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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1514

8 Augustus 1975

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—
HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beddegoednywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir die werkgewers-organisatie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (5) (c), 22, 24, 25 en 31 van Hoofstuk I en klousule C (6) (e) van Hoofstuk III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (5) (c), 22, 24, 25 en 31 van Hoofstuk I en klousule C (6) (e) van Hoofstuk III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1514

8 August 1975

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANS-
VAAL.—MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Bedding Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and the employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (5) (c), 22, 24, 25 and 31 of Chapter I and clause C (6) (e) of Chapter III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of section 48 (3) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (5) (c), 22, 24, 25 and 31 of Chapter I and clause C (6) (e) of Chapter III, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

4812—1

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID
(TRANSSVAAL)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Bedding Manufacturers' Association of the Transvaal

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

National Union of Furniture and Allied Workers of
South Africa

en die

National Association of Furniture and Allied Workers of
South Africa

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

wat die partye is by die Nywerheidsraad vir die Beddegoednywerheid (Transvaal).

INDELING VAN OOREENKOMS

Hierdie Ooreenkoms is in drie hoofstukke soos volg ingedeel:

HOOFSTUK I

Bepalings wat op die Nywerheid van toepassing is oor die hele gebied wat deur die Ooreenkoms gedek word, tensy die teenoorgestelde gemeld word.

- Klousule 1. Toepassingsbestek van Ooreenkoms.
- Klousule 2. Geldigheidsduur van Ooreenkoms.
- Klousule 3. Woordomskrywing.
- Klousule 4. Sluiting van bedryfsinrigtings vir die jaarlikse vakansiesluiting.
- Klousule 5. Stukwerk en werk volgens 'n aansporingskema.
- Klousule 6. Buitewerk.
- Klousule 7. Werkure.
- Klousule 8. Korttyd.
- Klousule 9. Betaling van besoldiging.
- Klousule 10. Betaling vir oortydwerk en werk op Sondae.
- Klousule 11. Openbare vakansiedae met besoldiging.
- Klousule 12. Indiensneming en diensbeëindiging.
- Klousule 13. Vakansiebonusfonds.
- Klousule 14. Verskaffing van gereedskap.
- Klousule 15. Vrystellings.
- Klousule 16. Bestaande leerlingskapsertifikate.
- Klousule 17. Uitgawes van die Raad.
- Klousule 18. Registrasie van werkgewers.
- Klousule 19. Werkende eienaars en vennote.
- Klousule 20. Vertoning van Ooreenkoms en kennisgewings.
- Klousule 21. Die byhou van registers.
- Klousule 22. Vakverenigingvertegenwoordigers in die Raad en komitees van 'n nasionale aard in die Nywerheid.
- Klousule 23. Administrasie van Ooreenkoms.
- Klousule 24. Agente.
- Klousule 25. Indiensneming van vakverenigingsarbeid.
- Klousule 26. Absenteïsme.
- Klousule 27. Lone.
- Klousule 28. Verbod op die indiensneming van enigeen onder die ouderdom van 15 jaar.
- Klousule 29. Leerlinge.
- Klousule 30. Siekteverlof met besoldiging.
- Klousule 31. Ledegeld vir vakverenigings.
- Klousule 32. Werknemers wat by meer as een werksaamheid betrokke is.
- Klousule 33. Loonkorting.
- Klousule 34. Diensbeëindiging.
- Klousule 35. Verbode indiensneming.
- Klousule 36. Grondslag van betaling.
- Klousule 37. Uurloon.
- Klousule 38. *Ultra vires*.
- Klousule 39. Indiensneming van werknemers, graad IIIA.
- Klousule 40. Uniforms.

Aanhangsel A. Bepalings en voorwaardes wat ingevolge klousule 13 (5) van Hoofstuk I van hierdie Ooreenkoms op die VakansiebonusfondswaARBorg van toepassing is.

Aanhangsel B. Kennisgewing vereis ingevolge klousule 20 (3) van Hoofstuk I van die Ooreenkoms vir die Beddegoednywerheid, Transvaal.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING
MANUFACTURING INDUSTRY (TRANSSVAAL)

AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal

(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

and the

National Association of Furniture and Allied Workers of
South Africa

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

being the parties to the Industrial Council for the Bedding Manufacturing Industry (Transvaal).

DIVISION OF AGREEMENT

This Agreement is divided into three chapters as follows:

CHAPTER I

Provisions applicable to the Industry throughout the area covered by the Agreement unless the contrary is stated.

- Clause 1. Scope of application of Agreement.
- Clause 2. Period of operation of Agreement.
- Clause 3. Definitions.
- Clause 4. Closing of establishments for annual holiday shut-down.
- Clause 5. Piece-work and work under an incentive scheme.
- Clause 6. Outwork.
- Clause 7. Hours of work.
- Clause 8. Short-time.
- Clause 9. Payment of remuneration.
- Clause 10. Payment for overtime and work on a Sunday.
- Clause 11. Paid public holidays.
- Clause 12. Engagements and terminations of employment.
- Clause 13. Holiday Bonus Fund.
- Clause 14. Provision of tools.
- Clause 15. Exemptions.
- Clause 16. Existing learnership certificates.
- Clause 17. Expenses of the Council.
- Clause 18. Registration of employers.
- Clause 19. Working proprietors and partners.
- Clause 20. Exhibition of Agreement and notices.
- Clause 21. Keeping of records.
- Clause 22. Trade union representatives on the Council and committees of a national character in the Industry.
- Clause 23. Administration of Agreement.
- Clause 24. Agents.
- Clause 25. Employment of trade union labour.
- Clause 26. Absenteeism.
- Clause 27. Wages.
- Clause 28. Prohibition of employment of any person under the age of 15 years.
- Clause 29. Learners.
- Clause 30. Paid sick leave.
- Clause 31. Subscriptions to trade unions.
- Clause 32. Employees engaged in more than one operation.
- Clause 33. Abatement of wages.
- Clause 34. Termination of employment.
- Clause 35. Prohibited employment.
- Clause 36. Basis of payment.
- Clause 37. Hourly rate.
- Clause 38. *Ultra vires*.
- Clause 39. Employment of Grade IIIA employees.
- Clause 40. Uniforms.

Appendix A. Terms and conditions applicable to the Holiday Bonus Fund guarantee in terms of clause 13 (5) of Chapter I of this Agreement.

Appendix B. Notice required under clause 20 (3) of Chapter I of the Agreement for the Bedding Manufacturing Industry, Transvaal.

Aanhangsel C. Staat van Vakansiebonusfondsgeld verskuldig ingevolge klousule 4 (1) van Aanhangsel A.

Aanhangsel D. Staat wat ingevolge klousule 5 van Aanhangsel A teen 10 November ingedien moet word.

Aanhangsel E. Staat wat ingevolge klousule 7 van Aanhangsel A teen 23 Desember ingedien moet word.

Aanhangsel F. Staat van bedrae wat van lone afgetrek word.

Aanhangsel G. Registrasievorm as werkgewer in die Nywerheid wat ingevolge klousule 18 van Hoofstuk I ingedien moet word.

Aanhangsel H. Werkkaart vereis ingevolge klousule 12 (2) van Hoofstuk I van die Ooreenkoms.

HOOFSTUK II

Minimum lone.

HOOFSTUK III

Diensvoorwaardes van toepassing op drywers van motorvoertuie.

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Beddegoednywerheid betrokke of daarin werksaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Desember 1976 eindig of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

Tensy onbestaanbaar met die samehang, is onderstaande woordskrywings van toepassing op Hoofstukke I, II tot en met III van hierdie Ooreenkoms, en beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

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

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

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

“Beddegoednywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat een of meer van die volgende werksaamhede insluit:

(a) Matrasse, voermatrasse, bomatrasse, peule, kussings vir ateljeerusbanke en veereenhede;

(b) ateljeerusbanke;

(c) alle werksaamhede en prosesse wat in verband staan met die vervaardiging van die artikels genoem in paragrawe (a) en (b) indien uitgevoer deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonderd die werksaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels.

Vir die toepassing van hierdie woordskrywing beteken “ateljeerusbank” 'n meubelstuk wat ontwerp is om sitplek te verskaf en wat in 'n dubbelbed of twee of meer beddens omgeskep kan word en waarvan die raam hoofsaaklik van metaal vervaardig moet wees en die sit- en/of slaoppervlakte uit matrasse en/of kussings moet bestaan;

“opsigter” 'n werknemer wat op die fabriekperseel woon en verantwoordelik is vir een of meer van die volgende pligte:

(a) Versorging van die inhoud van die perseel;

(b) versorging en skoonmaak van die perseel;

(c) toesighouding oor skoonmaakpersoneel;

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

Appendix C. Statement of Holiday Bonus Fund moneys due in terms of clause 4 (1) of Appendix A.

Appendix D. Statement to be submitted by 10 November in terms of clause 5 of Appendix A.

Appendix E. Statement to be submitted by 23 December in terms of clause 7 of Appendix A.

Annexure F. Statement of deductions made from wages.

Appendix G. Registration form as an employer in the Industry, to be submitted in terms of clause 18 of Chapter I.

Appendix H. Working card required in terms of clause 12 (2) of Chapter I of the Agreement.

CHAPTER II

Minimum wages.

CHAPTER III

Employment conditions applicable to drivers of motor vehicles.

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers organisation and engaged in the Bedding Manufacturing Industry and by all employees who are members of the trade unions and employed in that Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such a date as may be specified by the Minister of Labour in terms of section 48 (1) of the Act, and shall continue in operation for a period ending on 31 December 1976 or such period as may be determined by him.

3. DEFINITIONS

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

Unless inconsistent with the context, the following definitions shall apply to Chapters I, II and III inclusive, in this Agreement:

“Act” means the Industrial Conciliation Act, 1956;

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

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

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

“Bedding Manufacturing Industry” means the industry in which employers and employees are associated for the manufacture of bedding which shall include any one or more of the following operations:

(a) Mattresses, spring mattresses, overlays, bolsters, cushions for studio couches and spring units;

(b) studio couches;

(c) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (a) and (b) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles.

A “studio couch” for the purposes of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

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

(a) Care of contents of the premises;

(b) care and cleaning of the premises;

(c) supervision of cleaning staff;

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

"onderbaas" 'n werknemer wat, behoudens die opdragte van die bestuur, op die gebruikelike wyse en gereeld die werk van ander werknemers in een of meer seksies van 'n bedryfsinrigting reël terwyl hy self ook betrokke is by die produksie van beddegoed in sy geheel of gedeeltelik, en/of enigeen van die werksaamhede verrig wat in Hoofstukke II en III van hierdie Ooreenkoms genoem word;

"Raad" die Nywerheidsraad vir die Beddegoednywerheid (Transvaal) wat ingevolge artikel 19 van die Wet geregistreer is;

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

"bedryfsinrigting" 'n perseel waar die Beddegoednywerheid beoefen word en omvat ook persele waar iemand in diens geneem is om een of meer van die klasse werk gespesifiseer in Hoofstukke II en III van hierdie Ooreenkoms, te verrig;

"ondervinding" die totale lengte van alle tydperke wat 'n werknemer in enige nywerheid werksaam was in die beroep wat hy beoefen;

"voorman" en/of "toesighouer" 'n werknemer wat in 'n toesighoudende hoedanigheid diens doen en wat, onder andere by die uitvoering van sy pligte, wat regstreeks in verband moet staan met die produksie van beddegoed in sy geheel of gedeeltelik—

(a) as sy vernaamste plig, 'n bedryfsinrigting of 'n afdeling of onderafdeling daarvan bestuur; en/of

(b) op die gebruikelike wyse en gereeld die werk van ander werknemers reël; en/of

(c) die bevoegdheid besit om werknemers in diens te neem of te ontslaan of aanbevelings in verband daarmee of in verband met bevorderings of rangverlagings te doen; en/of

(d) op die gebruikelike wyse en gereeld magte van vrye goedvinde uitoefen; en

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

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

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

"werknemer, graad I," 'n werknemer wat een of meer van die werksaamhede in die Beddegoednywerheid verrig wat in klousule 3 van Hoofstuk II van die Ooreenkoms bedoel word;

"werknemer, graad IA," 'n werknemer wat een of meer van die werksaamhede in die Beddegoednywerheid verrig uitgesonderd dié werksaamhede voorgeskryf vir werknemers in klousules 3, 4, 5, 6, 7, 8 en 10 van Hoofstuk II van die Ooreenkoms;

"werknemer, graad II," 'n werknemer wat een of meer van die werksaamhede in die Beddegoednywerheid verrig wat in klousules 4 en 6 van Hoofstuk II van die Ooreenkoms bedoel word;

"werknemer, graad III," 'n werknemer wat een of meer van die werksaamhede in die Beddegoednywerheid verrig wat in klousules 7 en 10 van Hoofstuk II van die Ooreenkoms bedoel word;

"werknemer, graad IIIA," 'n werknemer wat een of meer van die werksaamhede in die Beddegoednywerheid verrig wat in klousule 5 van Hoofstuk II van die Ooreenkoms bedoel word;

"werknemer, graad IV," 'n werknemer wat een of meer van die werksaamhede in die Beddegoednywerheid verrig wat in klousule 8 van Hoofstuk II van die Ooreenkoms bedoel word;

"Vakansiebonusfonds" die Transvaalse Vakansiebonusfonds vir Beddegoedwerkers wat ingevolge klousule 13 (4) (a) van Hoofstuk I voortgesit en deur die Raad geadmistreer word;

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

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

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

"Council" means the Industrial Council for the Bedding Manufacturing Industry (Transvaal) registered in terms of section 19 of the Act;

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

"establishment" means any premises where the Bedding Manufacturing Industry is carried on and includes any premises where a person is employed in any one or more of the classes of work specified in Chapters II and III of this Agreement;

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

"foreman" and/or "supervisor" means an employee who is employed in a supervisory capacity and who, inter alia, in the execution of his duties, which shall be related directly to the production of bedding in whole or in part—

(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 the highest prescribed in this Agreement whether weekly or monthly; and

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

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

"Grade I employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clause 3 of Chapter II of the Agreement;

"Grade IA employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry with the exception of the operations provided for the employees in clauses 3, 4, 5, 6, 7, 8 and 10 of Chapter II of the Agreement;

"Grade II employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clauses 4 and 6 of Chapter II of the Agreement;

"Grade III employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clauses 7 and 10 of Chapter II of the Agreement;

"Grade IIIA employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clause 5 of Chapter II of the Agreement;

"Grade IV employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clause 8 of Chapter II of the Agreement;

"Holiday Bonus Fund" means the Transvaal Bedding Workers' Holiday Bonus Fund, continued in terms of clause 13 (4) (a) of Chapter I, and administered by the Industrial Council for the Bedding Manufacturing Industry;

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

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

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

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

"militêre opleiding" opleiding ingevolge die Verdedigingswet, 1957;

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

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

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

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

"toesighouer"—kyk "voorman";

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

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke soos voorgeskryf in Hoofstukke II en III van hierdie Ooreenkoms, of, waar 'n werkgever gewoonlik aan 'n werknemer 'n hoër bedrag ten opsigte van dié gewone werke betaal as dié wat aldus voorgeskryf word, dié hoër bedrag; "werkende eienaar" of "werkende vennoot" 'n werkgever wat persoonlik een van die werksaamhede gespesifiseer in Hoofstuk II of III van hierdie Ooreenkoms in sy eie bedryfsinrigting verrig;

"wag" 'n werknemer wat persele of ander onroerende goed bewaak.

4. SLUITING VAN BEDRYFSINRIGTING VIR DIE JAARLIKSE VAKANSIESLUITING

Geen werkgever mag werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig en geen werknemer mag werk onderneem of verrig, teen besoldiging al dan nie, gedurende die volgende tydperke nie:

(a) Vanaf die aand van 19 Desember 1975 tot die heropeningstyd op die oggend van Dinsdag, 13 Januarie 1976;

(b) vanaf die aand van 15 Desember 1976 tot 'n heropeningsdatum wat deur die Raad gedurende November 1975 bepaal moet word.

5. STUKWERK EN WERK VOLGENS 'N AANSPORINGSKEMA

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

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

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy ingevolge hierdie Ooreenkoms, uitgesonderd dié van hierdie klousule, geregtig sou wees, mag 'n werkgever 'n werknemer se loon baseer op die hoeveelheid werk verrig of produksie gelewer. Met dien verstande dat sodanige stelsel van loonsbetaling toelaatbaar is slegs in die vorm van 'n aansporingskema oor die voorwaardes waarvan daar ooreengekom is soos in subklousules (3) en (4) uiteengesit.

(3) 'n Werkgever wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat, na oorlegpleging met die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, oor die voorwaardes van so 'n skema mag besluit.

(4) Die voorwaardes van so 'n aansporingskema en alle latere wysigings daarvan waaroor die komitee 'n ooreenkoms, moet op skrif gestel en onderteken word deur die lede van die komitee en mag nie deur die komitee verander of deur een van die twee partye beëindig word nie, tensy die party wat die skema wil verander of beëindig, skriftelik aan die ander party kennis gegee het vir 'n tydperk waarvoor die party mag besluit wanneer hulle so 'n skema aangaan.

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

6. BUTTEWERK

(1) Geen werkgever mag van enigeen van sy werknemers vereis of hom toelaat om werk in verband met die Beddegoednywerheid elders as in sy bedryfsinrigting te onderneem nie, behalwe

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

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

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

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

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

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

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

"supervisor"—see "foreman";

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

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

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

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

4. CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

No employer shall perform work, or require or allow an employee to perform work, and no employee shall undertake or perform work, whether for remuneration or not, during the following periods:

(a) From the evening of 19 December 1975 to reopening time on the morning of Tuesday, 13 January 1976;

(b) from the evening of 15 December 1976 to a re-opening date to be determined by the Council during November 1975.

5. PIECE-WORK AND WORK UNDER AN INCENTIVE SCHEME

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

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

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

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

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Bedding Manufacturing Industry elsewhere than in his establishment except when

wanneer sodanige werk verrig word ter voltooiing van 'n bestelling wat by 'n werkgever geplaas is en uitgevoer word op persele wat die eiendom is van of geokkupeer word deur die persoon vir wie die werk onderneem word.

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

(3) Met uitsondering van dié buitewerk waarvoor daar in subklousules (1) en (4) voorsiening gemaak word, mag geen werkgever en/of werknemer werk in verband met die Beddegoednywerheid onderneem nie op ander persele as dié wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of, waar die Wet op Fabriek, Masjinerie en Bouwerk, 1941, nie van toepassing is nie, by werkkamers wat by die Raad geregistreer is en uitsluitlik vir werk in die Beddegoednywerheid gebruik word.

(4) Geen werkgever mag, ongeag die materiaal wat gebruik word, werk in verband met die vervaardiging van beddegoed, of in sy geheel of gedeeltelik, uitbestee nie, behalwe aan bedryfsinrigtings wat erken word as bedryfsinrigtings binne die Nywerheid deurdat hulle aangeneem is as lid van enigeen van die organisasies wat partye is by hierdie Ooreenkoms, of deurdat hulle by die Raad geregistreer is [behoudens subklousule (3)], maar waar 'n bedryfsinrigting nie so georganiseer is dat hy 'n bepaalde soort werk op sy eie perseel kan doen nie en die Nywerheid nie daardie soort diens verskaf nie, is werkgevers daarop geregtig om sodanige werk uit te bestee.

7. WERKURE

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer, vereis of hom toelaat om—

(a) meer as 44 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie;

(b) meer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie: Met dien verstande dat daar van 'n werknemer in 'n fabriek waar—

(i) die gewone werkure hoogstens vyf op een dag in elke week is, vereis of hy toegelaat mag word om vir 'n bykomende tydperk van hoogstens 'n halfuur op elk van die oorblywende dae van die week te werk; of

(ii) die werknemers nie gewoonlik op meer as vyf dae per week werk nie, vereis of hy toegelaat mag word om op enige werkdag vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk: of

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

(d) as dit 'n vrou is—

(i) tussen 06h00 en 18h00 te werk nie; of

(ii) na 13h00 op meer as vyf dae in 'n week te werk nie.

