in werking tree.

45. SLUITING VAN OOREENKOMSTE

(1) By en volgend op die sluiting van 'n ooreenkoms oor lone en aanverwante aangeleenthede tussen die partye van die Raad, mag daar van geen werkgewer verlang word om 'n tweede of daaropvolgende ooreenkoms oor lone en aanverwante aangeleenthede vervat in hierdie Ooreenkoms gedurende die geldigheidsduur van die Ooreenkoms aan te gaan nie, wat die uitwerking sal hê om die Ooreenkoms te wysig, aan te pas of te vervang gedurende of voor die verval van die geldigheidsduur van die Ooreenkoms.

(2) Die bepalings van subklousule (1) is insgelyks van toepassing waar 'n werkgewer 'n ooreenkoms met die vakbond gesluit het ingevolge klosule 40.

(3) Subklousule (1) is insgelyks van toepassing waar 'n werkgewer, kragtens vrystellings verleen deur die Raad ingevolge klosule 15, 'n ooreenkoms gesluit het met 'n vakbond wat meerderheidsverteenvoerding van lede onder die werknemers van sodanige werkgewer het.

46. FAMILIEVERANTWOORDELIKEHEDSVERLOF

(1) Elke werknemer is, in die geval van die afsterwe van 'n persoon in sy onmiddellike familie, geregtig op 'n maksimum van twee dae familieverantwoordelikhedsverlof.

(2) Elke werkgewer moet, by ontvangs van dokumentêre bewys van sodanige afsterwe en bewys dat sodanige persoon by die Raad geregistreer is, die werknemer vir sodanige verlof normale loontariewe betaal en nie later nie as die tweede betaaldag wat op sodanige gebeure volg.

- (3) Vir die toepassing van hierdie klousule beteken "onmiddellike familie" die volgende:
- Die eggenote wat op die Raad se rekordkaart as die benoemde begunstigde ten opsigte van die Voorsorgfonds verskyn;
 - die kinders onder 18 jaar van 'n werknemer wie se name op die Raad se rekordkaart verskyn; en
 - die vader en moeder van 'n lid wie se name op die Raad se rekordkaart verskyn.

BYLAE A: LONE

		<i>Minimum</i>	
		<i>Per uur</i>	<i>Per week</i>
		R	R
I	(1) Meubelmakery, d.w.s. 'n werksaamheid of proses by die vervaardiging en/of inmekaarsit van meubels, hetsy in die geheel of in dele, wat met die hand, met gebruik van handgereedskap of meganiese toestelle uitgevoer word, maar uitgesonderd die werksaamhede in subklousule (2) bedoel.....	10,78	474,31
	(2) Diverse meubelmakerywerksaamhede:		
	(a) Moere vasbout en vasdraai, handvatsels met skroewe, boute, moere in skroefboute vassit		
	(b) Toebehore van stangsokke, aanslagplate, beslae, rakpenne, moerdoppe, beslagringe of koepelskuifdoppe vassit, skroefboute in stompe of pote insit, alle soorte gelymde blokke vassit, spieëls met kleefband vasheg		
	(c) Tappenne en proppe van hout met die hand en/of 'n masjien maak en/of spits maak.....		
	(d) Tappenne en proppe met die hand inslaan		
	(e) Skuurwerk met die hand verrig, afgesien daarvan of die artikel wat geskuur word, stilstaan of draai.....		
	(f) Soliede timmerhout met die hand of volgens 'n meganiese proses buig of lamelleer		
	(g) Sokke vir rolwiele inslaan		
	(h) Gate of barste met houtplanmuursel of dergelike stof vul		
	(i) Help met klamp- of klemwerk: Met dien verstande dat hoogstens een assistent gebruik word deur 'n werknemer wat minstens die loon ontvang wat in subklousule (i) voorgeskryf word.....	9,45	415,64
		9,36	411,81
II	Uitlêwerk, d.w.s. die voorbereiding van 'n plan vir die vervaardiging van meubels deur middel van 'n staaf of ander gesikte materiaal waarop al of enigeen van die afmetings van die artikel wat vervaardig moet word, afgemerk is.....		
III	Afmerkwerk, d.w.s. die merk of kras van meubelstukke, hetsy in die geheel of in dele, volgens afmetings deur middel van 'n liniaal, maatstok, reihout, patroonplaat, setmaak of ander toestel, vir masjineer-, pasmaak- of inmekaarsitwerk.....	10,78	474,31
IV	(1) Meubelmasjineerwerk, d.w.s. 'n werksaamheid of proses wat verrig word deur gebruik te maak van 'n tipe of soort masjien by die vervaardiging van meubels, het sy, in die geheel of in dele, maar uitgesonderd die werksaamhede in subklousule (2) bedoel		
	(2) Diverse meubelmasjineerwerksaamhede:		
	(a) 'n Enkelrolskuurmasjien, oopskyfskuurmasjien, tolskuurmasjien en breébandskuurmasjien opstel en bedien		
	(b) Gate boor, tapwerk, skarnierinlaatwerk met die oog op inlaatwerk vir slotte en skarniere, en 'n tapinvloegmasjien bedien		
	(c) 'n Lugskuurmasjien en 'n verplaasbare skuurmasjien bedien		
	(d) Skuurpapierrolle of -skywe en bande vir 'n skuurmasjien maak en las		
	(e) Herhalingsafmerkwerk deur middel van 'n patroonplaat of model	9,77	430,01
		9,45	415,64
		9,36	411,81
V	(1) Meubelpoleerwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel verrig word by die produksie van 'n gepoleerde en/of afgewerkte oppervlak deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, emalje, beits, pasta wat soos 'n skuurmiddel werk en/of 'n poleermiddel, of albei, of dergelike stowwe en ook vlamskilderwerk en die pas van kleure by alle soorte meubels, maar uitgesonderd die werksaamhede in subklousule (2) bedoel.....	10,78	474,31
	(2) Diverse poleerwerksaamhede:		
	(a) Bruineerwerk met 'n masjien		
	(b) Waswerk		
	(c) Die kante van lamelbord en/of laaghout verf en/of opvul ten einde die oppervlak voor te berei vir poleer- en/of lakvernisiwerk en/of vlamskilderwerk en/ of die pas van kleure	9,77	430,01
		9,45	415,64

		Minimum
	Per uur	Per week
	R	R
(d) Deure en los toebehore verwijder voordat stukke vir polieerwerk voorberei word		
(e) Opvulwerk met gips of 'n ander vulstof		
(f) Handskuurwerk		
(g) Meubels met sure of 'n ander bleikmiddel bleik		
(h) Stroopwerk		
(i) Beitswerk, opvulwerk, oliewerk en/of hervuwingswerk met die hand		
(j) Metaal bespuï		
(k) Materiaal filtreer		
(l) Sproeispuite skoonmaak		
(m) Oppoets by oplaai- en/of aflaaipunt, uitgesonderd die gebruik van sputtapparaat	9,36	411,81
VI. (1) Meubelstofferwerk, d.w.s. 'n werkzaamheid of proses by die oortrek van alle soorte meubels, hetby in hul geheel of in dele, afgesien van die materiaal wat gebruik word, met die hand of 'n meganiese toestel, webwerk, wat ook beteken die inposisieplasing van webwerk en plaasvervangers daarvan (uitgesonderd hout- of metaallatte en dwarsstawe), opvulwerk, rottangvlegwerk, die aanwerk van knope, rygwerk, kramwerk, knopwerk en opstopwerk, die aanhegting van eenhede aan rame, maar uitgesonderd die werkzaamhede in subklousule (iv) bedoel	10,78	474,31
(2) Naaiers of naisters wat oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule, met die hand of 'n masjien glipsteekstik, stik en/of las	9,67	425,33
(3) Leerlinge wat in dien geneem word om die klas werk te leer wat in subklousule (ii) bedoel word—		
gedurende die eerste ses diensmaand	9,29	408,80
gedurende die tweede ses diensmaand	9,36	411,96
gedurende die derde ses diensmaande	9,43	415,12
gedurende die vierde ses diensmaande	9,52	419,02
daarna	9,67	425,33
(4) Diverse meubelstofferwerksaamhede:		
(a) Hout- en metaallatte en dwarsstawe op rame in posisie plaas	9,84	432,98
(b) Stoelkussings met veerbinnewerk en/of veereenhede vul	10,03	441,21
(c) Skuimrubber of dergelyke materiaal met 'n bandsaak sny		
(d) Klaargemaakte rottangmatte aanbring	9,77	430,01
(e) Kwassies of knope met die hand of 'n masjien aanwerk waar dit as los stukke geskied voordat dit aanmekaargesit word, met inbegrip van deurgestikte knoopwerk, maar uitgesonderd diep-, diamant- of geplooide knoopwerk		
(f) Deurgevlegte kussinkies aan veereenhede vasmaak, vaswerk of vaskram, hetby met die hand of 'n masjien	10,18	448,01
(g) Vulsel op 'n veereenhed uitsprei	9,84	432,98
(h) Kleefmiddel oor agterkante en oortrekmaterial sprei en dit vasplak		
(i) 'n Doekspreimasjien laai, stoot en bedien	9,67	425,33
(j) Klapperhaar of ander materiaal met 'n masjien uitpluis		
(k) Stoelkussings met materiaalstowwe, uitgesonderd veerbinnewerk en/of veereenhede, met 'n masjien vul	9,45	415,64
(l) Riempiewerk		
(m) Heliese vere en/of kettings en/of sigsag- of nie-sakvere aan 'n raamwerk vassit vir stofferwerk		
(n) Veerrande met 'n sigsag- en/of nie-saktippe veer aan 'n raamwerk vassit vir stofferwerk, met inbegrip van die vassit van alle onderdele, maar uitgesonderd die vasryg en/of vasmaak van goiling en/of plaasvervangers vir goiling of sisal		
(o) Platforms sny wat gebruik word vir die bekleding van heliese en/of nie-sakvere		
(p) Grootmaatrolle stofferwerkmaterial van alle soorte met die hand van selfkant tot selfkant uitmekaarmaak en/of opsnij		
(q) Karton met die hand en/of 'n masjien in stofferseksies sny		
(r) Materiaal met die hand of 'n masjien reguitsny vir onderkante of onderlegstukke oor vere (linne en goiling)	9,36	411,81