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

(a) tien uur; of

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

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

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

(ab) op meer as drie agtereenvolgende dae nie;

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

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

(i) voor middag aan so werknemer daarvan kennis gegee het; of

(ii) 'n toereikende maaltyd aan so 'n werknemer verskaf voordat sy met oortydwerk begin; of

(iii) so 'n werknemer 'n toelae van 30c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk moet begin.

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

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

such work is in completion of an order placed with such employer and is performed in premises owned or occupied by the person for whom the work is undertaken.

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

(3) No employer and/or employee shall undertake any work in connection with the Bedding Manufacturing Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, or where the Factories, Machinery and Building Work Act, 1941, does not apply, in workrooms registered with the Council and used solely for work in the Bedding Manufacturing Industry, except such outwork as is provided for in subclauses (1) and (4).

(4) No employer shall give out work in connection with the manufacture of bedding, either in whole or in part, irrespective of the materials used, other than to establishments recognised as being within the Industry by having been accepted as a member of any of the organisations who are parties to this Agreement, or by being registered with the Council [but subject to the provisions of subclause (3)], except that where an establishment is not organised for doing a particular type of work on its own premises and the Industry does not provide that type of service, employers shall be entitled to give out such work.

7. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee—

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

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

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

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

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

(d) who is a female, to work—

(i) between 06h00 and 18h00; or

(ii) after 13h00 on more than five days in any week.

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

(a) ten hours; or

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

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

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

(ab) on more than three consecutive days;

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

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

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

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

(iii) paid such employee an allowance of 30c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

(b) 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 gedurende 'n gedeelte van 'n tydperk bedoel in paragraaf (b) te verlaat, die veronderstelling waarvoor in hierdie subklousule voorsiening gemaak word, nie van toepassing is nie ten opsigte van so 'n werknemer wat betref daardie gedeelte van so 'n tydperk.

(4) Daar moet elke dag aan elke werknemer 'n pouse van 10 minute beide in die voormiddag en in die namiddag toegestaan word wat gereken moet word as tyd gewerk.

8. KORTTYD

(1) As 'n werkgever weens 'n handelslapte, 'n tekort aan grondstowwe, 'n algemene onklaarraking van uitrusting of masjinerie veroorsaak deur 'n ongeluk of ander onvoorsiene noodtoestand, nie in staat is om sy werknemers in diens te hou vir die getal gewone werkure per week wat gewoonlik in sy bedryfsinrigting gewerk word nie, moet die werknemer, behoudens hierdie klousule, sy werknemers korttyd laat werk gedurende, maar nie vir langer nie as die tydperk wat so 'n handelslapte, tekort aan grondstowwe of algemene onklaarraking van masjinerie of uitrusting duur.

(2) Wanneer korttyd gewerk word, moet die beskikbare werk verdeel word onder die werknemers wat geraak is in 'n seksie, en as daar bevind word dat dit nodig is om werknemers te ontslaan, moet die werknemers wat die laagste lone verdien, eerste ontslaan word: Met dien verstande dat geen werknemer weens korttyd ontslaan mag word nie totdat die korttydwerkure minder as 35 per week oor 'n aaneenlopende tydperk van vier weke daal.

(3) 'n Werknemer wat hom op 'n bepaalde dag op die gewone begintyd van die bedryfsinrigting vir diens aanmeld en vir wie geen werk beskikbaar is nie, moet ten opsigte van so 'n dag minstens vier uur se loon betaal word, tensy sy werkgever hom vooraf kennis gegee het dat sy dienste op die betrokke dag nie nodig sou wees nie.

9. BETALING VAN BESOLDIGING

(1) 'n Werkgever in enige van die klasse genoem in Hoofstukke II en III van hierdie Ooreenkoms wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as die minimum vir so 'n klas, moet, solank hy by dieselfde werkgever in dieselfde klas werk in diens is, minstens die loon ontvang wat hy op dié datum ontvang het, plus enige verhoging voorgeskryf in klousule 2 van Hoofstuk II of in klousule B van Hoofstuk III, na gelang van die geval, behoudens die voorwaarde dat die Raad magtiging mag verleen vir die verlaging van so 'n hoër loon tot die peil wat in hierdie Ooreenkoms vir 'n werknemer voorgeskryf word.

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

(3) Alle besoldiging moet aan die werknemers oorhandig word in verselde koevertes waarop die naam en adres van die werkgever en die naam en beroep van die werknemer aangeteken is en wat 'n staat bevat met al die inligting wat hieronder uiteengesit word, of anders moet die besonderhede wat hieronder uiteengesit word op die loonkoevert aangeteken word:

Naam van werknemer.....	
Naam en adres van werkgever.....	
Week eindigende.....	Beroep.....
Loon..... uur teen.....	R.....
Oortydwerk..... uur teen.....	R.....
Vakansiebonusfonds*.....%	R.....
* (Voeg in 15, 10 of 5).	
Subtotaal.....	R.....
Min: Voorsorgfondsbydraes.....	R.....
Subtotaal—Belasbare inkomste.....	R.....
Min:	
Inkomstebelasting.....	R.....
Vakansiebonusfonds.....	R.....
Nywerheidsraadsheffing.....	R.....
Werkloosheidsversekeringsfonds.....	R.....
Vakverenigingledegeld.....	R.....
Ander gemagtigde aftrekkings (spesifiseer).....	R.....
Bedrag ingesluit: Kontant.....	R.....

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

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

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

8. SHORT-TIME

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

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

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

9. PAYMENT OF REMUNERATION

(1) An employee in any of the classes mentioned in Chapters II and III of this Agreement and who at the date of coming into operation of this Agreement is receiving a higher wage than the minimum for such class shall, so long as he remains in the service of the same employer and is engaged in the same class of work, receive a wage not lower than the wage he is receiving at such date, plus any increase provided for in clause 2 of Chapter II or clause B of Chapter III, as the case may be, subject to the condition that the Council may authorise a reduction of such higher wage in the level prescribed in this Agreement for an employee.

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

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

Employee's name.....	
Name and address of employer.....	
Week ending.....	Designation.....
Wage..... hours at.....	R.....
Overtime..... hours at.....	R.....
Holiday Bonus Fund*.....%	R.....
* (Insert 15, 10 or 5).	
Subtotal.....	R.....
Less: Provident Fund contributions...	R.....
Subtotal—Taxable income.....	R.....
Less:	
Income tax.....	R.....
Holiday Bonus Fund.....	R.....
Industrial Council levy.....	R.....
Unemployment Insurance Fund.....	R.....
Trade Union subscriptions.....	R.....
Other authorised deductions (specify).....	R.....
Amount enclosed: Cash.....	R.....

(4) 'n Werkgewer mag nie 'n premie vir die opleiding van 'n werknemer vra of ontvang nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van opleidingskemas waartoe die werkgewer regtens moet bydra nie.

(5) Behoudens hierdie Ooreenkoms of enige ander ooreenkoms aangegaan tussen die partye mag geen aftrekkings van enige aard gemaak word van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, verdienste vir oortydwerk en/of enige ander vorm van besoldiging nie, behalwe die volgende:

(a) Enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

(b) met die skriftelike toestemming van die werknemer, bedrae vir versekerings- of pensioenfondse;

(c) bydraes tot die fondse van die vakverenigings ingevolge klousule 31 van hierdie Hoofstuk;

(d) enige ander bedrae wat ingevolge hierdie Ooreenkoms of enige ander ooreenkoms van die Raad afgetrek moet word.

10. BETALING VIR OORTYDWERK EN WERK OP SONDAE

(1) Die volgende tyd wat gewerk word, behalwe tyd wat Sondag gewerk word, word as oortydwerk beskou, en 'n werknemer moet vir elke uur of gedeelte van 'n uur vir sodanige oortydwerk betaal word teen een en 'n half maal sy uurloon—

(a) vir alle tyd wat langer as 44 uur in 'n bepaalde week gewerk word of vir die gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is; en/of

(b) waar 'n werknemer nie die volle getal ure voltooi wat die bedryfsinrigting gewoonlik werk nie weens siekte waarvoor hy 'n mediese sertifikaat moet toon op die dag wanneer hy sy werk hervat, en daar van hom vereis word om voor die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting te werk (uitgesonderd tyd wat op Sondag gewerk word), selfs indien die ure aldus gewerk onvoldoende is om die volle getal ure te voltooi wat die bedryfsinrigting gewoonlik werk:

Met dien verstande dat indien 'n werknemer van die werk afwesig is—

(i) op 'n openbare vakansiedag in klousule II van hierdie Hoofstuk bedoel waarop daar nie van die werknemer vereis word om te werk nie; of

(ii) gedurende enige of al die gewone werkure wat in sy werkgewer se bedryfsinrigting nagekom word, op versoek of op las van sy werkgewer; of

(iii) gedurende die gewone werkure tydens die eerste of laaste werkweke van die jaar toe die bedryfsinrigting nie gewerk het nie omdat dit vir die jaarlikse vakansiesluiting gesluit was ingevolge klousule 4 van hierdie Hoofstuk;

sodanige tydperke van afwesigheid vir die toepassing van hierdie subklousule geag moet word tyd gewerk te wees.

(2) (a) Vir alle tyd van hoogstens vier uur op 'n Sondag gewerk, moet 'n werknemer betaal word teen minstens een en 'n half maal die besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.

(b) Vir alle tyd van meer as vier uur op 'n Sondag gewerk, moet 'n werknemer besoldiging ontvang van minstens dubbel sy gewone uurlikse besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk.

(3) Ondanks subklousule (1)—

(a) mag 'n bedryfsinrigting nie meer as 10 uur oortyd per week werk nie, tensy die betrokke werkgewer vooraf die Raad se toestemming verkry het op die wyse voorgeskryf in subklousule 7 (2) (b) van hierdie Hoofstuk van die Ooreenkoms;

(b) mag 'n bedryfsinrigting 10 uur of minder per week oortydwerk verrig, mits die betrokke werkgewer die Sekretaris van die Raad daarvan in kennis stel binne sewe dae nadat dié oortydwerk verrig is.

11. OPENBARE VAKANSIEDAE MET BESOLDIGING

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

(4) 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 training schemes to which the employer is legally required to contribute.

(5) Subject to the provisions of this Agreement or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the following:

(a) Any deduction which an employer is legally or by order of any competent court required or permitted to make;

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

(c) deductions of contributions to the funds of the trade unions in terms of clause 31 of this Chapter;

(d) any other deductions in terms of this Agreement or any other Agreement of the Council.

10. PAYMENT FOR OVERTIME AND WORK ON A SUNDAY

(1) The following time worked, other than time worked on a Sunday, shall be regarded as overtime and an employee shall for each hour or part of an hour of such overtime be paid at the rate of one and a half (1½) times his hourly rate—

(a) for all time worked in excess of 44 hours in any one week or the normal hours of the establishment per week where such ordinary hours of work are less than 44 hours; and/or

(b) where an employee does not complete the total number of hours ordinarily worked by the establishment, owing to illness for which he must produce a medical certificate on the day he resumes work, and he is required to work before the normal starting and/or finishing time of the establishment (other than time worked on a Sunday) even if the hours so worked are insufficient to complete the total number of hours ordinarily worked by the establishment: Provided that should an employee be absent from work—

(i) on a public holiday referred to in clause 11 of this Chapter on which the employee was not required to work; or

(ii) during any or all of the ordinary hours of work which are observed in his employer's establishment, upon the request or instruction of his employer; or

(iii) during the ordinary hours of work during the first and last working weeks of the year which were not worked by the establishment owing to the establishment being closed for the annual holiday shut-down in terms of clause 4 of this Chapter;

such periods of absence shall, for the purposes of this subclause, be deemed to be time worked.

(2) (a) For any time worked on a Sunday not exceeding four hours, an employee shall be paid at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week day.

(b) For any time worked on a Sunday exceeding four hours, an employee shall be paid remuneration at a rate not less than double his ordinary hourly rate of remuneration, in respect of the total period worked on such Sunday.

(3) Notwithstanding the provisions of subclause (1)—

(a) no overtime in excess of 10 hours per week may be worked by an establishment unless the employer concerned has obtained the prior permission of the Council in the manner prescribed in subclause 7 (2) (b) of this Chapter of the Agreement;

(b) overtime of 10 hours or less per week may be worked by an establishment provided the employer concerned advises the Secretary of the Council, in writing, of the fact within seven days of such overtime being worked.

11. PAID PUBLIC HOLIDAYS

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

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

(a) Goeie Vrydag;

(b) die jaarlikse sluitingsdatum voorgeskryf ingevolge klousule 4 van hierdie Hoofstuk,

is die werknemer desondanks geregtig op betaling vir—

in die geval van (a) hierbo, Goeie Vrydag en Paasmaandag; en

in die geval van (b) hierbo, Geloftedag, Kersdag en Nuwejaarsdag.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is Hemelvaartsdag en Republiekdag openbare vakansiedae met besoldiging ingevolge artikel 20 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(4) Vir alle tyd wat volgens ooreenkoms tussen 'n werkgever en sy werknemer ingewerk word in plaas van die gewone werkdag wat verlore sal gaan weens die sluiting van 'n fabriek net op enigen van die dae in paragrawe (a), (b), (c) en (d) van hierdie subklousule bedoel, moet 'n werknemer die gewone loon van die betrokke werknemer betaal word. Met dien verstande dat die tyd ingewerk moet word gedurende die twee weke voor sodanige sluiting op die onderskeie dae:

(a) Die Vrydag na Hemelvaartsdag;

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

(c) die Joodse Versoendag;

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

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

(6) Ondanks subklousule (5), indien enige tyd op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag, Hemelvaartsdag en Republiekdag gewerk word, moet 'n werknemer benewens die dag se betaling ten opsigte van elk van hierdie dae een en 'n half maal die uurloon van die betrokke werknemer betaal word.

12. INDIENSNEMING EN DIENSBEEINDIGING

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever 'n aansoeker om werk in diens neem nie tensy sodanige aansoeker 'n werkkartaar toon wat deur die Raad uitgereik is.

(2) Die werkkartaar bedoel in subklousule (1) moet in die vorm wees soos in Aanhangel H van hierdie Hoofstuk aangedui en dit moet van die Raad verkry word deur elke aansoeker wat vir die eerste keer werk in die Beddegoednywerheid soek by 'n werkgever wie se bedryfsinrigting binne 'n straal van 25 kilometer van die Raad se kantore af geleë is.

(3) 'n Werkgever wie se bedryfsinrigting geleë is buite die straal van 25 kilometer in subklousule (2) bedoel, moet, in die geval van 'n werknemer wat vir die eerste keer by die Nywerheid in diens tree, binne 24 uur na die indiensneming van die werknemer skriftelik namens die werknemer aansoek doen om die werkkartaar in subklousule (1) bedoel.

(4) Die werkgever moet onmiddellik by indiensneming van die aansoeker of ontvangs van die werkkartaar van die Raad, die naam van die bedryfsinrigting, die beroep van die werknemer, die datum van indienstreding en die voorgeskryde loon van die werknemer op die werkkartaar aanteken en die werkkartaar binne drie dae aan die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000, stuur.

(5) Die Raad moet so spoedig as wat redelik moontlik is die inligting wat hy nodig het van die werkkartaar afskryf en die kaart daarna aan die werkgever terugstuur, wat dit moet bewaar totdat die werknemer sy diens verlaat en dan die datum van diensbeëindiging en die werklike loon by diensbeëindiging op die kaart moet aanteken en die kaart aan die werknemer moet teruggee.

13. VAKANSIEBONUSFONDS

(1) Elke werkgever moet aan die Raad ten opsigte van elke werknemer (uitgesonderd los werknemers) op die tyd en wyse voorgeskryf in subklousule (4) vir elke week vakansiebonusfondsgeld betaal gebaseer op die besoldiging bereken op die wyse voorgeskryf in subklousule (2), behoudens die volgende:

(a) Die vakansiebonusfondsgeld moet gelyk wees aan 15 per sent van die werknemer se besoldiging soos omskryf in subklousule (2): Met dien verstande dat—

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

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

(a) Good Friday;

(b) the annual closing date prescribed in terms of clause 4 of this Chapter,

the employee shall nevertheless be entitled to payment for— in the case of (a) above, Good Friday and Easter Monday; and

in the case of (b) above, Day of the Covenant, Christmas Day and New Year's Day.

(3) Notwithstanding anything to the contrary contained in this Agreement, Ascension Day and Republic Day shall be paid public holidays in terms of the provisions of section 20 of the Factories, Machinery and Building Work Act, 1941.

(4) For any time worked in, by agreement between an employer and his employee, in lieu of normal working time which will be lost owing to the closure of a factory only on any of the days mentioned in subparagraphs (a), (b), (c) and (d), an employee shall be paid at the ordinary rate of the employee concerned: Provided that the time shall be worked in during the two weeks prior to such closure on the respective days:

(a) The Friday after Ascension Day;

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

(c) the Jewish Day of Atonement;

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

(5) Notwithstanding anything to the contrary contained in this clause, all establishments shall be closed and no work shall be performed on Good Friday, Day of the Covenant, Ascension Day or on Republic Day.

(6) Notwithstanding subclause (5), should any time be worked on Good Friday, Easter Monday, Day of the Covenant, Christmas Day, New Year's Day, Ascension Day and Republic Day an employee shall in addition to the day's pay in respect of each of these days, be paid at one and a half times the hourly rate of the employee concerned.

12. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

(1) Notwithstanding anything to the contrary contained in this Agreement, no employer shall engage an applicant for work unless such applicant produces a working card issued by the Council.

(2) The working card referred to in subclause (1) shall be in the form as per Appendix H to this Chapter and shall be obtained from the Council by every applicant who for the first time seeks employment in the Bedding Manufacturing Industry with an employer whose establishment is situated within a radius of 25 km of the Council's offices.

(3) An employer whose establishment is situated outside the radius of 25 kilometres referred to in subclause (2) shall, in the case of an employee who enters the Industry for the first time within 24 hours of the engagement of the employee apply, in writing, on behalf of the employee for the working card referred to in subclause (1).

(4) The employer shall, immediately on the engagement of the applicant or on receipt of the working card from the Council, enter in the working card the name of the establishment, occupation of the employee, date of commencement of employment and the prescribed wage of such employee and within three days forward the working card to the Secretary of the Council, P.O. Box 10467, Johannesburg, 2000.

(5) Such information as is required by the Council shall be taken from the working card as soon as reasonably possible after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and actual wage on termination and return the card to the employee.

13. HOLIDAY BONUS FUND

(1) Every employer shall pay to the Council in respect of every employee (excluding casual employees) at the time and in the manner prescribed in subclause (4) in respect of each week holiday bonus fund moneys based on the remuneration calculated in the manner specified in subclause (2), subject to the following:

(a) The holiday bonus fund moneys shall be equal to 15 per cent of the employee's remuneration as defined in subclause (2): 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) die werknemer gedurende die eerste week van diensaanvaarding die maksimum getal gewone ure moes gewerk het of geag word te gewerk het wat dit vir die werknemer moontlik was om in die bedryfsinrigting te gewerk het; of

(iii) die werknemer 44 uur of langer in enige week moes gewerk het of geag word te gewerk het of die normale gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is; of

(b) die vakansiebonusfondsgeld moet gelyk wees aan 10 persent van die werknemer se besoldiging soos omskryf in subklousule (2) indien die werknemer tot 'n halfuur minder gewerk het of geag word te gewerk het as die ure voorgeskryf in paragraaf (a); of

(c) die vakansiebonusfondsgeld moet gelyk wees aan 5 persent van die werknemer se besoldiging soos omskryf in subklousule (2) indien die werknemer minder ure gewerk het of geag word te gewerk het as die getal voorgeskryf in paragraaf (b);

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

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

(b) Die uitdrukking "geag word te gewerk het" in die omskrywing van "besoldiging" in hierdie subklousule beteken die tydperk waarin dit vir die werknemer nie moontlik was om te werk nie vanweë korttyd of wat hy nie gewerk het nie omdat hy militêre opleiding ondergaan het oor 'n maksimum tydperk van vier maande, of wat hy nie gewerk het nie vanweë die openbare vakansiedae met besoldiging bedoel in klousules 11 (1) en 11 (3) of met die toestemming of latere goedkeuring van sy werkgever.