	Minimum	
	Per uur R	Per week R
(s) Klapperhaar of ander materiaal met die hand uitpluis.....	9,36	411,81
(t) Vulmateriaal in touvorm losdraai.....		
(u) Stofferder se kraallyste met bande vaswerk.....		
(v) Knope en kwasie smaak.....		
(w) Stofferder help deur oortrekmateriaal vas te hou		
(x) Skuimrubber of lateks met die hand volgens fatsoen sny en las.....		
(y) Onderkante van gestoffeerde artikels vasheg		
(z) (i) Goint of linne aan sitplekplatforms vasheg	9,45	415,64
(ii) Karton aan kraal rame vasheg of vaskram		

Vir die toepassing van hierdie klousule en klousule XI en XIV beteken 'n veereneheid 'n onafhanklike montering van vere wat so met mekaar verbind is, met mekaar in verband staan of gemaak is dat dit 'n veerfundament en/of 'n veerbinnewerk vorm vir gebruik in 'n binneveermatras, stoelkussingsitplek of ander bed en of sitinrigting.

VII. (1) Houtsneewerk aan meubels en/of houtsneewerk, d.w.s. 'n werksaamheid of proses, hetsy in die geheel of in dele, met handgereedskap of 'n meganiese toestel uitgevoer by die skepping van 'n fatsoen, patroon, medaljon of replika van 'n voorwerp wat bedoel is om alle soorte meubels te versier of te verfraai, maar uitgesonderd diverse werksaamheid genoem in subklousule (2)	10,78	474,31
(2) Stippel- en ponswerk aan agtergrond van houtsneewerk.....	9,45	415,64
VIII. Meubelhoutdraaiwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van 'n gefatsoeneerde artikel of onderdeel wat gebruik word in verband met alle soorte meubels.....		
IX. (1) Fineerwerk aan meubels, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die beleglaag van meubelgedeeltes van alle tipes hetsy in die geheel of in dele, met fineer, maar uitgesonderd die werksaamhede in subklousule (2) genoem	10,78	474,31
(2) Diverse fineerwerksaamhede:		
(a) Fineerstukke met die hand in posisie plaas		
(b) Bandlose laswerk met 'n masjien		
(c) Bediening van alle soorte perse		
(d) Vakuumsakke en alle soorte perse laai en leegmaak		
(e) Gom en bande afwas.....		
(f) Dele opstapel nadat dit gepers is		
(g) Fineerwerk aan kante		
(h) Fineerwerk aan kante met 'n masjien wat ook die kante afwerk en skuur	9,77	430,01
(i) Inkeping slegs van kante met 'n meganiese toestel.....	9,77	430,01
X. (1) Leerlingvakmanné in diens om die klasse werk te leer wat in klousules I tot IX bedoel word, uitgesonderd die diverse werksaamhede wat daarin genoem word—		
gedurende die eerste diensijsaar.....	9,70	426,61
gedurende die tweede diensijsaar	9,99	439,40
gedurende die derde diensijsaar	10,41	457,82
daarna, die voorgeskrewe minimum loon.		
As iemand wat in diens was as bandskuurmasjienskuurder, masjienskuurder of boorder tot leerlingvakman bevorder word, is sy aanvangsloon 'n minimum van	9,84	432,98
XI. (1) Beddegoodmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of in dele van alle soorte matrassé gevul met klapperhaar, haarsvulsel, vlok, kapok, katoen, watte, hare, vesels, wol, vere, gras, kaf, strooi, rubber, of ander dergelike materiaal of 'n kombinasie van veerbinnewerk, alle tipes draadvere, ketting- en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, alle tipes vere en/of veerenehede, kopkussings, stoelkussings, peule, bomatrassé, bedspreie, die vasslaan en/of vashaak van veermatrasdrade, spiraalvere en heliese vere aan rame, en ook die volgende:		
(a) Veermaasvlegwerk		
(b) Vulsel in matrasslope stop		
(c) Kante stik		

		Minimum
	Per uur	Per week
	R	R
(d) Kwassies maak		
(e) 'n Randdeurstikmasjien bedien		
(f) 'n Topdeurstikmasjien bedien		
(g) Rame en rollers vir die topdeurstikmasjien voorberei		
(h) Deurgevlekte kussinkies aan vereenhede vasheg, vassit of vaskram	9,84	432,98
(i) Matrasbostukke, hetsy deurgestik of nie, in posisie plaas en vasmaak om 'n voorafgeboude binnewerk- of veermatras te bou		
(j) Bande aan kante van binneveermatras aanbring		
(k) Rolkantwerk, maar uitgesonderd die werkzaamhede in subklousule (ii) bedoel		
(l) Knoopwerk aan kopstukke, aanvullend tot beddegoedmakery	9,98	438,99
(2) Diverse beddegoedwerksaamhede:		
(a) Bostukke, rande en oortreksels uitsny		
(b) Alle stikwerk by die verwaardiging van bostukke, rande, matrasslope, ateljeerusbankoortreksels en samestellende dele		
(c) Matrashandvatsels aan rande stik	9,67	425,33
(d) Rndlengtes las		
(e) Die bek van 'n matras toewerk		
(f) Kopkussings, stoelkussings en peule toewerk		
(g) Bedmatrasrame met die hand vasbout		
(h) Spoele vir 'n randdeurstikmasjien voorberei		
(i) Gestikte rande volgens lengte sny		
(j) Gate in matrasrande pons		
(k) Ventileerders en handvatsels aan matrasrande aanbring		
(l) 'n Deurvlegmasjien voer		
(m) Kussinkies uitsny en maak, ongeag die materiaal wat gebruik word		
(n) Latte en dwarsstawe in posisie plaas, of webwerk aan matras- of katelrame heg		
(o) Matrasrame beits		
(p) Kloue aan matrasrame heg	9,45	415,64
(q) 'n Maas in 'n matrasraam in posisie plaas en vasheg		
(r) Lussies aan naalde heg vir drukdeurknoopmasjienwerk		
(s) 'n Doekspreimmasjien laai, stoot en bedien		
(t) 'n Pluismasjien bedien		
(u) 'n Lussiemasjien bedien		
(v) Lussies aan knope of kwassies werk		
(w) Katelysters, koepels, rolwielietjes en sokke aanbring		
(x) Rame met die hand beits en/of vernis		
(y) Geweefde draadmaas en kettingveermaas op rame monteer, vasslaan of vashaak		
(z) Katelysters vassit		
(aa) Veereenhede aan katelrame vasheg		
(ab) Kopkussings, stoelkussings en peule vul met ander materiaal as veerbinnenkante en/of veereenhede		
(ac) Kopkussings, peule, stoelkussings en veerkomberse massameet	9,36	411,81
(ad) Beddegoed stroop		
(ae) Kettings, hoepelysters of ander dergelike materiaal sny		
(af) Klapperhaar of ander materiaal met die hand uitpluis		
(ag) Karton- of kaliko-agterkante aan gestoffeerde kopstukke vasheg	9,45	415,64
(ah) Plastiekmaas aan rubberskuim vaslym	9,36	411,81
(3) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (i) bedoel word (beddegoed maak)—		
gedurende die eerste ses diensmaande	9,40	413,45
gedurende die tweede ses diensmaande	9,49	417,63
gedurende die derde ses diensmaande	9,57	421,09
gedurende die vierde ses diensmaande	9,65	424,53
daarna	9,84	432,98
XII. (1) Gordyne maak, d.w.s. 'n werkzaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die verwaardiging van gordyne, hetsy in die geheel of in dele, en afgesien van die materiaal wat gebruik word, insluitende die hang, pas en monteer daarvan, maar uitgesonderd die werkzaamhede in subklousule (2) bedoel	10,78	474,31

	Minimum	
	Per uur R	Per week R
(2) Diverse werkzaamhede:		
(a) Naaiers of naisters wat oortreksels, klappe, stoelkussings, koorde, gordyn-kappe, peule of gordyne met die hand of 'n masjien gipsteekstik, stik en/of las	9,67	425,33
(b) Materiaal van kant tot kant sny, maar uitgesonderd snywerk om patronen te laat pas	9,36	411,81
(c) Gordyngoeed pars en/of stryk		
(d) Materiaal hanteer		
(3) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (ii) (1) bedoel word (naaiers)—		
gedurende die eerste ses diensmaande	9,29	408,80
gedurende die tweede ses diensmaande	9,36	411,96
gedurende die derde ses diensmaande	9,43	415,12
gedurende die vierde ses diensmaande	9,52	419,02
daarna	9,64	424,08
(4) Leerlinge wat in diens geneem is om die klasse werk te leer wat in subklousule (1) bedoel word, uitgesonderd die diverse werkzaamhede wat in subklousule (2) bedoel word en leerlingnaaiers wat in subklousule (3) bedoel word		

Die minimum loon voor-
geskryf vir leerlingvak-
mannen soos in klousule
(X) van hierdie Ooreen-
koms

XIII. (1) Arbeiderswerk, d.w.s.—

(a) 'n masjienwerker help met die hantering van materiaal voor en na die masjienwerk	9,36	411,81
(b) 'n stoomketel, verbrander en/of oond bedien		
(c) sorg vir stofsakke en/of siklone van skuurmasjiene		
(d) stoffeervere baal en indompel		
(e) klapperhaar met die hand uitklop en/of uitpluis		
(f) persele skoonmaak en vee		
(g) masjinerie, installasie, gereedskap en werktuie skoonmaak		
(h) uitrusting afblaas en skoonmaak		
(i) metaalstawe skoonmaak		
(j) metaalstawe, skarniere, metaalstroke, draad, hoepelyster en alle dergelike materiaal sny		
(k) afleweringswerk met handvoertuie verrig		
(l) briewe en pakkette aflewer		
(m) stoelkussings met ander stowwe of materiaal as veerbinnekante en/of veerenhede met die hand vul		
(n) skuurpapierskywe vaslym		
(o) materiaal hanteer		
(p) awfuitwerk		
(q) voertuie laai en/of aflaai		
(r) materiaal inpak in of uithaal uit oonde		
(s) tee of ander dergelike dranke berei		
(t) masjiene en/of voertuie olie en smeer		
(u) perse van alle tipes bedien		
(v) artikels in kartondose en/of kartonhouers inpak en daarna sodanige kartondose en kartonhouers vol maak en toemaak		
(w) lym berei, massameet en meng, lym met die hand of met 'n masjien sprei, lym verwijder, afwas en afvee, lymverhardmiddels met die hand, 'n kwass of 'n masjien aanwend		
(x) 'n voertuig of handkar stoot of trek		
(y) klinknaelwerk verrig of skroefdraad in ysterboute en -stawe sny		
(z) hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny		
(aa) tweedehandse stoffeerwerk en beddegoed stroop		
(ab) fineerstukke met band vasmaak en fineerpers bedien		
(ac) timmerhout met preserveermiddel behandel		
(ad) grondstowwe uitpak, baal of uit bale haal		
(ae) goedere in papier of karton toedraai		