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

(d) Die uitdrukking "die loontarief per uur wat van toepassing is, afhangende van wanneer hy dié ure gewerk het" ná die woorde "met die uurtarief en/of" in die omskrywing van "besoldiging" in hierdie subklousule beteken die loontarief betaalbaar per uur ingevolge klousules 10 en 11 van die Ooreenkoms; dit wil sê een en 'n half maal of twee maal of twee en 'n half maal die uurtarief, na gelang van die geval.

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

(4) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousule (1) betaalbaar is maand ná maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal om gestort te word in die Transvaalse Vakansiebonusfonds vir Beddegoedwerkers ingestel by Goewermentskennisgewing 492 van 24 Maart 1961, en genoem die "Transvaalse Vakansiebonusfonds vir Beddegoedwerkers" en die Transvaalse Bonusfonds vir Beddegoedwerkers ingestel by Goewermentskennisgewing R. 17 van 8 Januarie 1971, wat hierby voortgesit en saamgesmelt word, hierna bekend as die "Vakansiebonusfonds".

Wanneer die werkgever sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangsel F van hierdie Hoofstuk gespesifiseer word.

(b) 'n Werkgever wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat

(ii) during the first week of commencement of employment an 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

(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; or

(b) the holiday bonus fund moneys shall be equal to 10 per cent of the employee's remuneration as defined in subclause (2) if the employee worked, or be deemed to have worked, up to half an hour less than the hours specified in paragraph (a); or

(c) the holiday bonus fund moneys shall be equal to 5 per cent of the employee's remuneration as defined in subclause (2) if the employee worked, or be deemed to have worked, a lesser number of hours than the number specified in paragraph (b);

(d) any hours worked by an employee before or after the normal starting and/or finishing time of the establishment shall, for the purposes of determining the percentage of holiday bonus fund moneys payable in terms of subclauses (1) (a) or (b) be added to the hours worked by the employee during the normal starting and/or finishing time of the establishment.

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

(b) The expression, "deemed to have been worked" contained in the definition of "remuneration" in this subclause, shall mean such period an employee was unable to work owing to short-time, or whilst undergoing military training for a maximum period of four months or on the paid public holidays referred to in clauses 11 (1) and 11 (3) or with the consent or subsequent approval of the employer, did not work.

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

(d) The expression "the wage rate per hour applicable, dependent on when such hours were worked" after the words "by the hourly rate and/or" in the definition of remuneration in this subclause shall mean the wage rate payable per hour in terms of clauses 10 and 11 of the Agreement; that is one and a half times or twice or two and a half times the hourly rate, as the case may be.

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

(4) (a) Subject to the provisions of paragraph (b) all amounts payable in terms of subclause (1), shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposit into the Transvaal Bedding Workers' Holiday Bonus Fund established under Government Notice 492 of 24 March 1961, and styled the "Transvaal Bedding Workers' Holiday Fund" and the Transvaal Bedding Workers' Bonus Fund, established under Government Notice R. 17 of 8 January 1971, which is hereby, continued and amalgamated, hereinafter referred to as the "Holiday Bonus Fund".

When making such payment the employer shall furnish a statement in the form specified as per Appendix F to this Chapter.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned, in writing, by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council, in writing, to do so, submit the amounts in terms of this clause week by week so as to reach the

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 in paragraaf (a) bedoel. 'n Werkgewer op wie hierdie paragraaf toegepas is, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in paragraaf (a) voorsiening gemaak is.

(c) Indien die Raad enige bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand ná die maand ten opsigte waarvan dit betaalbaar is ontvang nie, moet die werk-gewer op sodanige bedrag of op sodanige kleiner bedrag wat onbetaal bly rente betaal, bereken teen een persent per maand of gedeelte daarvan vanaf dié 10de dag tot op die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad geregtig is om na eie goeddunke die betaling van sodanige rente of 'n gedeelte daarvan kwyt te skeld.

(5) Elke werkgewer wat deur 'n geregistreerde bank en/of versekeringsmaatskappy, wat die Raad se goedkeuring wegdra, aan die Raad 'n waarborg verskaf vir die totale bedrag van sy jaarlikse verpligtinge ingevolge hierdie klousule, moet, sonder om sy aanspreeklikheid teenoor sy werknemers enigins te beperk, vrystelling verleen word van die betaling aan die Raad op die wyse in subklousule (4) van hierdie klousule voorgeskryf: Met dien verstande dat die vrystelling onderworpe is aan sodanige bepalinge en voorwaardes as wat die Raad van tyd tot tyd daarop van toepassing maak.

(6) (a) Die Vakansiebonusfonds moet deur die Raad geadministreer word en alle onkoste wat in verband met die administrasie van die Vakansiebonusfonds aangegaan word, moet teen die Raad gedebiteer word.

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

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

Tussen 7 en 20 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van September ten opsigte van hom in die Vakansiebonusfonds gestort is.

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

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

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

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

(a) Alle geld wat ingevolge hierdie klousule ontvang is;
(b) uitgawes gedurende die 12 maande geëindig 28 Februarie, onder alle hoofde aangegaan, tesame met 'n balansstaat wat die bates en laste van die Vakansiebonusfonds op daardie datum toon.

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 referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council, in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

(c) Should any amount due in terms of this clause not be received by the Council by the 10th 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 the rate of 1 per cent per month or part thereof from such 10th 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.

(5) Every employer who supplies the Council with a guarantee by a registered banker and/or insurance company satisfactory to the Council for the total of his annual commitments under this clause, shall without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner prescribed in subclause (4) of this clause: Provided that the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.

(6) (a) The Holiday Bonus Fund shall be administered by the Council and all expenses incurred in connection with the administration of the Holiday Bonus Fund shall form a charge upon the Council.

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

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

Between 7 and 20 December, each employee shall be paid a holiday bonus equal to the amount paid into the Holiday Bonus Fund in respect of him during the year ending the last week of September.

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

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

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

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

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

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

(12) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan weens verloop van tyd of weens 'n ander oorsaak verval en 'n latere ooreenkoms wat vir die voortsetting van die Vakansiebonusfonds voorsiening maak, nie binne 'n tydperk van 12 maande met ingang van die vervaldatum aangegaan word nie, of as die Vakansiebonusfonds nie binne sodanige tydperk deur die Raad oorgedra word nie na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Vakansiebonusfonds ingestel is, moet die Vakansiebonusfonds ooreenkomstig subklousule (13) van hierdie klousule gelikwedeer word. Die Vakansiebonusfonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word. Hierdie subklousule is onderworpe aan subklousule (7).

(13) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms nog bindend is ingevolge artikel 34 (2) van die Wet, kan die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van albei partye, en dié komitee moet dan voortgaan om die Vakansiebonusfonds te administreer. Die Registrateur kan 'n vakature wat in die komitee ontstaan uit die geledere van die werkgewers of die werknemers—na gelang van die geval—vul ten einde 'n gelyke getal werkgewers- en werknemersvertenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Vakansiebonusfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdhede van die komitee. Indien daar by die verval van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiebonusfonds deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwedeer word op die wyse voorgeskryf in subklousule (14) van hierdie klousule.

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

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

14. VERSKAFFING VAN GEREEDSKAP

Die werkgewer moet werksbanke, klampe, handskroewe, lym-potte en all kwaste verskaf.

Die werkgewer moet die gereedskap van sy werknemers wat hulle gewoonlik gebruik op sy koste verseker teen verlies of vernietiging deur brand of inbraak by die perseel.

In dié verband is elke werknemer verplig om, wanneer dit van hom vereis word, 'n inventaris te verstrek van die gereedskap in sy besit en moet hy voorts die inligting verstrek wat die versekeraars van tyd tot tyd ten opsigte van genoemde gereedskap mag vereis en verder sy gereedskap in 'n gereedskap-kis toegesluit hou.

15. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede vrystelling verleen van enigeen van die belyngs van hierdie Ooreenkoms.

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

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

(12) In the event of the expiry of this Agreement or any extension or renewal thereof through the effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Holiday Bonus Fund not being negotiated within a period of 12 months from the date of such expiry or the Holiday Bonus Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original Holiday Bonus Fund was created, the Holiday Bonus Fund shall be liquidated in terms of subclause (13) of this clause. The Holiday Bonus Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council. This subclause shall be subject to the provisions of subclause (7).

(13) In the event of the dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is still binding in terms of section 34 (2) of the Act, the Registrar may appoint a Committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday Bonus Fund shall continue to be administered by such Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Bonus Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the Committee for such purpose. If upon the expiry of this Agreement there is no Council in existence the Holiday Bonus Fund shall be liquidated by the Committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (14) of this clause.

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

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

14. PROVISION OF TOOLS

Work benches, cramps, handscrows, gluepots and all brushes shall be provided by the employer.

The employer shall, at his expense, insure against loss or destruction by fire or as a result of burglary of the premises the tools of his employees normally used by them. In this connection each employee shall be obliged to submit when required, an inventory of the tools in his possession and shall further submit such information as may be required from time to time by the insurers in respect of the said tools, and provided further that each employee keeps his tools locked in a toolbox.

15. EXEMPTIONS

(1) The Council subject to the proviso to section 51 (3) of the Act, may grant exemption from any of the provisions of the Agreement for any goods and sufficient reason.

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

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes soos bepaal ooreenkomstig subklousule (2), waar vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling van krag sal wees; en
- (e) die rede waarom vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Die Raad moet die betrokke werkgewer en die betrokke werknemer minstens een week voor die verstryking van die vrystelling in kennis stel van die datum waarop die vrystellingsertifikaat wat uitgereik is, verstryk, en as genoemde werknemer daarna in die diens van dieselfde werkgewer bly en geen verdere aansoek om vrystelling gedoen word nie, is die Ooreenkoms van toepassing.

(6) (a) 'n Subkomitee bestaande uit minstens twee werkgewer-vertegenwoordigers in die Raad en twee plaasvervangers en twee vakverenigingsvertegenwoordigers in die Raad en twee plaasvervangers moet jaarliks gekies en gemagtig word om voorwaardelike vrystelling van die bepalings van klousule 1 van Hoofstuk II te verleen. Met dien verstande dat sodanige voorwaardelike vrystellings na die Raad verwys moet word vir oorweging, op sy maandelike vergaderings. Voorts met dien verstande dat indien enige aansoek om vrystelling deur die subkomitee geweier is, die aansoeker om sodanige vrystelling die reg het om die aansoek om vrystelling na die Raad te verwys vir oorweging op sy maandelike vergadering.

(b) Die subkomitee gekies ingevolge paragraaf (a) moet op 'n vasgestelde dag elke week bymekaarkom soos van tyd tot tyd deur die subkomitee bepaal. Met dien verstande dat, indien aansoeke om vrystelling deur die Sekretaris van die Raad ontvang word, die subkomitee binne 48 uur moet bymekaarkom om die aansoeke aldus ontvang te oorweeg.

16. BESTAANDE LEERLINGSKAPSERTIFIKATE

Ondanks die verstryking van 'n vorige ooreenkoms vir die Nywerheid, moet die Raad voortgaan om alle leerlingskapsertifikaat wat ingevolge dié vorige ooreenkomste uitgereik is, te administreer totdat die sertifikate weens verloop van tyd verstryk het of andersins deur die Raad ingetrek of gekanselleer is.

17. UITGAWES VAN DIE RAAD

(1) Ter bestryding van die uitgawes van die Raad moet elke werkgewer die volgende aftrekkings doen:

(a) 12c per week van die loon van elkeen van sy werknemers, uitgesonderd vakleerlinge en los werknemers, wat 'n loon van R20 of meer per week verdien;

(b) 9c per week van die loon van elkeen van sy werknemers, uitgesonderd vakleerlinge en los werknemers, wat 'n loon van minder as R20 per week verdien.

Met dien verstande dat in gevalle waat die werknemer minder as 16 uur per week werk daar geen bedrae afgetrek word nie.

(2) By die aftrekkings in subklousule (1) hierbo vermeld, moet die werkgewer 'n bedrag voeg wat daarmee gelykstaan.

(3) (a) Behoudens paragraaf (b), moet die werkgewer alle bedrae wat ingevolge subklousules (1) en (2) betaalbaar is, maand na maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal. Wanneer die werkgewer sodanige bedrae betaal, moet hy 'n staat verstrekk in die vorm wat in Aanhangsel F van hierdie Ooreenkoms gespesifiseer word.

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

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

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

(4) The Secretary of the Council shall—

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

(5) The Council shall, at least one week prior to the expiry of the exemption, notify the employer and the employee concerned of the date of the expiry of the exemption certificate granted, whereafter, if the said employee remains in the employ of the same employer and no further application for exemption has been submitted, the provisions of the Agreement shall apply.

(6) (a) A subcommittee comprising not less than two employer representatives and two alternates and two trade union representatives and two alternates, on the Council shall be elected annually, and shall be authorised to grant provisional exemptions from the provisions of clause 1 of Chapter II: Provided that such provisional exemptions shall be referred to the Council for consideration at its monthly meeting: Provided further that if any application for exemption has been refused by the subcommittee the applicant for such exemption shall have the right to refer the application for exemption to the Council for consideration at its monthly meeting.

(b) The subcommittee elected in terms of paragraph (a) shall meet on a day to be specified, each week as determined by the subcommittee from time to time: Provided that if applications for exemptions are received by the Secretary of the Council, the subcommittee shall meet within 48 hours to consider the applications so received.

16. EXISTING LEARNERSHIP CERTIFICATES

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

17. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall deduct—

(a) 12c per week from the wages of each of his employees (other than casual employees) whose wages are R20 per week or more;

(b) 9c per week from the wages of each of his employees (other than casual employees) whose wages are less than R20 per week;

Provided that no deduction shall be made in respect of those weeks during which an employee worked less than 16 hours.

(2) In addition to the deductions referred to in subclause (1), the employer shall add a like amount.

(3) (a) Subject to the provisions of paragraph (b) all amounts payable in terms of subclauses (1) and (2) 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. When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to this Agreement.

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

(4) Klousule 13 (4) (c) van hierdie Hoofstuk is *mutatis mutandis* van toepassing.

18. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet, as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand vanaf die datum waarop dié 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 werksaamhede begin, aan die Sekretaris van die Raad 'n ingevulde registrasievorm stuur in die vorm van Aanhangsel G van hierdie Hoofstuk.

L.W.—Hierdie Aanhangsel is verkrygbaar van die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000.

(2) Waar die werkgewer 'n vennootskap is, moet die inligting wat in subklousule (1) vereis word in verband met elkeen van die vennote verstrek word asook die naam waaronder die vennootskap sake doen.

(3) (a) Wanneer daar enige wysiging in die besonderhede is wat ingevolge subklousule (1) voorgelê word, moet die werkgewer binne 14 dae ná sodanige wysiging 'n nuwe ingevulde Aanhangsel G aan die Raad stuur.

(b) '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.

(4) Daarbenewens moet elke werkgewer hom ooreenkomstig artikel 59 van die Wet en artikel 11 van Hoofstuk II van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, by die Afdelingsinspekteur van Arbeid laat registreer.

19. WERKENDE EIENAARS EN VENNOTE

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

20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(1) Elke werkgewer moet 'n leesbare kopie van dié Ooreenkoms in albei amptelike tale op 'n opvallende plek waar sy werknemers gereedelik toegang daartoe het, in sy bedryfsinrigting opklak en opgeplak hou.

(2) Daarbenewens moet die werkgewer alle ander kennisgewings ingevolge artikel 58 van die Wet vertoon.

(3) Elke werkgewer moet 'n kennisgewing in die vorm voorgeskryf in Aanhangsel B van hierdie Hoofstuk wat die begin- en ophoutye van werk vir elke dag van die week, die etensuur en die teepouses in die voor- en namiddag meld, op 'n plek in sy bedryfsinrigting vertoon wat gereedelik vir sy werknemers toeganklik is.

21. DIE BYHOU VAN REGISTERS

Die tyd- en loonregisters wat ingevolge artikel 57 van die Wet gehou moet word, moet in 'n leesbare skrif en met ink bygehou word op die werkgewer se fabriekspersel waar sy werknemers werklik werk.

22. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD EN KOMITEES VAN 'N NASIONALE AARD IN DIE NYWERHEID

Elke werkgewer moet aan alle werknemers van hom wat verteenwoordigers in die Raad of in komitees van die meubelvakverenigings van 'n nasionale aard is, alle redelike fasiliteite verleen om hul pligte na te kom in verband met vergaderings wat deur hierdie liggame gehou word.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die Administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek en beslissings gee wat nie met die bepalinge daarvan onbestaanbaar is nie.

24. AGENTE

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

(a) alle persele of plekke waar die Beddegoednywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

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

(4) The provisions of clause 13 (4) (c) of this Chapter shall *mutatis mutandis* apply.

18. REGISTRATION OF EMPLOYERS

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

Note.—This Appendix is obtainable from the Secretary of the Council at P.O. Box 10467, Johannesburg, 2000.

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

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

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

(4) Every employer shall in addition register with the Divisional Inspector of Labour in compliance with the provisions of section 59 of the Act and section 11 of Chapter 11 of the Factories, Machinery and Building Works Act, 1941.

19. WORKING PROPRIETORS AND PARTNERS

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

20. EXHIBITION OF AGREEMENT AND NOTICES

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

(2) In addition, the employer shall exhibit all other notices in compliance with the provisions of section 58 of the Act.

(3) Every employer shall display in his establishment in a place readily accessible to his employees a notice in the form prescribed in Appendix B to this Chapter specifying the starting and finishing time of work for each day of the week, the meal hour, and the forenoon and afternoon tea-breaks.

21. KEEPING OF RECORDS

The time and wage records which are required to be kept in terms of section 57 of the Act shall be kept written in a legible manner in ink on the employer's factory premises where his employees actually work.

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL AND COMMITTEES OF A NATIONAL CHARACTER IN THE INDUSTRY

Every employer shall grant to any of his employees who are representatives on the Council or on Committees of Furniture trade unions of a national character, every reasonable facility to attend to their duties in connection with meetings held by these bodies.

23. ADMINISTRATION OF AGREEMENT

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

24. AGENTS

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

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

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

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

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

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

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

(4) Alle klagtes wat die partye by die Raad rig vir ondersoek deur agente, moet deur tussenkoms van die Sekretaris van die Raad skriftelik ingedien word.

25. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie, tensy dié werknemer lid is van enigeen van die vakverenigings, en geen lid van enigeen van die vakverenigings mag vir 'n werkgewer wat nie lid van die werkgewersorganisasie is, werk nie: Met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer wat nie vir lidmaatskap van die vakverenigings in aanmerking kom nie, in diens mag neem: Voorts met dien verstande dat, afgesien van die regte van 'n verontregte persoon soos bepaal in artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkgewer of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is, soos die geval mag wees.

(2) Vir die toepassing van dié klousule beteken "lidmaatskap" lidmaatskap ooreenkomstig die konstitusie van die vakverenigings of werkgewersorganisasie.

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

Beide die vakverenigings en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie vakverenigingsorganisasies wat bedank het, uitgesit en geskors is. By ontvangs van dié lys moet die Sekretaris van die Raad die lid of lede van die betrokke vakverenigingsorganisasie meedeel dat sy/hulle kaart en/of sertifikaat van lidmaatskap nie meer vir die toepassing van dié klousule geldig is nie.

(4) Subklousule (1) is nie ten opsigte van 'n immigrant gedurende die eerste jaar vanaf die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie: Met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakverenigings lid daarvan te word, subklousule (1) onmiddellik in werking tree.

(5) Wanneer meer as een werknemer wat lede van een van die vakverenigings is, bedank uit die diens van 'n werkgewer wat 'n party by die Ooreenkoms is en die werkgewer skriftelik aan die Raad rapporteer dat die redes vir die bedankings, na sy mening, nie uitsluitlik iets van 'n persoonlike aard vir die werknemers is nie, moet die vakverenigings poog om bevredigende plaasvervangende arbeid te verskaf, en as die vakverenigings of die Departement van Arbeid nie in staat is om bevredigende plaasvervangende arbeid te verskaf deur middel van persone wat lede van die vakverenigings is nie, is subklousule (1) nie van toepassing nie op sy indiensneming van werknemers om die werknemers wat aldus bedank het, te vervang: Met dien verstande dat genoemde werkgewer binne een week vanaf die datum waarop hy 'n nie-lid van enigeen van die vakverenigings ooreenkomstig dié bepalings in diens geneem het, die naam en adres van dié werknemer aan die Raad moet verstrek.