	Minimum
	Per uur Per week
	R R

- (2) Arbeiders: Nuwe Inkomelinge (sien definisie onder klousule 3): Slegs party-winkels.
Gedurende eerste 12 maande van indiensneming in Nywerheid

8,51 374,37

XIV. Diverse:

(1) Sweiswerk, uitgesonderd puntsweiswerk	10,78	474,31
(2) Masjienonderhoudswerktuigkundige.....	9,67	425,33
(3) Puntsweiswerk	9,64	424,14
(4) Versendingsklerk, magasynman, tydhouer.....	9,44	415,34
(5) Opsigter of wag.....		
(6) Verpakker		
(7) Veerbinnekante en/of veerenhede bou en samestellende dele daarvan vervaardig	9,45	415,64
(8) Leerlingverpakker		
(9) Metaaldele buig, pons, klink, boor en/of aanmekaarsit	9,36	411,81

- XV. (1) Jeugdige manlike werknemers in diens in 'n ambag aangedui ingevolge die Wet op Mannekragopleiding, 1981, gedurende die gemagtigde proeftydperk ...

9,38 412,69

- (2) Alle ander jeugdiges.....

Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk

XVI. Kantoorwerknemers—

gedurende die eerste diensjaar	9,40	413,64
gedurende die tweede diensjaar	9,55	420,02
gedurende die derde diensjaar	9,77	429,74
gedurende die vierde diensjaar	9,99	439,44
gedurende die vyfde diensjaar	10,22	449,67
daarna	10,51	462,42

XVII. Los arbeider:

- Arbeider minder as 30 uur per week in diens met die spesifieke doel om slegs voertuie te laai en af te laai, hout op te stapel en die perseel skoon te maak

90,60 per dag

XVIII. Onderbaas—

- (1) wat aan die hoof staan van werknemers wat nie vakmanstatus besit nie.....

(2) wat aan die hoof staan van vakmanne

R10,00 per week meer as sy voorgeskrewe minimum loon vir die klas werk wat hy verrig

R15,00 per week meer as wat die basiese loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk

- XIX. (1) Ornament- en sierwerk, d.w.s. 'n werksaamheid of proses by die verwaardiging of montering van ornamente en sierwerk, maar uitgesonderd die werk in subklousule (2) bedoel.....
(2) Die klas werk in klousules I (2), IV (2), V (2), VII (2) and IX (2) hiervan bedoel

10,78 474,31

Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk

XX. Vakleerlinge—

- aanvangsloon per week—stadium 1

Weeklikse loon vir arbeiders, plus R10,00

Met voltooiing van stadium 1 en elke daaropvolgende stadium moet die weeklikse loon vermeerder word met 25% van die verskil tussen die minimum loontarief vir arbeiders, plus R10,00 en dié vir ambagsmanne, van krag ten tyde van voltooiing van sodanige stadium.

XXI. Geskoolde Vakmanne:

Werknemers wat 'n vaktoets in 'n aangewese ambag geslaag het en N1 voltooи het

[Dit verteenwoordig die loontarief plus 10% (tien persent op die klassewerk in die volgende kloousules: I (1), II, III, IV (1), V (1), VII (1), VIII, IX (1), XII (1), XIV (1) en (2), en XIX (1).]

Geteken te Durban op hede die 7de dag van April 1998.

J. S. OLIVIER

Voorsitter

E. M. MOOSA

Visevoorsitter

G. MOONSAMY

Visevoorsitter

G. J. P. BLIGNAUT

Sekretaris

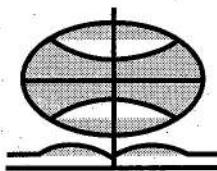
<i>Minimum</i>	<i>Per uur</i>	<i>Per week</i>
R	R	R