(6) Besoldigde beamptes van die vakverenigings moet eers die toestemming van die werkgewers verkry, voordat hulle vakverenigingswergsaamhede in die bedryfsinrigtings van sodanige werkgewers onderneem.

26. ABSENTEEISME

Behoudens klousule 7 van dié Hoofstuk van die Ooreenkoms, mag geen werknemer gedurende die tyd waarop die bedryfsinrigting oop is, sonder die uitdruklike toestemming van sy werkgewer van sy werk wegbly nie, behalwe weens siekte en/of beserings of weens oorsake buite die beheer van die werknemer. 'n Werknemer wat versuim om hom vir werk aan te meld, moet sy werkgewer binne 24 uur op die vinnigste manier moontlik daarvan in kennis stel.

27. LONE

Behoudens klousules 9, 10, 11, 16, 17 en 31 van hierdie Hoofstuk van die Ooreenkoms, mag geen lone wat laer is as dié voorgeskryf in Hoofstukke II en III van die Ooreenkoms, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie.

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

(d) require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remuneration paid to an employee whose wages are determined by this Agreement.

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

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

(4) All complaints by parties to the Council for investigation by agents, shall be lodged through the Secretary of the Council in writing.

25. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall employ an employee unless such employee is a member of any of the trade unions and no member of any of the trade unions shall work for an employer who is not a member of the employers' organisation: Provided that a member of the employers' organisation may employ any employee who is not eligible for membership of the trade unions: Provided further that apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, this clause shall not apply where an employer or an employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause, as the case may be.

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

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

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

(4) The provisions of subclause (1) shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade unions concerned to become a member thereof, the provisions of subclause (1) shall immediately come into operation.

(5) Whenever more than one employee, being members of any of the trade unions, resign from the service of an employer who is a party to the Agreement and the employer reports in writing to the Council that in his opinion the reasons for the resignations are not solely of a character personal to the employees, the trade unions shall endeavour to provide satisfactory substitute labour and if they or the Department of Labour is unable to supply satisfactory substitute labour by way of persons who are members of the trade unions, subclause (1) shall not apply in regard to his engagement of employees to replace such employees who have so resigned: Provided that within one week of engaging any non-member of any of the trade unions in terms hereof the said employer shall notify the name and address of such employee to the Council.

(6) Paid officials of the trade unions shall require the prior permission of employers before engaging on any trade union activities in the establishment of such employers.

26. ABSENTEEISM

Subject to the provisions of clause 7 of this Chapter of the Agreement no employee may absent himself from his work during the hours in which the establishment is open without the express permission of his employer except on account of illness and/or injuries or for causes beyond the control of such employee. An employee shall within 24 hours of his failure to report for work cause his employer to be notified thereof in the most expeditious manner available.

27. WAGES

Subject to the provisions of clauses 9, 10, 11, 16, 17 and 31 of this Chapter of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Chapters II and III of this Agreement.

28. VERBOD OP DIE INDIENSNEEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN 15 JAAR

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

29. LEERLINGE

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

(2) Aansoek om toestemming om as 'n leerling te werk, moet aan die Raad gerig word op die voorgeskrewe vorm en moet vergesel gaan van 'n geboortesertifikaat of ander aanneemlike dokumentêre ouderdomsbewys.

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

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

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

(b) Die werksaamhede ten opsigte waarvan leerlingskappe in beddegoedmakery toegestaan word, is die werksaamhede wat by die vervaardiging van matrasse verrig word.

(c) Die werksaamhede ten opsigte waarvan leerlingskappe in matrasnaaiers- en/of -naaisterswerk verleen word, is die sny en/of naai van matraspeule en/of matrasoortreksels en/of kussings vir ateljeerusbanke.

(6) Die Raad kan op aansoek magtiging verleen vir die indiensneming van leerlinge in die volgende getelsverhoudings:

(a) Leerlingskappe in stoffeerwerk vir ateljeerusbanke, leerlingskappe in matrasmakery en leerlingskappe in matrasnaaiers- en/of -naaisterswerk, mag toegestaan word in 'n getelsverhouding in stoffeerwerk vir ateljeerusbanke van een leerling tot elke drie volwasse werknemers wat in sodanige klas werksaam is, en in enigeen van die ander genoemde klasse werk, van een leerling tot elke drie volwasse werknemers wat in sodanige ander klas werksaam is: Met dien verstande dat leerlingskappe in matrasmakery nie toegestaan mag word nie, tensy die werkgewer ondergenoemde uitrusting vir die opleiding van die leerling beskikbaar het, naamlik 'n bandkantmasjien en 'n randdeurstikmasjien of 'n deurknoopmasjien van enige soort, en 'n vulmasjien en 'n rolkantmasjien waar dié gebruik word.

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

(c) Paragraaf (a) is nie van toepassing nie op bedryfsinrigtings wat nie vir 'n aanenlopende tydperk van 12 maande bestaan het nie of ten opsigte waarvan die Raad grond het om te vermoed dat dit nie toereikende fasiliteite vir die opleiding van leerlinge het nie.

(7) Die leertyd vir stoffeerwerk in ateljeerusbanke, matrasmakery en matrasnaaiers- en/of -naaisterswerk is twee jaar.

(8) As 'n leerling werktyd gedurende die tydperk van sy leerlingskap verloor, word daar van hom vereis om die totaal van sodanige verlore werktyd aan die einde van sy tydperk van leerlingskap in te haal: Met dien verstande dat daar nie van hom vereis mag word om verlore werktyd in te haal nie wat deur siekte en/of 'n ongeluk en/of 'n oorsaak buite sy beheer meegebring is en wat altesaam hoogstens 24 werkdade beloop, en/of deur militêre opleiding nie.

(9) Ten einde die minimum loon vas te stel wat aan 'n leerling betaalbaar is, kan vorige ondervinding van soortgelyke werk in enige nywerheid na goedvinde van die Raad in aanmerking geneem word, en die loon moet gespesifiseer word in die sertifikaat wat die Raad ooreenkomstig subklousule (1) uitreik.

28. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

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

29. LEARNERS

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

(2) Application for permission to work as a learner shall be made to the Council in the prescribed form and shall be accompanied by a birth certificate or other acceptable documentary proof of age.

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

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

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

(b) The operations in respect of which learnerships in bedding making shall be granted are the operations performed in the making of mattresses.

(c) The operations in respect of which learnership in mattress seamsters' and/or seamstresses' work shall be granted are the cutting and/or sewing of mattress cases and/or mattress covers and/or cushions for studio couche.

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

(a) Learnerships in studio couch upholstery, learnerships in mattress making and learnerships in mattress seamsters' or seamstresses' work, may be granted in a ratio, in studio couch upholstery of one learner to each three adult employees engaged in such category, and in any of the other said categories, of one learner to each of three adult employees engaged in such other category: Provided that learnerships in mattress making shall not be granted unless the employer has available for the training of the learner the following plant, viz., a tape edge machine, and a border quilting machine or a tufting machine of any type, and a filling machine and a roll edge machine where in use.

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

(c) The provisions of paragraph (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has reason to believe had inadequate facilities for training any learners.

(7) The period of learnership in studio couch upholstery, mattress making and mattress seamsters'/seamstresses' work shall be two years.

(8) If a learner loses working time during his learnership period he shall be required to work in the aggregate of such lost working time at the end of his learnership period: Provided that he shall not be required to work in any lost working time which was occasioned by sickness and/or accident and/or any cause beyond his control not exceeding in the aggregate 24 working days, and/or military training.

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

(10) Ná voltooiing van die tydperk van leerlingskap moet die werkgewer die leerlingskapsertifikaat of die vrystelling aan die Raad terugstuur, waarna die Raad aan die betrokke werknemer 'n sertifikaat of diploma moet uitreik wat sy kwalifikasiekategorie aandui. Die sertifikaat of diploma moet in die vorm wees wat van tyd tot tyd voorgeskryf word.

30. SIEKTEVERLOF MET BESOLDIGING

(1) 'n Werkgewer moet aan 'n werknemer wat nie lid is van die Transvaalse Beddegoedwerkers se Siektebystandsgenootskap nie, wat voortgesit is ingevolge die Ooreenkoms soos gepubliseer by Goewermenskennisgewing R. 2327 van 15 Desember 1972 en wat by hom in diens is en weens ongeskiktheid van sy werk afwesig is, siekteverlof toestaan van—

(a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdade; en

(b) in die geval van alle ander werknemers, altesaam minstens 12 werkdade

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom, en hy moet aan so 'n werknemer ten opsigte van die tyd van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal wat minstens gelyk is aan 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 op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer ingevolge hierdie klousule eis ten opsigte van afwesigheid van sy werk vir langer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word, en indien 'n werknemer gedurende enige tydperk van tot agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, kan sy werkgewer gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleentheid van hom vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê;

(iii) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer, in geval van sy ongeskiktheid in die omstandighede soos in hierdie klousule uiteengesit, die betaling waarborg van altesaam minstens die ekwivalent van sy besoldiging vir 10 of 12 werkdade, na gelang van die geval, in elke tydperk van 12 maande diens.

(2) Vir die toepassing van hierdie klousule—

(a) sluit "besoldiging" alle lewenskostetoeleë in wat ingevolge enige wet of andersins aan 'n werknemer betaal word of betaalbaar is;

(b) sluit "diens" enige tydperk in waartydens 'n werknemer—

(i) met verlof is ingevolge klousule 4;

(ii) met siekteverlof is ingevolge hierdie klousule;

(iii) van sy werk afwesig is op las of op versoek van sy werkgewer;

(iv) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957;

wat in enige jaar altesaam hoogstens 10 weke behoort ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus tot vier maande van enige tydperk van militêre opleiding bedoel in subparagraaf (iv) wat in dié jaar ondergaan is, en enige aaneenlopende diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die aanvangsdatum van hierdie klousule word vir die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende die tydperk van sodanige diens aan so 'n werknemer toegestaan is, word vir die toepassing van hierdie klousule geag ingevolge hierdie klousule toegestaan te gewees het; en

(c) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering behalwe siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is. Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan daar geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(10) Upon completion of the learnership period, the employer shall return the learnership certificate or exemption to the Council, whereupon the Council shall issue to the employee concerned a certificate or diploma which states the category of qualification. The certificate or diploma shall be in the form prescribed from time to time.

30. PAID SICK LEAVE

(1) An employer shall grant to any employee who is not a member of the Transvaal Bedding Workers' Sick Benefit Society, continued in terms of the Agreement published under Government Notice R. 2327 of 15 December 1972, 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 10 working days; and

(b) in the case of every other employee, not less than 12 working days;

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

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this 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) 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 to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his remuneration for 10 or 12 working days, as the case may be, in each period of 12 months of employment.

(2) For the purposes of this clause—

(a) "remuneration" includes any cost of living allowance which is 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 4;

(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 undergoing military training 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 training referred to in subparagraph (iv) and undergone in that year, and any continuous employment which 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 in full granted to such an 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 Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) (a) Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd wat hy werklik gewerk het, word sy gewone besoldigingskaal, vir die toepassing van hierdie klousule, bereken asof hy per uur betaal word en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die drie maande onmiddellik voor dié datum, of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste van die twee, te deel deur die getal ure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(b) Vir die toepassing van hierdie klousule—

(i) word die gewone besoldiging van 'n werknemer, uitgesonderd 'n werknemer bedoel in paragraaf (a), vir een uur bereken op die grondslag van die getal ure wat hy gewoonlik gedurende 'n week gewerk en die besoldiging wat hy gewoonlik in dié week ontvang het;

(ii) word die gewone besoldiging van 'n werknemer vir 'n dag bereken op die grondslag van sy gewone besoldiging vir een uur en die getal ure wat hy gewoonlik op so 'n dag werk; en

(iii) word die gewone weeklikse besoldiging van 'n werknemer wat sy besoldiging maandeliks ontvang, vasgestel deur die besoldiging wat hy aldus gewoonlik ontvang met vier en 'n derde te deel.

31. LEDEGELD VIR VAKVERENIGINGS

(1) (a) Elke werkgewer moet van die lone van al sy werknemers, uitgesonderd los werknemers, wat lede van die vakverenigings is, die bydrae aftrek wat ooreenkomstig die konstitusie van die betrokke vakverenigings aan dié vakverenigings betaalbaar is. Behoudens paragraaf (b), moet alle bedrae wat ooreenkomstig hierdie klousule betaalbaar is deur die werkgewer maand vir maand voor of op die 10de dag van elke maand, wat volg op die maand ten opsigte waarvan die aftrekkings gemaak is, aan die Sekretaris van die Raad gestuur word, en wanneer die werkgewer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangsel F van hierdie Ooreenkoms gespesifiseer word.

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

(2) Vir die toepassing van hierdie klousule moet die Raad elke werkgewer meedeel wat die bedrag van die bydrae is wat van tyd tot tyd ooreenkomstig die konstitusies van die vakverenigings afgetrek moet word.

(3) Klousule 13 (4) (c) van hierdie Hoofstuk is *mutatis mutandis* van toepassing.

32. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

'n Werknemer wat gedurende 'n bepaalde dag werk moet doen waarvoor 'n ander loon voorgeskryf word, moet vir al die ure op dié dag gewerk, die hoër of hoogste loon wat vir dié werk voorgeskryf is, ontvang.

33. LOONKORTING

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

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

(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 was 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 remuneration was paid.

(b) For the purposes of this clause—

(i) the ordinary remuneration of an employee, other than an employee referred to in paragraph (a), for one hour 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 which 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 one-third.

31. SUBSCRIPTIONS TO TRADE UNIONS

(1) (a) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade unions, the contributions payable to such trade unions in terms of the constitution of the trade unions concerned. Subject to the provisions of paragraph (b) all amounts payable in terms of this clause 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. When making such payment the employer shall furnish a statement in the form specified as per Appendix F to this Chapter.

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

(2) For the purposes of this clause, the Council shall advise every employer of the amount of the contribution which is to be deducted from time to time in terms of the constitutions of the trade unions.

(3) The provision of clause 13 (4) (c) of this Chapter shall *mutatis mutandis* apply.

32. 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 higher or highest wages prescribed for such work.

33. ABATEMENT OF WAGES

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

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

34. DIENSBEEÏNDIGING

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

(2) Ondanks subklousule (1), kan 'n werkgever en 'n werknemer skriftelik ooreenkom om vir 'n langer tydperk as een uur kennis te gee, en versuim om aan so 'n reëling te voldoen, is 'n oortreding van die klousule.

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

(4) Die kennisgewing gemeld in subklousules (1) en (2) mag nie met jaarlikse verlof, militêre opleiding of met 'n tydperk van afwesigheid weens siekte van hoogstens ses weke in 'n bepaalde jaar, saamval nie.

35. VERBODE INDIENSNEMING

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

36. GRONDSLAG VAN BETALING

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

37. UURLOON

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

38. ULTRA VIRES

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

39. INDIENSNEMING VAN WERKNEMERS, GRAAD IIIA

(1) 'n Werknemer wat onder graad IIIA omskryf word, word nie toegelaat om enigeen van die werksaamhede gespesifiseer onder klousule B5 van Hoofstuk II te verrig nie, tensy sodanige werksaamhede, saam met 'n werknemer graad II geklassifiseer onder klousule B4 van Hoofstuk II verrig word, en by afwesigheid van 'n werknemer graad II geklassifiseer onder klousule B4 van Hoofstuk II word die assistent wat sodanige werksaamhede verrig, vir die toepassing van hierdie Ooreenkoms, geag 'n werknemer graad II geklassifiseer onder klousule B4 van Hoofstuk II te wees.

(2) Die getalsverhouding van werknemers, graad IIIA, wat die werksaamhede geklassifiseer onder klousule B5 van Hoofstuk II verrig, moet een werknemer, graad IIIA, tot een werknemer, Graad II, geklassifiseer onder klousule B4 van Hoofstuk II wees: Met dien verstande dat by die voorbereiding van rame vir die deurstikmasjien geklassifiseer onder klousule B5 (2) van Hoofstuk II, twee werknemers, graad IIIA, in diens geneem kan word vir elke werknemer, graad II, geklassifiseer onder klousule B4 van Hoofstuk II.

40. UNIFORMS

(1) Elke werkgever moet 'n uniform verskaf aan elke werknemer, uitgesonderd werknemers wat werksaamhede verrig wat geklassifiseer word onder klousules A3, C6, E8, F9, F10, G en I van Hoofstuk II wat, wanneer dit aan die betrokke werknemer uitgereik word sy eiendom word, en sodanige werknemer is daarvoor verantwoordelik om sy uniform skoon en in 'n goeie en behoorlike toestand te hou.

34. TERMINATION OF EMPLOYMENT

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

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

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

(4) The notice referred to in subclauses (1) and (2) shall not run concurrently with any period of annual leave, military training or to the extent of six weeks' absence owing to illness in any one year.

35. PROHIBITED EMPLOYMENT

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

36. BASIS OF PAYMENT

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at not less than the rates of wages prescribed for the operation or operations performed, and shall not be based upon the technical skill or qualification of the employee concerned.

37. HOURLY RATE

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

38. 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 unexpired period of this Agreement.

39. EMPLOYMENT OF GRADE IIIA EMPLOYEES

(1) An employee defined under Grade IIIA shall not be permitted to perform any of the operations specified under clause B5 of Chapter II unless such operations are performed together with a Grade II employee classified under clause B4 of Chapter II and in the absence of a Grade II employee classified under clause B4 of Chapter II the employee performing such operations shall for the purposes of this Agreement be deemed to be a Grade II employee classified under clause B4 of Chapter II.

(2) The ratio of Grade IIIA employees engaged on operations classified under clause B5 of Chapter II shall be one Grade IIIA employee for one Grade II employee classified under clause B4 of Chapter II: Provided that in preparing frames for the quilting machine classified under clause B5 (2) of Chapter II, two Grade IIIA employees may be employed for each Grade II employee classified under clause B4 of Chapter II.

40. UNIFORMS

(1) Every employer shall supply a uniform to each employee (other than employees who perform operations classified under clauses A3, C6, E8, F9, F10, G and I of Chapter II) which shall on delivery to the employee concerned become his property and such employee shall be responsible for the cleaning and maintenance in good and proper condition of his uniform.

(2) Die betrokke werknemers moet toegelaat word om die uniforms in subklousule (1) bedoel, te kies.

(3) Die koste van die uniforms is verhaalbaar op die werknemer aan wie dit verskaf is, deur 'n bedrag van hoogstens 25c weklíks van die loon van sodanige werknemer af te trek: Met dien verstande dat indien die volle bedrag wat deur sodanige werknemer verskuldig is, by die beëindiging van die dienskontrak nog nie verhaal is nie, die werkgever die saldo wat aan hom verskuldig is, mag aftrek van besoldiging verskuldig aan sodanige werknemer by sodanige beëindiging.

AANHANGSEL A

BEPALINGS EN VOORWAARDES WAT INGEVOLGE KLOUSULE 13 (5) VAN HOOFSTUK I VAN HIERDIE OOREENKOMS OP DIE VAKANSIEBONUSFONDSWAARBORG VAN TOEPASSING IS

1. Die feit dat 'n werkgever 'n waarborg of waarborge aan die Raad gegee het, stel dié werkgever hoegenaamd nie vry nie van sy aanspreeklikheid teenoor sy werknemer vir die betaling van die Vakansiefondsbonusse soos bereken ooreenkomstig die bepalings van klousule 13 van Hoofstuk I van die Ooreenkoms.

2. Die werkgever moet jaarliks vooruit reëlíngs tref vir 'n waarborg wat vir die Raad aanneemlik is en wat sy totale aanspreeklikheid teenoor sy werknemers ingevolge klousule 13 van Hoofstuk I van die Ooreenkoms vir 'n volle jaar dek, en dié waarborg moet van krag wees vir 'n tydperk van drie maande na die vervaldatum vir betaling aan die betrokke werknemers soos in klousule 6 van hierdie Aanhangsel gespesifiseer.

3. Die werkgever moet maandelíks 'n staat wat sodanige besonderhede van al sy werknemers toon in die vorm van Aanhangsel F voor of op die 10de dag van die maand wat volg op die maand waarop die staat betrekking het, aan die Raad voorleë.

4. (1) Die werkgever moet 'n staat in die vorm voorgeskryf in Aanhangsel C voor of op die 10de dag van die maand wat volg op die maand waartydens die dienste van werknemers beëindig is, voorleë. Die werkgever moet die bedrag verskuldig ingevolge klousule 13 van Hoofstuk I van hierdie Ooreenkoms saam met die staat indien.

(2) Indien die dienste van geen werknemer in 'n maand beëindig is nie, moet die werkgever die Raad op die vorm in subklousule (1) genoem, daarvan in kennis stel dat die dienste van geen werknemer beëindig is nie.

5. Die werkgever moet voor of op 10 November van elke jaar 'n staat in die vorm voorgeskryf in Aanhangsel D aan die Raad voorleë waarin alle besonderhede getoon word van alle werknemers in die werkgever se diens op 30 September, wat ingevolge klousule 6 van hierdie Aanhangsel deur die werkgever betaal moet word.

6. Die werkgever moet die vakansiebonusfondsgeld elke jaar tussen 7 Desember en die sluitingsdatum van die bedryfsinrigting betaal op dieselfde wyse soos in klousule 13 (6) (c) van Hoofstuk I voorgeskryf.

7. Voor of op 23 Desember van elke jaar moet die werkgever 'n staat in die vorm in Aanhangsel E voorgeskryf, saam met 'n geldsending van die totale bedrag verskuldig aan die werknemers, wat nog nie betaling ingevolge klousule 6 van hierdie Aanhangsel ontvang het nie, aan die Sekretaris van die Raad voorleë en met sodanige geldsending moet ooreenkomstig klousules 13 (6) en 13 (7) van Hoofstuk I gehandel word.

(8) Klousule 13 (4) (c) van Hoofstuk I is *mutatis mutandis* van toepassing.

AANHANGSEL B

KENNISGEWING VEREIS INGEVOLGE KLOUSULE 20 (3) VAN HOOFSTUK I VAN DIE OOREENKOMS VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

Day	Begin tyd	Ophout tyd	Etensuur
Maandae.....	vm. tot	nm.	nm. tot
Dinsdae.....	vm. tot	nm.	nm. tot
Woensdae.....	vm. tot	nm.	nm. tot
Donderdae.....	vm. tot	nm.	nm. tot
Vrydae.....	vm. tot	nm.	nm. tot
Saterdag.....	vm. tot	nm.	nm. tot
Voormiddagtee- pouse.....	vm. tot	vm.	
Namiddagtee- pouse.....	nm. tot	nm.	

(2) The employees concerned shall be permitted to choose the uniforms referred to in subclause (1).

(3) The cost of the uniforms shall be recoverable from the employee supplied therewith by way of a deduction of not more than 25c per week from the wages of such employee: Provided that if upon termination of the contract of employment the full amount due by such employee has not been recovered, the employer may deduct the balance due to him from any remuneration due to such employee upon such termination.

APPENDIX A

TERMS AND CONDITIONS APPLICABLE TO THE HOLIDAY BONUS FUND GUARANTEE IN TERMS OF CLAUSE 13 (5) OF CHAPTER I OF THIS AGREEMENT

1. The fact that an employer has furnished a guarantee/guarantees to the Council shall in no way absolve such employer from his liability towards his employees for payment of holiday fund bonuses calculated in accordance with the provisions of clause 13 of Chapter I of this Agreement.

2. The employer shall arrange a guarantee acceptable to the Council for an amount covering his total liability towards his employees under the provisions of clause 13 of Chapter I of this Agreement for a full year, annually in advance, such guarantee/guarantees to be effective for a period of three months after the due date for payment to the employees concerned as specified in clause 6 of this Appendix.

3. The employer shall submit monthly to the Council a statement reflecting such particulars of all his employees in the form of Appendix F, on or before the 10th day of the month following the month to which the statement relates.

4. (1) The employer shall submit a statement in the form prescribed in Appendix C on or before the 10th day of the month following the month during which the services of employees were terminated. Together with the statement the employer shall remit the amount due in terms of clause 13 of Chapter I of the Agreement.

(2) Should the services of no employees have been terminated in any one month, the employer shall advise the Council, on the form referred to in subclause (1), that the services of, no employees were terminated.

5. The employer shall submit to the Council on or before 10 November of each year a statement in the form prescribed in Appendix D reflecting all particulars of all employees in the employ of the employer as at 30 September who are to be paid by the employer in terms of clause 6 of this Appendix.

6. Payment of the Holiday Bonus Fund moneys shall be made by the employer between 7 December and the closing date of the establishment each year in the same manner as provided for in clause 13 (6) (c) of Chapter I.

7. On or before 23 December of each year, the employer shall submit a statement in the form prescribed in Appendix E together with a remittance of the total amount due to such employees who have not received payment in terms of clause 6 of this Appendix, to the Secretary of the Council, such remittance to be dealt with in accordance with the provisions of clauses 13 (6) and 13 (7) of Chapter I.

(8) The provision of clause 13 (4) (c) of Chapter I shall *mutatis mutandis* apply.

APPENDIX B

NOTICE REQUIRED UNDER CLAUSE 20 (3) OF CHAPTER I OF THE AGREEMENT FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

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

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

Naam van firma

Adres van firma.....

Maand 19

Firmanommer....

Bedrag betaal.... R

Stuur asb. 'n tjek vir hierdie bedrag saam met hierdie staat voor of op die 10de dag van elke maand aan Die Sekretaris, Nywerheidsraad vir die Beddegoednywerheid, Posbus 10467, Johannesburg, 2000.

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

Address of firm.....

Holiday Fund, year
ended 30 September 19.....

For office use only
Firm No.
Receipt No.
Amount paid R

[illegible]

GOVERNMENT GAZETTE, 8 AUGUST 1975

Moet in duplo ingevul word.

AANHANGSEL F

NYWERHEIDSRaad VIR DIE BEDDEGOEDVERVAARDIGINGNYWERHEID, TRANSVAAL

Maandelike staat van bedrae wat afgetrek word van die lone van werknemers ingevolge die Ooreenkoms. Tjeks moet voor of op die 10de van elke maand gestuur word aan die Sekretaris, Nywerheidsraad vir die Beddegoednywerheid, Posbus 10467, Johannesburg, 2000.

Naam van firma.....

Adres van firma.....

Telefoonnommer.....

1	2		3	4	5	6	7	8	9	10										11	12		
Slegs vir kantoor-gebruik Nywerheidsno.	Volle name van werknemers (in blokketters asseblief)		Geslag	Ras	Beroep	Identiteits-no. moet elke maand aangetoon word	Naam van vorige werkgewer in die Beddegoednywerheid	Aanvangsdatum van diens	Datum diens beëindig	Ure gewerk	Getal ure werklik gewerk per week insluitend ure nie gewerk op openbare vakansiedae met besoldiging wat binne die werkweek geval het maar uitsluitend ure werklik gewerk op Sondae										Totaal van ure gewerk in kol. 10 (tot die naaste uur)	Getal ure gewerk gedurende weke waar 44 en meer uur per week gewerk is	
	Werknemer se familienaam	Werknemer se voorname									1e week		2e week		3e week		4e week		5e week				
											Ure	Min	Ure	Min	Ure	Min	Ure	Min	Ure	Min			
										O/T													
										Gwn. T.													
										O/T													
										Gwn. T.													
										O/T													
										Gwn. T.													
										O/T													
										Gwn. T.													
										O/T													
										Gwn. T.													
										O/T													
										Gwn. T.													
										O/T													
										Gwn. T.													

In kolomme 10 to 15 sluit asb. alle tyd uit wat werklik gewerk is op Sondae en openbare vakansie dae met besoldiging wat op 'n Saterdag geval het.

Lees asseblief die algemene instruksies hierby voordat hierdie staat ingevul word.

Maand..... 19.....

Getal normale werksure per week

Slegs vir kantoorgebruik
Firma No.
Kwitansie No.
Bedrag betaal R

[illegible]

To be completed in duplicate

APPENDIX F

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

Monthly statement of deductions made from wages of employees in terms of the Agreement. Cheques to be forwarded, not later than the 10th day of each month, to the Secretary, Industrial Council for the Bedding Manufacturing Industry, P.O. Box 10467, Johannesburg, 2000.

Name of firm.....

Address of firm.....

Phone No.....

1	2		3	4	5	6	7	8	9	10										11	12		
For office use only Industry Code No.	Full names of employees (in block letters, please)		Sex	Race	Occupation	Identity No. must be recorded each month	Name of previous employer in the Bedding Manufacturing Industry	Date started	Date left	Hours worked	Total hours actually worked per week including hours not worked on paid public holidays that fell within working week excluding hours actually worked on Sunday										Total of hours worked in column 10 (to the nearest hour)	Number of hours worked during weeks when 44 and more hours were worked	
	Surname	Christian names									1st week		2nd week		3rd week		4th week		5th week				
											Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.			
										O/T													
										Ord. T.													
										O/T													
										Ord. T.													
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										O/T													
										Ord. T.													
										O/T													
										Ord. T.													

In columns 10 to 15 exclude all time actually worked on Sundays and paid public holidays that fell on a Saturday.

Please read the accompanying general instructions for the completion of this statement before filling it in.

Month..... 19.....

For office use only

Firm No.

Receipt No.

Amount paid R

No. of normal weekly working hours

..... hrs.

[illegible]

AANHANGSEL G

(Registrasievorm ingevolge klousule 18 van Hoofstuk I van die Hoofdooreenkoms van die Nywerheidsraad vir die Beddegoednywerheid)

Datum.....

Die Sekretaris
Nywerheidsraad vir die Beddegoednywerheid, Transvaal
Posbus 10467
Johannesburg, 2000.
Meneer,

REGISTRASIE AS WERKGEWER IN DIE BEDDEGOEDNYWERHEID

In ooreenstemming met klousule 18 (Hoofstuk I) van die Hoofdooreenkoms vir die Beddegoednywerheid verskaf ek u hiermee die volgende besonderhede in verband met hierdie besigheid:

1. Naam waaronder hierdie besigheid sake doen (in blokletters).....
Registrasiesertifikaat. Indien 'n maatskappy, nommer..... Gedateer.....
2. Adres waar sake gedoen word (in blokletters).....
Posbusnommer..... Telefoonnommer.....
3. Adres van hoofkantoor.....
4. Aard van besigheid.....
5. Aanvangsdatum van sake.....
6. Volle name en woonadresse van eienaar of vennote of direkteurs, bestuurder en/of sekretaris.....
7. (a) Is die besigheid ingevolge artikel 59 van die Wet op Nywerheidsversoening, 1956, by die Departement van Arbeid geregistreer?
Ja..... Nee.....
(b) Meld datum van registrasie.....19.....
8. (a) Is die besigheid ingevolge artikel 11 van Hoofstuk II van die Wet op Fabrieke Masjinerie Bouwerk, 1941, geregistreer? Ja.....
Nee.....
(b) Meld nommer van registrasiesertifikaat ingevolge (a) hierbo.....
9. Naam van besigheid waaronder die huidige eienaars voorheen sake gedoen het (indien van toepassing).....
10. Bestuurder en/of sekretaris (skrap wat nie van toepassing is nie).....
11. Besonderhede van werknemers:
Werknemers, graad IA..... Werknemers, graad III.....
Werknemers, graad I..... Werknemers, graad IV.....
Werknemer, graad II..... Klerke en verkoopsmanne.....
Werknemers, graad IIIA..... Ander werknemers.....

12. Hierdie bedryfsinrigting is/is nie lid van die Bedding Manufacturers Association of the Transvaal nie.

Die inligting hierbo word gewaarborg as waar en korrek.

Die uwe,

Gemagtigde ondertekenaar

NET VIR KANTOORGEBRUIK

Werkgewer se kontrolekaart ingevul.....
Ekstra plaat bestel.....
Leer voorberei.....
Inspeksiekaart.....
Werknemerregisters in kennis gestel.....

AANHANGSEL H

Werkkaart vereis ingevolge klousule 12 van Hoofstuk I van die Ooreenkoms van die Nywerheidsraad vir die Beddegoednywerheid Transvaal.

Posbus 10467, Johannesburg, 2000

Telefoon 838-7342

Kantoor: Meubelsentrum (tweede verdieping), h/v Anderson- en Eloffstraat, Johannesburg, 2001

WERKNEMER SE WERKKAART

Familienaam..... Voornaam..... Nywerheidsnommer.....

Adres..... Nuwe adres.....

Naam van bedryfsinrigting	Beroep	Datum van indiensneming	Voorgeskrewe loon	Nagegaan deur NRBN	Datum van diensbeëindiging	Voorgeskrewe loon	Kloknommer

By indiensneming moet hierdie kaart oorhandig word aan die werkgewer, wat die eerste vier kolomme moet invul en dit aan die Raad moet stuur onmiddellik nadat die aansoeker in diens geneem is. Die Raad sal die loonskaal kontroleer en die kaart aan die werkgewer terugstuur. By diensbeëindiging moet die werkgewer die laaste twee kolomme invul en die kaart aan die werknemer terugbesorg.

"Voorgeskrewe loon" beteken die loon verskuldig ingevolge Hoofstuk II of III van die Ooreenkoms.

Werknemer se naamtekening.....

APPENDIX G

(Registration form in terms of clause 18 of Chapter I of the Main Agreement of the Industrial Council for the Bedding Manufacturing Industry.)

Date.....

The Secretary
Industrial Council for the Bedding Manufacturing Industry, Transvaal
P.O. Box 10467
Johannesburg, 2000

Dear Sir,

REGISTRATION AS EMPLOYER IN THE BEDDING MANUFACTURING INDUSTRY

In accordance with clause 18 (Chapter I) of the Main Agreement for the Bedding Manufacturing Industry, I hereby furnish you with the following particulars in connection with this business:

1. Name under which business is carried on (in block letters).....
Certificate of registration. If a company, No..... Dated.....
2. Address at which business is carried on (in block letters).....
P.O. Box No..... Telephone No.....
3. Address of head office.....
4. Nature of business.....
5. Date commenced trading.....
6. Full names and home addresses of proprietor or partners or directors, manager and/or secretary.....
7. (a) Is business registered in terms of section 59 of the Industrial Conciliation Act, 1956, with the Department of Labour? Yes..... No.....
(b) State date of registration..... 19.....
8. (a) Is business registered in terms of section 11 of Chapter II of the Factories, Machinery and Building Works Act, 1941? Yes..... No.....
(b) State certificate of registration No..... in terms of (a) above.
9. Name of business previously conducted (if applicable) by present owners.....
10. Manager and/or secretary (delete whichever does not apply).....
11. Particulars of employees:

Grade IA employees.....	Grade III employees.....
Grade I employees.....	Grade IV employees.....
Grade II employees.....	Clerical and sales employees.....
Grade IIIA employees.....	Other employees.....
12. This establishment is/is not a member of the Bedding Manufacturers' Association of the Transvaal.

The information given above is certified true and correct.

Yours faithfully,

.....
Authorised signatory

FOR OFFICE USE ONLY

Employer's control card completed.....
Additional plate ordered.....
File prepared.....
Inspection sheet.....
Employee records advised.....

APPENDIX H

Working card required in terms of clause 12 of Chapter I of the Agreement of the Industrial Council for the Bedding Manufacturing Industry, Transvaal.

P.O. Box 10467, Johannesburg, 2000

Phone 838-7342

Offices: Meubel Sentrum (second floor), cor. of Anderson and-Eloff Streets, Johannesburg, 2001

EMPLOYEE'S WORKING CARD

Surname..... First name..... Industry No.....
Address..... New address.....

Name of establishment	Occupation	Date of engagement	Prescribed wage	I.C.B.I. check	Date of termination	Prescribed wage	Clock No.

On engagement, this card must be handed to the employer, who must fill in the first four columns and forward it to the Council immediately an applicant is engaged. At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last two columns and return the card to the employee.

"Prescribed wage" means the wage due in terms of Chapters II or III of the Agreement.

Signature of employee.....

HOOFSTUK II

MINIMUM LONE

1. BEPERKENDE INDIENSNEMING

Geen werknemer wat nie vir lidmaatskap van enigen van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, mag in diens geneem word in werk of in beroepe wat in klousules 3, 4, 5, 6 en 7 geklassifiseer is nie.

2. LOONSVERHOOGINGS

Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: 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 vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

<i>Werklike verdienste</i>	<i>Tydperk eindigende 31/12/75</i>
Werknemers, graad I, wat minder as R47,25 per week verdien	Weekloon moet verhoog word tot R52,50.
Werknemers, graad I, wat meer as R47,24 per week verdien	Weekloon moet verhoog word met R5,25.
Werknemers, graad IA, wat minder as R42,75 per week verdien	Weekloon moet verhoog word tot R47,50.
Werknemers, graad IA, wat meer as R42,74 per week verdien	Weekloon moet verhoog word met R4,75.
Werknemers, graad II, wat minder as R38,25 per week verdien	Weekloon moet verhoog word tot R42,50.
Werknemers, graad II, wat meer as R38,24 per week verdien	Weekloon moet verhoog word met R4,25.
Werknemers, graad III, wat minder as R29,25 per week verdien	Weekloon moet verhoog word tot R32,50.
Werknemers, graad III, wat meer as R29,24 per week verdien	Weekloon moet verhoog word met R3,25.
Werknemers, graad IIIA, wat minder as R27 per week verdien	Weekloon moet verhoog word tot R30.
Werknemers, graad IIIA, wat meer as R26,99 per week verdien	Weekloon moet verhoog word met R3.
Werknemers, graad IV, wat minder as R18 per week verdien	Weekloon moet verhoog word tot R20.
Werknemers, graad IV, wat meer as R17,99 per week verdien	Weekloon moet verhoog word met R2.

<i>Werklike verdienste</i>	<i>Tydperk beginnende 1/1/76</i>
Werknemers, graad I, wat R52,50 of meer per week verdien	Weekloon moet verhoog word met R2,50.
Werknemers, graad IA, wat R47,50 of meer per week verdien	Weekloon moet verhoog word met R2,50.
Werknemers, graad II, wat R42,50 of meer per week verdien	Weekloon moet verhoog word met R2,50.
Werknemers, graad III, wat R32,50 of meer per week verdien	Weekloon moet verhoog word met R2,50.
Werknemers, graad IIIA, wat R30 of meer per week verdien	Weekloon moet verhoog word met R2,50.
Werknemers, graad IV, wat R20 of meer per week verdien	Weekloon moet verhoog word met R2,50.

MINIMUM LONE

A. INSTANDHOUDING EN HERSTEL VAN MASJIENE

	<i>Vir tydperk eindigende 31/12/75</i>	<i>Vanaf 1/1/76</i>
3. <i>Werknemer, graad I.</i>	R 52,50	R 55,00
Instandhoudingsmonteerwerk.		

B. MATRASMAAK

	<i>R</i>	<i>R</i>
4. <i>Werknemer, graad II.</i>	42,50	45,00

Werknemers in diens in een of meer van die werksaamhede wat in die Beddegoednywerheid uitgevoer word, uitgesonderd die werksaamhede bedoel in klousules 3 en 5 tot 10: Met dien verstande dat ten opsigte van die werksaamhede betreffende enige nuwe masjien wat ingevoer word en wat nie in klousules 5 tot en met 10 gespesifiseer word nie, werknemers vir sodanige werksaamhede betaal moet word teen die minimum lone in hierdie klousule voorgeskryf tot tyd en wyl die Raad die loonskaal vasstel vir die werksaamhede met so 'n masjien uitgevoer.

CHAPTER II

MINIMUM WAGES

1. RESTRICTIVE EMPLOYMENT

No employee who is not eligible for membership of any of the trade union parties to this Agreement, shall be employed on work or in occupations classified in clauses 3, 4, 5, 6 and 7.