11,86 521,74

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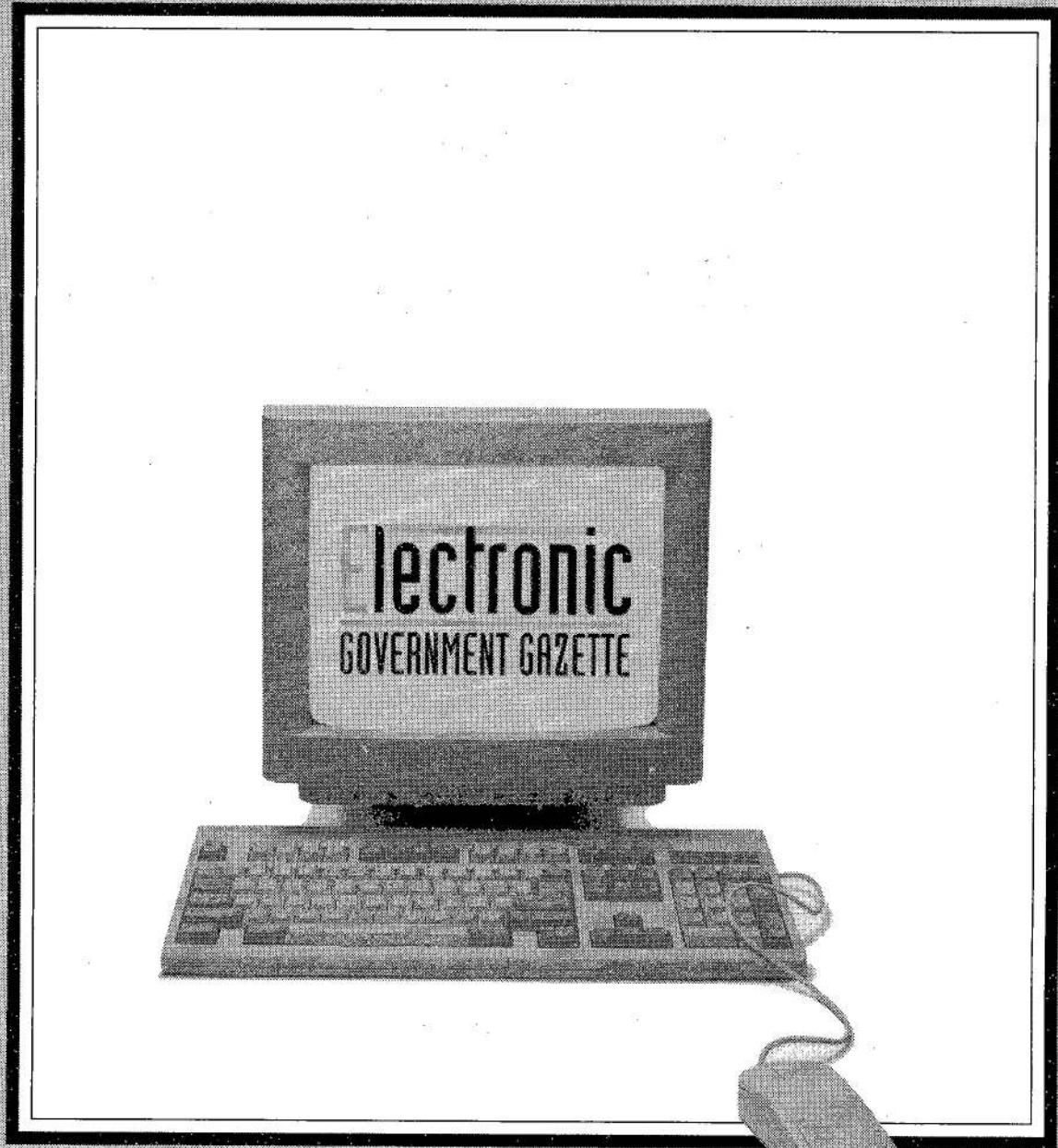
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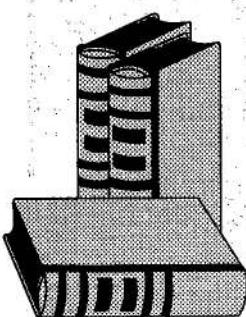