2. WAGE INCREASES

The following shall be the minimum weekly wages prescribed for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum prescribed rate has to be increased in terms of this Agreement. Employees who are in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by him, shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

<i>Actual earnings</i>	<i>Period ending 31/12/75</i>
Grade I employees earning less than R47,25 per week	Weekly wage to be increased to R52,50.
Grade I employees earning more than R47,24 per week	Weekly wage to be increased by R5,25.
Grade IA employees earning less than R42,75 per week	Weekly wage to be increased to R47,50.
Grade IA employees earning more than R42,74 per week	Weekly wage to be increased by R4,75.
Grade II employees earning less than R38,25 per week	Weekly wage to be increased to R42,50.
Grade II employees earning more than R38,24 per week	Weekly wage to be increased by R4,25.
Grade III employees earning less than R29,25 per week	Weekly wage to be increased to R32,50.
Grade III employees earning more than R29,24 per week	Weekly wage to be increased by R3,25.
Grade IIIA employees earning less than R27 per week	Weekly wage to be increased to R30.
Grade IIIA employees earning more than R26,99 per week	Weekly wage to be increased by R3.
Grade IV employees earning less than R18 per week	Weekly wage to be increased to R20.
Grade IV employees earning more than R17,99 per week	Weekly wage to be increased by R2.

<i>Actual earnings</i>	<i>Period commencing 1/1/76</i>
Grade I employees earning R52,50 per week or more	Weekly wage to be increased by R2,50.
Grade IA employees earning R47,50 per week or more	Weekly wage to be increased by R2,50.
Grade II employees earning R42,50 per week or more	Weekly wage to be increased by R2,50.
Grade III employees earning R32,50 per week or more	Weekly wage to be increased by R2,50.
Grade IIIA employees earning R30 per week or more	Weekly wage to be increased by R2,50.
Grade IV employees earning R20 per week or more	Weekly wage to be increased by R2,50.

MINIMUM WAGES

A. MACHINE MAINTENANCE AND REPAIRING

	<i>For period ending 31/12/75</i>	<i>From 1/1/76</i>
3. <i>Grade I employee.</i>	R 52,50	R 55,00
Maintenance fitting.		

B. MATTRESS MAKING

	<i>R</i>	<i>R</i>
4. <i>Grade II employee.</i>	42,50	45,00

Employees employed in any or all of the operations performed in the Bedding Manufacturing Industry, with the exception of the operations referred to in clauses 3 and 5 to 10: Provided that in respect of the operations relating to any new machine introduced and not specified in clauses 5 to 10 inclusive, employees shall be paid for such operations at the minimum wage prescribed in this clause until such time as the Council determines the wage rate for the operations performed on such machine.

	Vir tydperk eindigende 31/12/75	Vanaf 1/1/76
	R	R
5. <i>Werknemer, graad IIIA</i>	30,00	32,50
Die mastrasmaker bystaan in een of meer van die volgende werksaamhede:		
(1) 'n Vulmasjiën bedien.		
(2) Rame vir deurstikmasjiene opstel.		
(3) Kussinkies aan veereenhede heg.		
(4) Matrasrande aan veereenhede heg.		
(5) Matraspaneel aan veereenhede heg (nie 'n bandsom- of rolsoommasjiën bedien nie).		
(6) Vulsel op veereenhede stapel.		

C. STOFFERING VAN RAAMVEER-, BEDBASIS- OF ATELJEEBUSBANKE

	R	R
6. <i>Werknemer, graad II</i>	42,50	45,00
Alle soorte basisse (veer- of vas) stoffeer.		

D. MATRASNAAISTER

	R	R
7. <i>Werknemer, graad III</i>	32,50	35,00
(1) Die naai van matrasslope.		
(2) Die uitsny van matrasbinneslope en/of dele van matrasbinneslope en/of oortreksels vir matrasbinneslope.		

E. ALGEMENE WERKSAAMHEDE

	R	R
8. <i>Werknemer, graad IV</i>	20,00	22,50
(1) Heliese vere en/of ketting en/of hoepelyster wat uitsluitlik as stut vir 'n los stoelkussing moet dien, aanheg.		
(2) Rubberstroke wat uitsluitlik as stut vir 'n los stoelkussing moet dien, aanheg.		
(3) Heliese vere en/of ketting en/of sigsag- of nie-sakveerwerk aanheg en/of hoepelyster aan los matte en/of rugleunings van eetkamerstoel heg, maar uitgesonderd 'n veerrand aan rugleunings en/of matte en/of arms van rame bou.		
(4) Sisal- en/of klapperhaarkussinkies aan veerkussingeenhede heg.		
(5) Platforms sny vir die bedekking van heliese vere.		
(6) Die arm- en/of rugleunings van ateljeebusbanke in posisie vasbout waar die verbindingspunte vooraf bepaal en/of gereed gemaak is deur boorwerk of andersins.		
(7) Bedveerrame vasbout en/of monter en/of inkam en/of vooraf geboorde gate ruim en/of suiwer maak.		
(8) Spoele vir alle tipes naaldmasjiene gereed maak.		
(9) Deurgestikte rande volgens lengte sny.		
(10) Gaatjies in matrasrande pons.		
(11) Handvatsels en/of ventileerders aan matrasrande sit.		
(12) 'n Deurvlegmasjiën opstel en/of bedien en/of werk daarmee verrig.		
(13) Kussinkies sny.		
(14) Bedveerrame met die hand beits of vernis.		
(15) Hingsels aansit.		
(16) Oë aan naalde in 'n drukdeurstikmasjiën hang.		
(17) 'n Doekspreimasjiën laai en/of stoot en/of bedien of werk daarmee verrig.		
(18) 'n Pluis- en/of baaloopmaak- en/of baalbreek- en/of skuimkerfmasjiën bedien en/of werk daarmee verrig.		
(19) 'n Oogmaakmasjiën opstel en/of bedien en/of werk daarmee verrig.		
(20) Oë aan knope en/of klossies werk.		
(21) Veereenhede aan bedrame heg, uitgesonderd 'n fondament vir 'n raamveerbou.		
(22) Sisal- en/of klapperhaarkussinkies met die hand aan binneveereenhede heg.		
(23) Stoelkussingootreksels en/of peule stop met vulsel, uitgesonderd met binnevere.		

	For period ending 31/12/75	From 1/1/76
	R	R
5. <i>Grade IIIA employee</i>	30,00	32,50
Assisting mattress maker in one or more of the following operations:		
(1) Operating a filling machine.		
(2) Preparing frames for quilting machine.		
(3) Securing pads to spring units.		
(4) Securing mattress borders to spring units.		
(5) Securing mattress panels to spring units (not operating tape edge machine or the roll edge machine).		
(6) Laying out filling materials on spring units.		

C. UPHOLSTERY OF BOX SPRING, BED BASES OR STUDIO COUCHES

	R	R
6. <i>Grade II employee</i>	42,50	45,00
Upholstering all bases, spring or firm.		

D. MATTRESS SEAMSTERS

	R	R
7. <i>Grade III employee</i>	32,50	35,00
(1) Sewing of mattress covers.		
(2) Cutting of mattress cases and/or parts of mattress cases and/or covers for mattress cases.		

E. GENERAL OPERATIONS

	R	R
8. <i>Grade IV employee</i>	20,00	22,50
(1) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a support for a loose cushion.		
(2) Affixing rubber strips for the sole purpose of serving as a support for a loose cushion.		
(3) Affixing a helical spring and/or chain and/or zig-zag or no-sag type of springing and/or affixing hoop iron to loose seats and/or backs for dining-room chairs, but excluding the building of a spring edge on backs and/or seats and/or arms of frames.		
(4) Securing sisal and/or coir pads to spring cushion units.		
(5) Cutting of platforms used for covering helical springs.		
(6) Bolting in position arms and/or backs of studio couches where the points of conjunction have been predetermined and/or prepared by means of drilling or otherwise.		
(7) Bolting and/or assembling and/or meshing of bedspring frames and/or enlarging and/or truing up predrilled holes.		
(8) Preparing spools for any type of needling machine.		
(9) Cutting quilted borders to length.		
(10) Punching holes in mattress borders.		
(11) Fitting handles and/or ventilators to mattress borders.		
(12) Setting up and/or operating an interlacing machine and/or performing work therewith.		
(13) Cutting pads.		
(14) Staining and/or varnishing of bed spring frames by hand.		
(15) Affixing lugs.		
(16) Hanging loops on needles in compression tufting.		
(17) Loading and/or wheeling and/or operating a cloth spreading machine or performing work therewith.		
(18) Operating a teasing and/or bale opening and/or bale breaking machine and/or foam chipping machine and/or performing work therewith.		
(19) Setting up and/or operating a loop making machine and/or performing work therewith.		
(20) Attaching loops to buttons and/or tufts.		
(21) Attaching spring units to bed frames, excluding the building of a foundation for a box spring.		
(22) Affixing of sisal and/or coir pads by hand to interior spring units.		
(23) Filling cushion covers and/or bolsters with filling material other than spring interiors.		

Vir tydperk
eindigende
31/12/75 R

Vanaf
1/1/76 R

- (24) Vulsel in touvorm losdraai.
- (25) Knope en/of klossies maak.
- (26) Die stoffeerder help deur oortreksel vas te hou.
- (27) Assistent vir versendingsklerk, stoorman of tydbeampte.
- (28) Bandversiering en/of kraallyste maak.
- (29) Klaargesnyde materiaal sorteer nadat dit by die grootmaat uitgesny is.
- (30) Klaargemaakte stoelkussings vir aflewering nagaan en/of gereed maak.
- (31) Skuimrubber volgens grootte sny.
- (32) Rubberstroke sny.
- (33) Skuimrubber aanmekaar heg.
- (34) Skuimrubber aan materiaal heg slegs vir deurstikwerk.
- (35) Massameting.
- (36) Beddegoed uitmekaar haal.
- (37) Ketting en/of draad en/of hoepelyster en/of vierkantige en/of ruitvormige maasskakels sny.
- (38) Rollers vir deurstikmasjiene gereed maak.
- (39) Skuimrubber- en/of plastiekblokke in matrasslope insit.
- (40) Artikels in karton, papier, plastiek of soortgelyke materiaal toedraai en verpak.
- (41) Persele, voertuie, masjinerie, implemente, gereedschap, gerei en ander artikels skoonmaak.
- (42) Voertuie op- of aflaai en met aflewering-voertuie help.
- (43) Artikels dra, verskuif, opstapel of uitpak.
- (44) Boodskappe, briewe of ander artikels te voet of per fiets, driewiel of ander hand- of voertuig aflewer of vervoer.
- (45) Dranke maak en/of bedien.
- (46) Los werknemer (55c per uur).

F. DIVERSE—BYKOMSTIGE WERKSAAMHEDE

	R	R
9. <i>Werknemer, graad IA</i>	47,50	50,00
(1) Versendingsklerk.		
(2) Stoorman.		
(3) Tydbeampte.		
(4) Sweiswerk uitgesonderd puntsweiswerk.		
10. <i>Werknemer, graad III</i>	32,50	35,00
(1) Opsigter.		
(2) Wag.		
(3) Puntsweiswerk.		

G. VOORMANNE, ONDERBASE EN TOESIGHOUERS

Voormanne, onderbase en toesighouers moet lone betaal word teen die tarief van minstens die hoogste minimum voorgeskrewe loon, plus R20 per week wat van toepassing is op die werksaamhede wat deur werknemers, graad I, verrig word.

H. LEERLINGE

Leerlinge gemagtig ingevolge klousule 29 (1) van Hoofstuk I van hierdie Ooreenkoms, wat die werk van naaiers en/of naaisters onder werknemer, graad III, leer en leerlinge onder werknemer, graad I en/of graad II, moet, ondanks die minimum loon wat gespesifiseer word op die sertifikaat wat ingevolge klousule 29 (3) en (4) van Hoofstuk I deur die Raad uitgereik word, minstens die volgende loon per week betaal word:

- Gedurende eerste ses maande van leertyd: 75 per sent
- Gedurende tweede ses maande van leertyd: 80 persent
- Gedurende derde ses maande van leertyd: 85 persent
- Gedurende vierde ses maande van leertyd: 90 persent

van die minimum voorgeskrewe loon vir werknemers, graad I, graad II of graad III, na gelang van die geval.

I. JEUGDIGE WERKNEMERS

(1) Jeugdige manlike werknemers in 'n ambag of deel van 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, moet gedurende die gemagtigde proeftyd minstens die lone betaal word wat kragtens genoemde Wet voorgeskryf word.

(2) *Alle ander jeugdiges*.—Die minimum loon wat in hierdie Ooreenkoms voorgeskryf word vir werknemers in diens in dieselfde klas werk.

HOOFSTUK III

DIENSVOORWAARDES VAN TOEPASSING OP DRYWERS VAN MOTORVOERTUIE

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op die drywers van motorvoertuie.

For period
ending
31/12/75 R

From
1/1/76 R

- (24) Unwinding filling materials in rope form.
- (25) Making buttons and/or tufts.
- (26) Assisting upholsterer in holding cover.
- (27) Assistant to despatch clerk, storeman or timekeeper.
- (28) Making banding and/or beading.
- (29) Sorting of ready-cut materials after bulk cutting.
- (30) Regulating and/or preparing completed cushions for delivery.
- (31) Cutting foam rubber to size.
- (32) Cutting rubber strips.
- (33) Joining together foam rubber.
- (34) Affixing foam rubber to material for quilting purposes only.
- (35) Mass-measuring.
- (36) Stripping of bedding.
- (37) Cutting chain and/or wire and/or hoop iron and/or square and/or diamond mesh links.
- (38) Preparing rollers for quilting machines.
- (39) Inserting of foam rubber and/or plastic blocks into mattress cases.
- (40) The wrapping and packing of articles in cardboard, paper, plastic or similar materials.
- (41) Cleaning premises, vehicles, machinery, implements, tools, utensils and other articles.
- (42) Loading or unloading vehicles and assisting on delivery vehicles.
- (43) Carrying, moving, stacking or unpacking articles.
- (44) Delivering or conveying messages, letters or other articles on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle.
- (45) Making and/or serving beverages.
- (46) Casual employee (55c per hour).

F. MISCELLANEOUS—ANCILLARY OCCUPATIONS

9. <i>Grade IA employee</i>	47,50	50,00
(1) Despatch clerks.		
(2) Storeman.		
(3) Timekeepers.		
(4) Welding other than spotwelding.		
10. <i>Grade III employee</i>	32,50	35,00
(1) Caretaker.		
(2) Watchman.		
(3) Spotwelding.		

G. FOREMEN, CHARGEHANDS AND SUPERVISORS

Foremen, chargehands and supervisors shall be paid wages at the rate of not less than the highest minimum prescribed wage plus R20 per week applicable to the operations performed by Grade I employees.

H. LEARNERS

Learners authorised in terms of clause 29 (1) of Chapter I of this Agreement, employed in learning seamsters' and/or seamstresses' work under Grade III and learners under Grade I and/or Grade II shall, notwithstanding the minimum wage specified on the certificate issued by the Council in terms of clause 29 (3) and (4) of Chapter I be paid not less per week than the following wage:

- During the first six months of learnership: 75 per cent
- During the second six months of learnership: 80 per cent
- During the third six months of learnership: 85 per cent
- During the fourth six months of learnership: 90 per cent

of the minimum prescribed rate for Grade I, II or Grade III employees, as the case may be.

I. JUVENILE EMPLOYEES

(1) Juvenile male employees engaged in a trade or part of a trade designated under the Apprenticeship Act, 1944, during the authorised probationary period, shall be paid not less than the wages prescribed in terms of the provisions of the said Act.

(2) *All other juveniles*.—The minimum wage prescribed in this Agreement for employees employed on the same class of work.

CHAPTER III

EMPLOYMENT CONDITIONS APPLICABLE TO DRIVERS OF MOTOR VEHICLES

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

A. WOORDOMSKRYWING

"Los drywer van motorvoertuig" beteken 'n werknemer wat as die drywer van 'n motorvoertuig op hoogstens twee dae per week by dieselfde werkgever werksaam is;

"noodsaaklike dienste" beteken werk wat, weens oorsake soos brand, storm, ongeluk, gewelddaad of diefstal, sonder versuim verrig moet word, en alle werk wat nodig is vir die vervoer van masjinerie om 'n ernstige ontwrigting in 'n ambag te voorkom, of vervoer vir die doel van landsverdediging of polisie-dienste;

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

"motorvoertuigdrywer" beteken 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing omvat "motorvoertuig dryf" alle tydperke wat aan die dryf van 'n motorvoertuig bestee word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf;

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

"loonvrag" beteken die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ooreenkomstig 'n motortransport-sertifikaat of vrystellingssertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur 'n plaaslike padvervoerraad uitgereik is kragtens die Motortransportwet, 1930, of ooreenkomstig 'n padvaardigheidssertifikaat wat ten opsigte van sodanige voertuig deur 'n plaaslike owerheid uitgereik is, naamlik die netto dravermoë of netto vrag wat die grootste is;

"stukwerk" of "taakwerk" beteken 'n stelsel waarvolgens 'n werknemer se loon gebaseer word op die massa, volume of getal reise wat onderneem is of die mylafstand/kilometers wat afgelê is;

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

"weeklikse werknemer" beteken 'n werknemer wat by die week in diens is.

B. LOONSVERHOOGINGS EN MINIMUM LONE

(1) Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: 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 vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

<i>Indeling</i>	<i>Vir tydperk eindigende 31/12/75</i>
Drywer ingedeel onder 1 (a) (i):	
Wat minder as R24,30 per week verdien	Weekloon moet verhoog word tot R27.
Wat meer as R24,29 per week verdien	Weekloon moet verhoog word met R2,70
Drywer ingedeel onder 1 (a) (ii):	
Wat minder as R27,90 per week verdien	Weekloon moet verhoog word tot R31.
Wat meer as R27,89 per week verdien	Weekloon moet verhoog word met R3,10.
Drywer ingedeel onder 1 (a) (iii):	
Wat minder as R31,50 per week verdien	Weekloon moet verhoog word tot R35.
Wat meer as R31,49 per week verdien	Weekloon moet verhoog word met R3,50.
Drywer ingedeel onder 1 (a) (iv) en (b):	
Wat minder as R35,10 per week verdien	Weekloon moet verhoog word tot R39.
Wat meer as R35,09 per week verdien	Weekloon moet verhoog word met R3,90.
Drywer ingedeel onder 1 (c):	
Wat minder as R18 per week verdien	Weekloon moet verhoog word tot R20.
Wat meer as R17,99 per week verdien	Weekloon moet verhoog word met R2.

A. DEFINITIONS

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

"essential 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 service;

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

"driver of motor vehicle" means an employee who is engaged in driving a motor vehicle and for the purpose of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle and all periods during which he is obliged to remain at his post in readiness to drive;

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

"pay-load" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority whichever net-carrying capacity or net load may be the greater;

"piece-work" or "task-work" means any system under which an employee's wage is based on the mass volume or number of journeys undertaken or on the mileage/kilometres covered;

"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 vehicle known as "mechanical horse"; and

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

B. WAGE INCREASE AND MINIMUM WAGES

(1) The following shall be the minimum weekly wages prescribed for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum prescribed rate has to be increased in terms of this Agreement. Employees who are in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by him, shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

<i>Classification</i>	<i>For period ending 31/12/75</i>
Driver classified under 1 (a) (i):	
Earning less than R24,30 per week	Weekly wage to be increased to R27.
Earning more than R24,29 per week	Weekly wage to be increased by R2,70.
Driver classified under 1 (a) (ii):	
Earning less than R27,90 per week	Weekly wage to be increased to R31.
Earning more than R27,89 per week	Weekly wage to be increased by R3,10.
Driver classified under 1 (a) (iii):	
Earning less than R31,50 per week	Weekly wage to be increased to R35.
Earning more than R31,49 per week	Weekly wage to be increased by R3,50.
Driver classified under 1 (a) (iv) and (b):	
Earning less than R35,10 per week	Weekly wage to be increased to R39.
Earning more than R35,09 per week	Weekly wage to be increased by R3,90.
Driver classified under 1 (c):	
Earning less than R18 per week	Weekly wage to be increased to R20.
Earning more than R17,99 per week	Weekly wage to be increased by R2.

Indeling	Tydperk beginnende 1/1/76
Drywer ingedeel onder 1 (a) (i)...	Weekloon moet verhoog word met R2,50.
Drywer ingedeel onder 1 (a) (ii)...	Weekloon moet verhoog word met R2.
Drywer ingedeel onder 1 (a) (iii)...	Weekloon moet verhoog word met R2.
Drywer ingedeel onder 1 (a) (iv) en (b)	Weekloon moet verhoog word met R2.
Drywer ingedeel onder 1 (c)....	Weekloon moet verhoog word met R2,50.