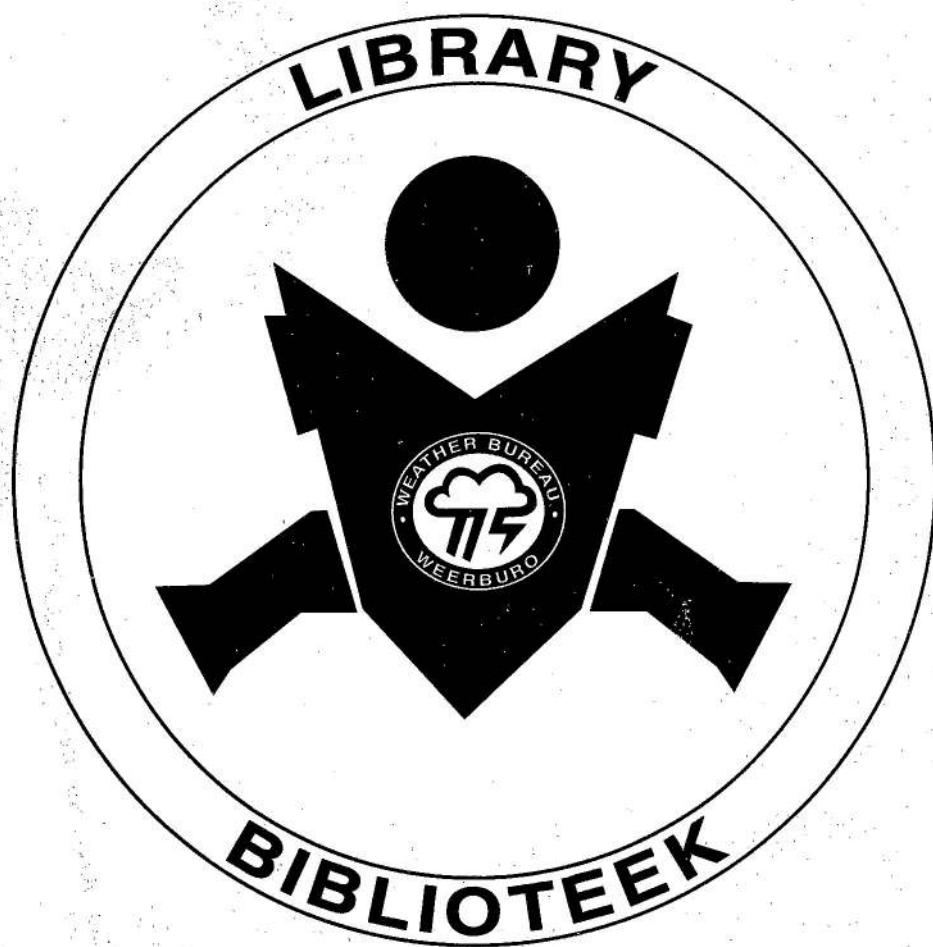
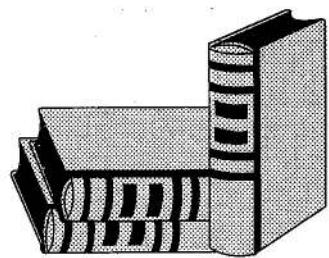
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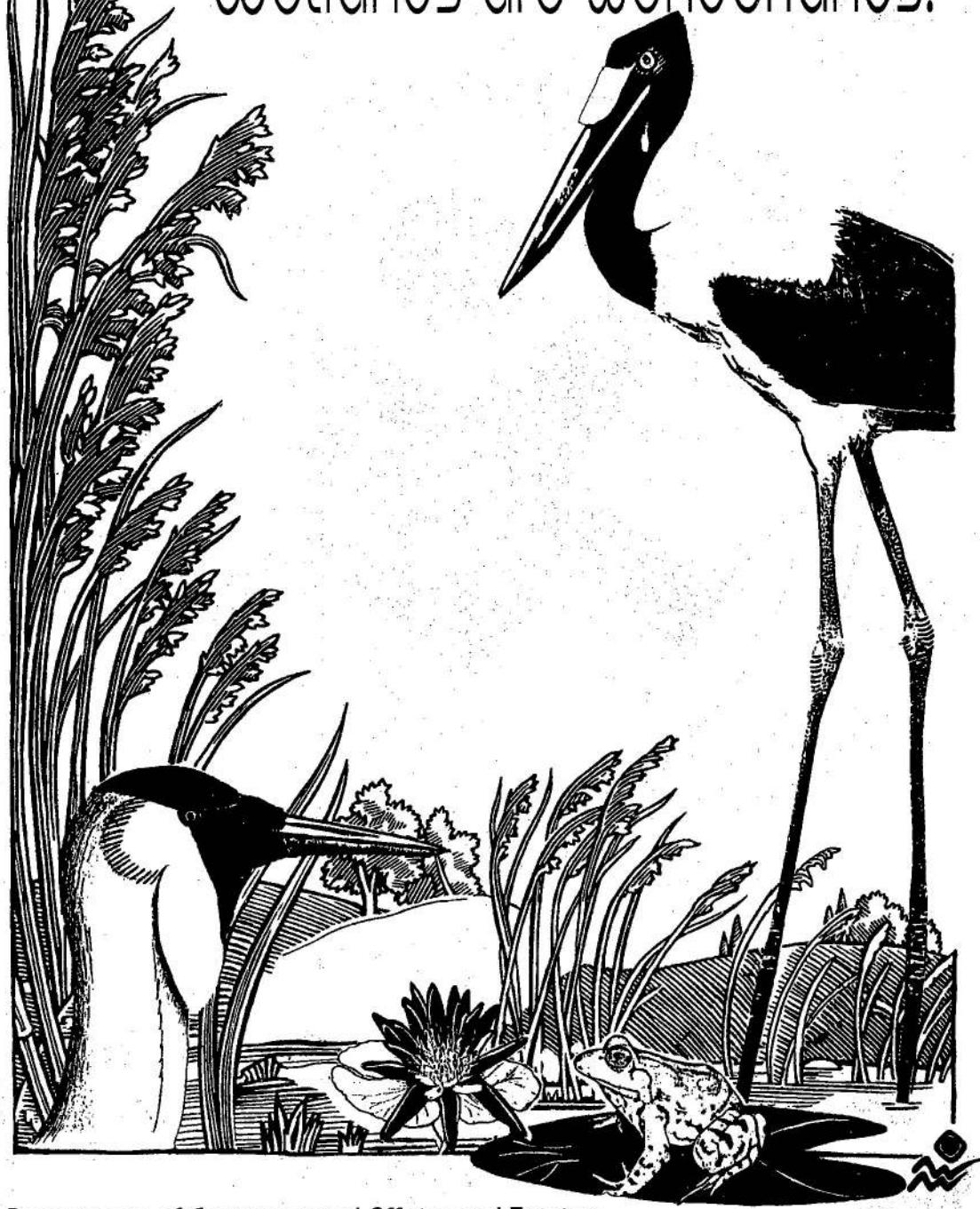
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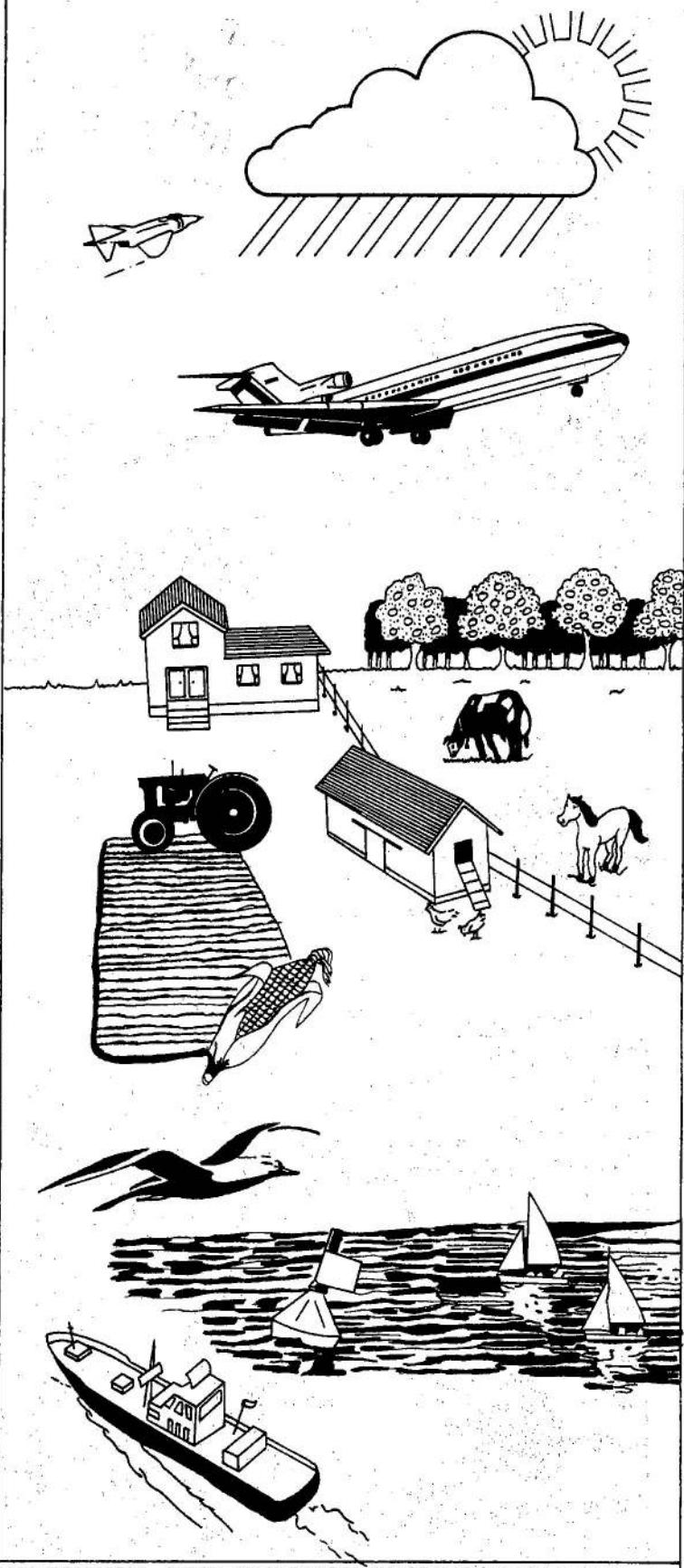
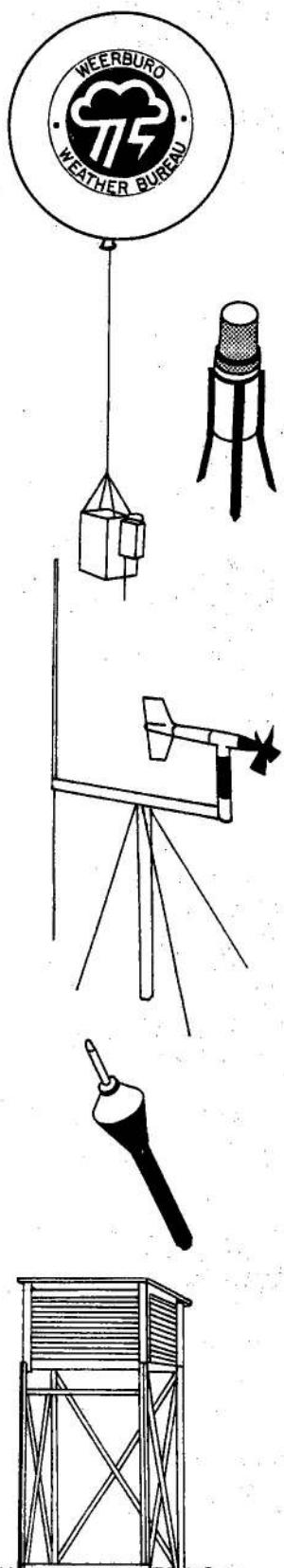
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