Loonvragte	Vir die tydperk eindigende 31/12/75	Vanaf 1/1/76
	R	R
(a) Drywer van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg (6 000 lb).....	27,00	29,50
(ii) 2 722 kg (6 000 lb) en meer, maar hoogstens 4 536 kg (10 000 lb)	31,00	33,00
(iii) 4 536 kg (10 000 lb) en meer, maar hoogstens 6 350 kg (14 000 lb)	35,00	37,00
(iv) meer as 6 350 kg (14 000 lb).....	39,00	41,00
(b) Drywer van 'n stoomwa.....	39,00	41,00
(c) Drywer van 'n vrachtwagen, trekker, brompone, passasiersmotor	20,00	22,50
(d) Los drywer van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om (vir 'n tydperk van nege uur of minder as nege uur per dag) 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg (6 000 lb).....	5,40	5,90
(ii) 2 722 kg (6 000 lb) en meer, maar hoogstens 4 536 kg (10 000 lb)	2,60	6,60
(iii) meer as 4 536 kg (10 000 lb), maar hoogstens 6 350 kg (14 000 lb)	7,00	7,40
(iv) meer as 6 350 kg (14 000 lb).....	7,80	8,20
(e) Los drywer van 'n stoomwa.....	7,80	8,20
(f) Los drywer van 'n vrachtwagen, trekker, bromponie, passasiersmotor	4,00	4,50

(2) *Kontrakbasis*.—Elke werknemer word geag 'n weeklikse werknemer te wees tensy hy ingesluit is in die omskrywing van 'n "los drywer" van 'n motorvoertuig, en behoudens klousules C (6) en K, moet hy minstens die volle weekloon betaal word wat in subklousule (1) (a), (b) en (c) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy die volle tyd of minder gewerk het, en is hy onderworpe aan die ander voorwaardes (vir sover dit op hom van toepassing is) wat vir so 'n werknemer voorgeskryf is.

(3) *Sleepwaens*.—'n Werknemer wat op 'n bepaalde dag 'n motorvoertuig dryf waaraan een of meer sleepwaens gehaak is, moet minstens die volgende betaal word:

(a) Indien hy 'n weeklikse werknemer is, 25c per dag vir elke sleepwa, met 'n maksimum van R1 in 'n week;

(b) as hy 'n los drywer van 'n motorvoertuig is, 25c per dag benewens die besoldiging voorgeskryf ingevolge subklousules (1), (3) en (6).

(4) *Berekening van maandelikse besoldiging*.—Wanneer die besoldiging wat aan 'n werknemer verskuldig is, ooreenkomstig die voorbehoudsbepaling van klousule C (1) maandeliks betaal word, is die besoldiging wat in 'n bepaalde maand betaalbaar is, vier en een derde maal die weekloon wat vir 'n werknemer van sy klas in subklousule (1) (a), (b) en (c) voorgeskryf word.

(5) *Differensiële lone*.—'n Werknemer, uitgesonderd 'n los drywer van die motorvoertuig, van wie vereis word of wat toegelaat word om werk te verrig waarvoor 'n hoër loon as sy gewone loon in subklousule (1) (a), (b) en (c) voorgeskryf word, moet ten opsigte van die hele dag waarop hy werk verrig waarvoor sodanige hoër loon voorgeskryf is, sodanige hoër loon ontvang; en 'n los drywer van 'n motorvoertuig wat op 'n bepaalde dag toegelaat word of van wie vereis word om werk te verrig ten opsigte waarvan verskillende lone in subklousule (1) (d), (e) en (f) voorgeskryf word, moet sodanige hoër of hoogste loon betaal word.

Vir die toepassing van hierdie subklousule moet die loon wat aan 'n werknemer, uitgesonderd 'n los drywer van 'n motorvoertuig, ten opsigte van 'n dag betaal word, minstens gelyk wees aan een sesde van die weekloon wat in subklousule (1) (a), (b) en (c) voorgeskryf word vir die hoër besoldigde werk wat hy verrig het.

(6) *Verblyfstoelae*.—'n Werkgewer moet, benewens ander besoldiging wat verskuldig is, aan sy werknemer wat tydens 'n reis onderneem vir die vervulling van sy pligte, van sy woonplek en

Classification	Period commencing 1/1/76
Driver classified under 1 (a) (i)....	Weekly wage to be increased by R2,50.
Driver classified under 1 (a) (ii)...	Weekly wage to be increased by R2.
Driver classified under 1 (a) (iii)...	Weekly wage to be increased by R2.
Driver classified under 1 (a) (iv) and (b)	Weekly wage to be increased by R2.
Driver classified under 1 (c)....	Weekly wage to be increased by R2,50.

Pay-loads	For period ending 31/12/75	From 1/1/76
	R	R
(a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—		
(i) under 2 722 kg (6 000 lb).....	27,00	29,50
(ii) 2 722 kg (6 000 lb) and over but not exceeding 4 536 kg (10 000 lb)	31,00	33,00
(iii) over 4 536 kg (10 000 lb) but not exceeding 6 350 kg (14 000 lb)	35,00	37,00
(iv) over 6 350 kg (14 000 lb).....	39,00	41,00
(b) Driver of steam wagon.....	39,00	41,00
(c) Driver of fork lift, tractor, scooter, passenger car	20,00	22,50
(d) Casual driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—		
(i) under 2 722 kg (6 000 lb).....	5,40	5,90
(ii) 2 722 kg (6 000 lb) and over but not exceeding 4 536 kg (10 000 lb)	6,20	6,60
(iii) over 4 536 kg (10 000 lb), but not exceeding 6 350 kg (14 000 lb)	7,00	7,40
(iv) over 6 350 kg (14 000 lb).....	7,80	8,20
(e) Casual driver of a steam wagon.....	7,80	8,20
(f) Casual driver of fork lift, tractor, scooter, passenger car	4,00	4,50

(2) *Basis of contract*.—Every employee shall be deemed to be a weekly employee unless he falls within the definition of a "casual driver" of a motor vehicle and shall be paid not less than the full weekly remuneration prescribed in paragraphs (a), (b) and (c) of subclause (1) for an employee of this class, subject to the provisions of clauses C (6) and K, whether he has worked full time or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(3) *Trailers*.—An employee, who, on any day drives a motor vehicle to which there is attached one or more trailers shall be paid not less than—

(a) if a weekly employee, 25c per day for each trailer with a maximum of one rand in any week;

(b) if a casual driver of a motor vehicle, 25c per day, in addition to the remuneration prescribed in terms of subclauses (1), (3) and (6).

(4) *Calculation of monthly remuneration*.—Whenever remuneration due to an employee is, in terms of the proviso to clause C (1) paid monthly, the remuneration payable in any month shall be four and one-third times the weekly remuneration prescribed for and employee of his class in subclause (1) (a), (b) and (c).

(5) *Differential rates*.—An employee, other than a casual driver of a motor vehicle, who is required or permitted to perform work for which a higher rate of wages is prescribed in subclause (1) (a), (b) and (c) than his usual rate of wage shall be paid at such higher rate in respect of the whole day on which such higher rated work is performed; and a casual driver of a motor vehicle who on any day is required or permitted to perform work in respect of which different wages are prescribed in subclause (1) (d), (e) and (f) shall be paid the higher or highest of such rates.

For the purposes of this subclause the wages payable to an employee, other than a casual driver of a motor vehicle, in respect of any one day shall be not less than one-sixth of the weekly wage prescribed in subclause (1) (a), (b) and (c) of the higher rated work performed.

(6) *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

sy werkgewer se bedryfsinrigting afwesig is vir 'n tydperk van een of meer nagte, minstens die volgende verblyftoelae betaal:

- (a) Waar dit vir die werknemer nodig is om 'n aandete en bed te bekom: R2,50.
- (b) Waar dit vir die werknemer nodig is om 'n aandete, bed en ontbyt te bekom: R2,75.
- (c) Waar dit vir die werknemer nodig is om 'n bed, ontbyt, middag- en aandete te bekom: R3.

C. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los drywers van 'n motorvoertuig.*—Besoldiging is weekliks betaalbaar en moet nie later nie as 30 minute na die voltooiing van die dag se werk in kontant betaal word op die gewone betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind: Met dien verstande dat 'n werkgewer, met die toestemming van sy werknemer, die besoldiging wat verskuldig is, maandeliks mag betaal.

(2) *Los drywer van 'n motorvoertuig.*—'n Los drywer moet sy besoldiging in kontant ontvang by beëindiging van sy dienskontrak.

(3) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer betaal word of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van opleidingskemas waartoe die werkgewer regtens moet bydra nie.

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

(5) *Kos en inwoning.*—Behoudens enige ander wet, mag 'n werkgewer nie van sy werknemer vereis om by hom of op 'n plek deur hom aangewys, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes ople nie en ook geen bedrae, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:

(a) Wanneer 'n werknemer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid;

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

(c) bedrae bedoel in klousule 17 van Hoofstuk I van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van die werknemer, bedrae vir versekerings- of pensioenfondse;

(e) bydraes tot die fondse van die vakverenigings ingevolge klousule 31 van Hoofstuk I van hierdie Ooreenkoms;

(f) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, hoogstens die volgende bedrae:

	Per week R	Per maand R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

D. WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYDWERK

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

(a) in die geval van 'n ander werknemer as 'n los drywer van 'n motorvoertuig—

(i) 44 in 'n bepaalde week van Maandag tot en met Vrydag;

(ii) nege op vyf dae per week en sewe op die ander dag: Met dien verstande dat dit altesaam hoogstens 44 per week is: Met dien verstande voorts dat, as daar op 'n bepaalde dag van 'n werknemer vereis word om later as 11h00 met sy werk te begin, hy vir die berekening van die gewone werkure en oortydwerkure geag moet word om 11h00 te begin werk het;

(b) in die geval van 'n los drywer van 'n motorvoertuig, nege op 'n dag.

(2) *Oortydure.*—Alle ure wat daar langer gewerk word as die maksimum getal gewone werkure wat in subklousule (1) voorgeskryf word, word geag oortydwerkure te wees.

(3) *Betaling vir oortydwerk.*—'n Werknemer wat oortyd werk, moet vir elke uur of gedeelte daarvan minstens die volgende betaal word:

(a) In die geval van 'n werknemer wat per week betaal word, een en 'n half maal die weekloon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a), (b) en (c), gedeel deur 44; en

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 and bed: R2,50.

(b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R2,75.

(c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R3.

C. PAYMENT OF REMUNERATION

(1) *Employees other than casual drivers of motor vehicles.*—Remuneration shall become due and be paid in cash weekly, not later than 30 minutes after the completion of the day's work, on the usual pay-day or on termination of employment if this takes place before the usual pay-day: Provided that an employer may, with the consent of his employee pay the remuneration due monthly.

(2) *Casual driver of motor vehicle.*—A casual driver shall be paid his remuneration in cash on termination of his contract of employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of any employee: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

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

(5) *Board and lodging.*—Subject to the provisions of any other law, an employer shall not require his employee to board and/or lodge with him or at any place nominated by him.

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

(a) Where an employee absents himself from work, a pro rata amount for the period of such absence;

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

(c) deductions referred to in clause 17 of Chapter I of this Agreement;

(d) with the written consent of the employee, deductions for insurance or pension funds;

(e) deductions of contributions to the funds of the trade unions in terms of clause 31 of Chapter I of this Agreement;

(f) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Per week R	Per month R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20

D. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee shall not exceed—

(a) in the case of an employee other than a casual driver of a motor vehicle—

(i) 44 in any week from Monday to Saturday inclusive;

(ii) nine on five days in any week and seven on the other day: Provided that the weekly total does not exceed 44;

Provided further that if an employee is required on any day to commence work later than 11h00 he shall, for the purpose of calculating the ordinary hours of work and overtime be deemed to have commenced work at 11h00;

(b) in the case of a casual driver of a motor vehicle, nine on any day.

(2) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours prescribed in subclause (1) shall be deemed to be overtime.

(3) *Payment for overtime.*—An employee who works overtime shall be paid for each hour or part thereof not less than—

(a) in the case of a weekly paid employee, one and a half times the weekly wage prescribed for an employee of his class in clause B (1) (a), (b) and (c), divided by 44; and

(b) in die geval van 'n los drywer van 'n motorvoertuig, een en 'n half maal die loon voorgeskryf in klousule B (1) (d), (e) en (f), gedeel deur nege.

(4) *Beperking op oortydwerk.*—'n Werkgewer mag nie sy werknemer toelaat of van hom vereis om meer as—

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

oortydwerk te verrig nie.

(5) *Betaling vir Sondae.*—Tyd op 'n Sondag gewerk, mag nie as deel van die gewone werkure of as oortydwerk gereken word nie, maar moet daarvoor betaal word teen minstens die volgende spesiale skale:

(a) In die geval van 'n weeklikse werknemer, uitgesonderd 'n werknemer bedoel in paragraaf (c), dubbel die weekloon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a), (b) en (c), gedeel deur ses;

(b) in die geval van 'n los drywer, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (d), (e) en (f) vir elke Sondag of gedeelte daarvan gewerk;

(c) in die geval van 'n werknemer bedoel in die voorbehoudsbepaling van klousule E (1) (b), dubbel die dagloon voorgeskryf in klousule B (1) (e), gedeel deur nege, vir elke uur of gedeelte daarvan gewerk, met 'n minimum betaling vir vier uur.

(6) *Betaling vir openbare vakansiedae.*—'n Werknemer wat op Kersdag, Goede Vrydag of Gelofte-dag gewerk, moet vir elke dag of gedeelte daarvan, minstens die volgende betaal word:

(a) In die geval van 'n weeklikse werknemer, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (a), (b) en (c), gedeel deur ses;

(b) in die geval van 'n los drywer van 'n motorvoertuig, dubbel die loon vir 'n werknemer van sy klas voorgeskryf in klousule B (1) (d), (e) en (f).

(7) *Etenstyd.*—Nadat 'n werknemer vyf uur lank gewerk het, moet daar aan hom een uur toegestaan word as etenstyd, en gedurende sodanige pouse mag daar geen werk verrig word nie: Met dien verstande dat as 'n werkgewer van sy werknemer vereis om meer as een uur as etenstyd te neem, alle tyd langer as een uur gereken moet word as deel van die gewone werkure.

(8) *Werkure moet aaneenlopend wees.*—Behoudens subklousule (7), moet alle werkure op 'n dag aaneenlopend wees.

E. RUSTYE

(1) Geen werkgewer mag van sy werknemer vereis of hom toelaat—

(a) om so te werk dat die werknemer nie minstens 12 aaneenlopende ure rustyd het nie in 'n tydperk van 24 uur, bereken vanaf die tyd waarop die werknemer op 'n bepaalde dag met sy werk begin;

(b) om so te werk dat die werknemer nie een hele dag vir rus in elke sewe agtereenvolgende dae het nie: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer van wie vereis word om vir hoogstens vier uur op 'n Sondag te werk met die doel om 'n stoomwa te bedien.

F. SIEKTEVERLOF

Klousule 30 van Hoofstuk I is *mutatis mutandis* van toepassing.

G. VERBOD OP STUKWERK OF TAAKWERK

Geen werkgewer mag van sy werknemer vereis of hom toelaat om stukwerk of taakwerk te verrig nie.

H. UNIFORMS

'n Werkgewer wat van sy werknemer vereis om 'n uniform te dra, moet sodanige uniform gratis verskaf, laat was of skoonmaak, en dit bly die eiendom van die werkgewer.

I. DIENSSERTIFIKAAT

'n Werknemer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los drywer van 'n motorvoertuig, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volgende gemeld word: Die volle naam van die werkgewer en van die werknemer, die datum waarop die dienskontrak in werking getree het, die datum van beëindiging daarvan en die besoldiging op die datum van sodanige beëindiging.

J. LOGBOEK

(1) Elke werkgewer moet 'n logboek met duplikaatbladsye en so na as moontlik in onderstaande vorm, verskaf vir die gebruik van elke werknemer in sy diens:

(b) in the case of a casual driver of a motor vehicle, one and a half times the wage prescribed in terms of clause B (1) (d), (e) and (f) divided by nine.

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

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

(5) *Payment for Sundays.*—Time worked on a Sunday shall not be reckoned as part of the ordinary hours of work or overtime but shall be paid for at not less than the following special rates:

(a) In the case of a weekly employee other than an employee referred to in paragraph (c) double the weekly wage prescribed for an employee of his class in clause B (1) (a), (b) and (c) divided by six;

(b) in the case of a casual driver, double the wage prescribed for an employee of his class in clause B (1) (d), (e) and (f) for each Sunday or part thereof worked;

(c) in the case of an employee referred to in the proviso to clause E (1) (b) double the daily wage prescribed in clause B (1) (e) divided by nine for each hour or part thereof worked, with a minimum payment for four hours.

(6) *Payment for public holidays.*—An employee who works on Christmas Day, Good Friday or the Day of the Covenant shall for each day or part thereof be paid not less than—

(a) in the case of a weekly employee, double the wage prescribed for an employee of his class in clause B (1) (a), (b) and (c) divided by six;

(b) in the case of a casual driver of a motor vehicle, double the wage prescribed for an employee of his class in clause B (1) (d), (e) and (f).

(7) *Meal hours.*—An employee shall be allowed one hour for a meal after five hours 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.

(8) *Hours of work to be consecutive.*—Subject to the provisions of subclause (7), all hours of work on any day shall be consecutive.

E. REST PERIODS

(1) No employer shall require or permit his employee to work—

(a) so that the employee has not 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) so that the employee has not one complete day for rest in every seven consecutive days: Provided that this paragraph shall not apply to an employee who may be required to work on a Sunday for not more than four hours for the purpose of attending to a steam wagon.

F. SICK LEAVE

The provisions of clause 30 of Chapter I shall *mutatis mutandis* apply.

G. PROHIBITION OF PIECE-WORK OR TASK-WORK

No employer shall require or permit his employee to perform piece-work or task-work.

H. 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.

I. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment of any of his employees, other than a casual driver of a motor vehicle, 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.

J. LOG BOOK

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

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van drywer.....
 Tipe voertuig en goedgekeurde loonvrag.....
 Getal sleepwaens aan voertuig gehaak.....
 Tyd waarop werk begin.....
 Tyd waarop werk eindig.....
 Getal gewone ure gewerk.....
 Eenstyd (tye) van..... vm./nm. tot..... vm./nm.
 Onklaarrakings, ongelukke en/of ander vertragsings.....

Handtekening van drywer

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

(2) Tensy 'n werknemer weens siekte of 'n ander onvermydelike oorsaak nie in staat is om dit te doen nie, moet hy, wanneer hy voorsien word van die logboek gemeld in subklousule (1), sodanige logboek in duplo en op 'n manier wat so na as moontlik in die voorgeskrewe vorm moet wees byhou ten opsigte van elke dag se werk, en moet hy binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n volledig ingevulde kopie daarvan aan sy werkgewer oorhandig.

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

K. BEÏNDIGING VAN DIENSKONTRAK

Klousule 34 van Hoofstuk I is *mutatis mutandis* van toepassing.

Hierdie Ooreenkoms is namens die partye op die 21ste dag van Mei 1975 in Johannesburg onderteken.

I. LASAROW, Voorsitter van die Raad.

J. F. KLOPPER, Vise-voorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

No. R. 1515

8 Augustus 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

BEDDEGOEDNYWERHEID, TRANSVAAL

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Beddegoednywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 1341 van 1 Augustus 1975, oor die algemeen vir werknemers wie se werkkur en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1516

8 Augustus 1975

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—AAN-
VULLENDE VOORSORGFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beddegoednywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

DAILY LOG

Name of employer.....
 Name of driver.....
 Type of vehicle and authorised pay-load.....
 Number of trailers attached to vehicle.....
 Time of starting work.....
 Time of finishing work.....
 Number of ordinary hours worked.....
 Meal hour(s) from..... a.m./p.m. to..... a.m./p.m.
 Breakdowns, accidents and/or other delays.....

Signature of driver

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

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

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

K. TERMINATION OF CONTRACT OF EMPLOYMENT

The provisions of clause 34 of Chapter I shall *mutatis mutandis* apply.

This Agreement signed on behalf of the parties at Johannesburg this 21st day of May 1975.

I. LASAROW, Chairman of the Council.

J. F. KLOPPER, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 1515

8 August 1975

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

BEDDING MANUFACTURING INDUSTRY,
TRANSVAAL

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Bedding Manufacturing Industry, Transvaal, published under Government Notice R. 1341 of 1 August 1975 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 1516

8 August 1975

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANS-
VAAL.—SUPPLEMENTARY PROVIDENT FUND
AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Bedding Manufacturing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 5 van Hoofstuk I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 5 van Hoofstuk I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL.—AANVULLENDE VOORSORGFONDS

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Bedding Manufacturers' Association of the Transvaal (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Association of Furniture and Allied Workers of South Africa
en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Beddegoednywerheid, Transvaal.

HOOFSTUK I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur lede van die werkgewersorganisasie en lede van enige van die vakverenigings wat onderskeidelik by die Beddegoednywerheid betrokke of daarin werksaam is.

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

(a) van toepassing slegs op werknemers, uitgesonderd los werknemers, vir wie lone in die Hoofdooreenkoms voorgeskryf word; en

(b) nie van toepassing nie op werknemers vir wie Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2327 van 15 Desember 1972 bindend is.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens Artikel 48 van die Wet deur die Minister gespesifiseer word, en bly van krag vir die tydperk wat op 31 Oktober 1976 eindig, of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike gelsag aandui, die vroulike, en dié wat die enkelvoud aandui, die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2 and 5 of Chapter I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 5 of Chapter I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—SUPPLEMENTARY PROVIDENT FUND

AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal

(hereinafter referred to as the "employees" or the "trade union" organisation"), of the one part, and the

National Association of Furniture and Allied Workers of South Africa
and the

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Bedding Manufacturing Industry, Transvaal.

CHAPTER I

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by members of the employers' organisation and members of any of the trade unions who are engaged or employed in the Bedding Manufacturing Industry.

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

(a) apply only to employees, other than employees, for whom wages are prescribed in the Main Agreement; and

(b) not apply to employees upon whom the provisions of Chapter II of the Agreement published under Government Notice R. 2327 of 15 December 1972 are binding.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in operation for the period ending 31 October 1976, or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended; "auditor" means a public accountant as defined in the Act;

"Beddegoednywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat die volgende insluit:

(a) Matrasse, veermatrasse, bo-matrasse, peule, kussings vir ateljeerusbanke en veereenhede;

(b) ateljeerusbanke;

(c) alle werksaamhede en prosesse wat voortvloei uit die vervaardiging van die artikels genoem in paragrafe (a) en (b) indien uitgevoer deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels.

Vir die toepassing van hierdie omskrywing beteken "ateljeerusbank" 'n meubelstuk wat as sitplek bedoel is maar wat in 'n dubbelbed of twee of meer beddens omgeskep kan word en waarvan die raamwerk hoofsaaklik van metaal gemaak is en waarvan die sit- en/of slaappoppervlakte uit matrasse en/of kussings bestaan;

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

"Komitee" of "Bestuurskomitee" vir die doeleindes van die administrasie van die Fonds die Komitee deur die Raad aangesel ingevolge klousule 2 (1) (a) van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2327 van 15 Desember 1972;

"bydraes" die geld wat ingevolge klousule 3 (1) van Hoofstuk II van hierdie Ooreenkoms aan die Fonds betaalbaar is;

"Raad" die Nywerheidsraad vir die Beddegoednywerheid, Transvaal;

"afhanklike", met betrekking tot 'n lid vir die toepassing van Hoofstuk II—

(a) sy vrou;

(b) sy weduwee;

(c) sy minderjarige kind of minderjarige stiefkind; of

(d) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is, ingevolge hierdie paragraaf, finaal is;

"Fonds" die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, in Hoofstuk II van hierdie Ooreenkoms bedoel;

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

"Hofooreenkoms" enige geldende ooreenkoms vir die Beddegoednywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"lid" 'n werknemer wat toegelaat is as lid van die Fonds, en die woorde "lid" en "lidmaatskap" het 'n ooreenstemmende betekenis;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

"gewone loon" die loon gebaseer op 'n werknemer se dienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende enige bepaalde week gewerk het;

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag vóór Vrydag is;

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

"reëls" die reëls van die Fonds deur die Raad gemaak ingevolge klousule 2 (1) (b) van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2327 van 15 Desember 1972;

"Sekretaris" die Sekretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 7 van Hoofstuk II.

4. ADMINISTRASIE

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

"Bedding Manufacturing Industry" means the Industry in which employers and employees are associated for the manufacture of bedding which shall include—

(a) mattresses, spring mattresses, overlays, bolsters, cushions for studio couches and spring units;

(b) studio couches;

(c) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (a) and (b) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles.

A "studio couch" for the purposes of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

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

"Committee" or "Management Committee" shall for the purposes of the administration of the Fund mean the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II of the Agreement published under Government Notice R. 2327, dated 15 December 1972;

"contributions" means the moneys payable to the Fund in terms of clause 3 (1) (a) of Chapter II of this Agreement;

"Council" means the Industrial Council for the Bedding Manufacturing Industry, Transvaal;

"dependant" means in relation to a member for the purposes of Chapter II—

(a) his wife;

(b) his widow;

(c) his minor child or minor stepchild; or

(d) any other person wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provided that the Committee's decision, as to who the dependants of the deceased member are, in terms of this paragraph, shall be final;

"Fund" means the Provident Fund for the Bedding Manufacturing Industry, Transvaal, referred to in Chapter II of this Agreement;

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

"Main Agreement" means any current agreement for the Bedding Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry, in terms of the Act;

"member" means an employee who has been admitted as a member of the Fund and the words "member" and "membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

"pay-day" means Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday;

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

"rules" means the rules of the Fund made by the Council in terms of clause 2 (1) (b) of Chapter II of the Agreement published under Government Notice R. 2327, dated 15 December 1972;

"Secretary" means the Secretary appointed in terms of clause 4 of this Chapter;

"trustee(s)" means the trustee(s) appointed in terms of clause 4 of Chapter II.

4. ADMINISTRATION

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

5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navraag te doen en om sodanige dokumente, boeke, loonstate, loonkoevertes en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig is met die doel om vas te stel of hierdie Ooreenkoms nagekom word, en ingeval daar geen agente is wat deur die Raad aangestel is nie, kan hy die Bestuurskomitee magtig om een of meer agente aan te stel, beklee met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkgewers aan die Fonds verskuldig is.

6. VRYSTELLINGS

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

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

(3) Die Sekretaris moet aan elke werkgewer/werknemer aan wie vrystelling ingevolge hierdie klousule verleen word, 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

- (a) Die naam van die betrokke werkgewer/werknemer voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan waarop sodanige vrystelling verleen word; en
- (d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en
- (c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer/werknemer moet die bepalings van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

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

(2) Die Raad en/of Komitee of Bestuurskomitee word nie verantwoordelik gehou nie vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar deur die werkgewer wat nie by sekwestrasie of likwidasië van die werkgewer se boedel of hoegenaamd in die Fonds inbetaal is nie.

8. ALGEMENE BEPALINGS

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

Niks in hierdie Ooreenkoms mag die reg van 'n werkgewer om die diens van sodanige lid te beëindig enigerwyse beperk nie.

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

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

5. AGENTS

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

6. EXEMPTIONS

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

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

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

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

(4) The Secretary shall—

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

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

7. INDEMNITY

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

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

8. GENERAL PROVISIONS

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

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

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

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

HOOFSTUK II

1. VOORSORGFONDS VIR DIE BEDDEGOED-
NYWERHEID, TRANSVAAL

(1) "Voorsorgfonds" beteken die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskenningsgewing 495 van 24 Maart 1961 en voortgesit ingevolge die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 2327 van 15 Desember 1972.

(2) Die Fonds bestaan ook uit die totale weeklikse bydraes van sowel werkgewer as lid wat ingevolge klousule 3 van hierdie Hoofstuk van die Ooreenkoms in die Fonds inbetaal word.

2. LIDMAATSKAP

(1) Behoudens klousule 1 (2) (b) van Hoofstuk I, bestaan lidmaatskap van die Fonds—

(a) uit alle werknemers (uitgesonderd los werknemers) vir wie 'n loon van meer as R20 per week vir die tydperk eindigende 31 Desember 1975 en R22,50 per week vir die tydperk eindigende 31 Desember 1976 voorgeskryf word in die Hoof-ooreenkoms gepubliseer by Goewermentskenningsgewing R. 1341 van 1 Augustus 1975

(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in klousule 3 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al die bystand ontvang het waarvoor voorsiening gemaak is ingevolge klousule 5 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 2327 van 15 Desember 1972.

3. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fonds-week van die gewone loon van elke lid in sy diens die volgende aftrek: 4 persent van die gewone loon vir die tydperk eindigende 31 Desember 1975 en 5 persent van die gewone loon vir die tydperk 1 Januarie 1976 tot die datum waarop die Ooreenkoms verstryk. By die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg.

(b) Ondanks andersluidende bepalinge in hierdie Ooreenkoms moet geen bydraes betaal word as 'n lid slegs twee dae of minder gedurende enige Fondsweek werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging, asook vir vakansies met besoldiging, asof die betrokke lid by sy werk aanwesig was op die normale manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlikse sluiting.

(2) (a) Behoudens paragraaf (b), moet die werkgewer alle bedrae wat ingevolge hierdie klousule betaalbaar is, maand na maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal.

Wanneer die werkgewer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangsel F van die Hoof-ooreenkoms gespesifiseer word.

(b) 'n Werkgewer wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bedrae betaalbaar ingevolge hierdie klousule week na week betaal sodat dié 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 staat in paragraaf (a) hiervan bedoel. 'n Werkgewer op wie die bepalinge van hierdie paragraaf toegepas is, mag, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae betaalbaar ingevolge hierdie klousule op die maandelikse basis waarvoor in paragraaf (a) hiervan voorsiening gemaak is.

(c) As dit nog nie ten opsigte van huidige werknemers gedoen is nie, maar in alle geval wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste staat in paragraaf (a) of (b) hiervan gemeld, wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres, identiteitsnommer/verwysingsnommer en die adres en identiteitsnommer/verwysingsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

CHAPTER II

1. THE PROVIDENT FUND FOR THE BEDDING MANU-
FACTURING INDUSTRY, TRANSVAAL

(1) "The Provident Fund" shall mean the Provident Fund for the Bedding Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice 495 of 24 March 1961 and continued in terms of the Agreement published under Government Notice R. 2327 dated 15 December 1972.

(2) The Fund shall also consist of the total weekly contributions of both employer and member paid in to the Fund in terms of clause 3 of this Chapter of the Agreement.

2. MEMBERSHIP

(1) Membership of the Fund shall, subject to the provisions of clause 1 (2) (b) of Chapter I, consist of—

(a) all employees (other than casual employees) for whom a wage of more than R20 per week is prescribed in the Main Agreement published under Government Notice R 1341 of 1 August 1975 for the period ending 31 December 1975 and R22,50 per week for the period ending 31 December 1976;

(b) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 3 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits provided for in terms of clause 5 of Chapter II of the Agreement published under Government Notice R. 2327, dated 15 December 1972.

3. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the ordinary wage of each and every member in his employ 4 per cent of the ordinary wage for the period ending 31 December 1975 and 5 per cent of the ordinary wage for the period 1 January 1976 until the expiry of the Agreement. To the amount so deducted the employer shall add a like amount.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for only two days or less during any one Fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure.

(2) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of this clause 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.

When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to the Main Agreement.

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

(c) If not already furnished in respect of present employees, but in any event whenever a new employee enters the Industry, the first statement referred to in paragraph (a) or (b) hereof following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee, as well as such employee's address, identity reference number and the address and identity reference number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(d) As hy dit nog nie reeds gedoen het nie maar in eiere geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgewer in kennis stel van sy adres en identiteitsnommer/verwysingsnommer en die adres en identiteitsnommer/verwysingsnommer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgewer verwittig van enige adresverandering van 'n afhanklike(s) en elke werkgewer moet die Sekretaris skriftelik daarvan kennis gee.

(3) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig mag word.

4. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwedeer word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) moet die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse as gevolg van die oordrag verminder word nie; en

(b) moet enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal word asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadministreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgewer- en werknemersvertegenwoordigers in die Komitee te verseker. Ingeval 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 Registrateur, 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 beamppte van een van die vakverenigings is, en die ander een 'n lid van die werkgewers-organisasie of 'n besoldigde beamppte daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwedeer word.

(3) Enige vakature wat ontstaan in die Raad van Trustees saamgestel kragtens subklousule (2), moet gevul word op dieselfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waaroor hulle en die Registrateur ooreenkoms.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2), moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) 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;

(b) alle krediteure, administrasie- en likwidasielaste uit die Fonds betaal;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Gowermentskennisgewing R. 2327 van 15 Desember 1972

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c), die bedrae wat in die krediet van lede se rekenings staan, aan sodanige lede betaal asof hulle die Nywerheid by aftrede verlaat het.

(d) Every member if he has not already done so, but in any event upon joining the Fund, shall advise his employer of his address and identity reference number and the address and identity reference number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the Secretary thereof in writing.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(4) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.

4. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of one of the trade unions 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. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the Board of Trustees as constituted in subclause (2), shall be filled in the same manner provided for in that subclause.

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

(5) Upon liquidation of the Fund in terms of subclause (1) or (2), the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of Chapter II of the Agreement published under Government Notice R. 2327, dated 15 December 1972;

(d) after this final allocation in terms of paragraph (c), pay the amounts standing to the credit of members' accounts to such members as though they had left the Industry upon retirement.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, word enige bystand verbeur waarop lede ingevolge subklousule (5) (d) geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet die geld in die algemene fondse van die Raad inbetaal word: Met dien verstande dat die Raad egter die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na sy uitsluitlike en absolute goedvinde aan die betrokke begunstigdes betalings te doen uit die geld wat aan die Raad se fondse verbeur is.

(7) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, dan moet die geld wat kragtens subklousule (6) verbeur is, verdeel word soos bepaal by artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

5. Klousules 2, 5 en 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2327 van 15 Desember 1972 is *mutatis mutandis* van toepassing.

Hierdie Aanvullende Ooreenkoms is namens die partye op hede die 21ste dag van Mei 1975 te Johannesburg onderteken.

I. LASAROW, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

No. R. 1517

8 Augustus 1975

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—WYSIGING VAN VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGING-OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Beddegoednywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 9, 10, 11, 12, 13, 14, 15, 16 en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL. — VOORSORGFONDS, SIEKTEBYSTANDSGENOOTSKAP EN STERFTEBYSTANDSVERENIGING

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Bedding Manufacturers' Association of the Transvaal

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

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and shall be paid into 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 entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(7) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed then the moneys forfeited in terms of subclause (6) shall be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

5. The provisions of clauses 2, 5 and 6 of Chapter II of the Agreement published under Government Notice R. 2327, dated 15 December 1972 shall apply *mutatis mutandis*.

This Supplementary Agreement signed on behalf of the parties at Johannesburg this 21st day of May 1975.

I. LASAROW, Chairman of the Council.

J. F. KLOPPER, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 1517

8 August 1975

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Bedding Manufacturing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 9, 10, 11, 12, 13, 14, 15, 16 and 17, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—PROVIDENT FUND SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal

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

National Association of Furniture and Allied Workers of
South Africa

en die

National Union of Furniture and Allied Workers of
South Africa

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

wat die partye is by die Nywerheidsraad vir die Beddegoednywerheid, Transvaal,

om die Ooreenkomms van genoemde Raad, te publiseer by Gowermentskennissgewing R. 2327 van 15 Desember 1972, te wysig.

1. In klousule 3 van Hoofstuk I, in die omskrywing van "gewone loon" skrap die woorde "vir die doeleindes van Aanhangel A".

2. In klousule 3 van Hoofstuk I, vervang die omskrywing van "Hoofdooreenkomms" deur die volgende:

"'Hoofdooreenkomms' enige geldende ooreenkomms vir die Beddegoednywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkomms, die jongste loonooreenkomms wat ingevolge die Wet vir die Nywerheid gepubliseer is;"

3. In klousule 4 van Hoofstuk II, vervang subklousule (1) (a) deur die volgende:

"(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer, op die eerste betaaldag na die datum waarop hierdie Ooreenkomms in werking tree en daarna op elke betaaldag van elke Fondswaek, van die loon van elke lid in sy diens die volgende bedrae aftrek:

(i) In die geval van werknemers wie se gewone loon R20 of meer per week is, 4 persent van die gewone loon plus R1,08 vir die tydperk eindigende 31 Desember 1975, en 5 persent van die gewone loon plus R1,08 vir die tydperk 1 Januarie 1976 tot die datum waarop die Ooreenkomms verstryk;

(ii) in die geval van werknemers vir wie se gewone loon minder as R20 per week is, 4 persent van die gewone loon plus 53c vir die tydperk eindigende 31 Desember 1975 en 5 persent van die gewone loon, plus 53 persent vir die tydperk 1 Januarie 1976 tot die datum waarop die Ooreenkomms verstryk.

By die bedrae aldus ooreenkomstig subparagrafe (i) en (ii) hiervan afgetrek moet die werkgewer 'n gelyke bedrag voeg."

4. In klousule 4 (2) (a) van Hoofstuk II, voeg die uitdrukking "behoudens paragraaf (b) hiervan," in tussen die woorde "moet" en "maandeliks".

5. In klousule 4 (2) van Hoofstuk II, hernoem paragrafe (b) en (c) tot onderskeidelik (c) en (d) en voeg die volgende paragraaf (b) in na paragraaf (a):

"(b) 'n Werkgewer wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is 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 subklousule (1) week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die opgawe in paragraaf (a) hiervan bedoel. 'n Werkgewer op wie die bepaling van hierdie paragraaf toegepas is, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bedrae op die maandelikse basis waarvoor in paragraaf (a) voorsiening gemaak is."

6. In die hernoemde klousule 4 (2) (c) van Hoofstuk II, voeg die uitdrukking "of (b)" in na die uitdrukking "paragraaf (a)".

7. In klousule 4 (2) van Hoofstuk II, voeg die volgende paragraaf (e) in na die hernoemde paragraaf (d):

"(e) Indien die bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, bereken teen 'n koers van 1 persent per maand of gedeelte van 'n maand vanaf sodanige 10de dag tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad daartoe geregtig is om na absolute goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld."

8. In Hoofstuk II, vervang klousule 5 (8) deur die volgende:

"(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) van hierdie klousule nie opgeteis word nie binne twee jaar vanaf die datum waarop dit verskuldig

National Association of furniture and Allied workers of South
Africa

and the

National Union of furniture and Allied workers of South
Africa

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

being parties to the Industrial Council for the Bedding Manufacturing Industry, Transvaal,

to amend the Agreement of the said Council published under Government Notice R. 2327 of 15 December 1972

1. In clause 3 of Chapter I, in the definition of "ordinary wage" delete the words "for the purposes of Appendix A".

2. In clause 3 of Chapter I, substitute the following for the definition of "Main Agreement":

"'Main Agreement' means any current agreement for the Bedding Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry, in terms of the Act;"

3. In clause 4 of Chapter II, substitute the following for subclause (1) (a):

"(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the ordinary wages of each and every member in his employ—

(i) in the case of employees whose ordinary wage is R20 per week or more, 4 per cent of the ordinary wage plus R1,08 for the period ending 31 December 1975, and 5 per cent of the ordinary wage plus R1,08 for the period 1 January 1976 until the expiry of the Agreement;

(ii) in the case of employees whose ordinary wage is less than R20 per week, 4 per cent of the ordinary wage plus 53c for the period ending 31 December 1975, and 5 per cent of the ordinary wage plus 53c for the period 1 January 1976 until the expiry of the Agreement.

To the amount so deducted in terms of subparagraphs (i) and (ii) hereof, the employer shall add a similar amount."

4. In clause 4 (2) (a) of Chapter II, insert the words "Subject to the provisions of paragraph (b) hereof," before the words "The employer shall forward monthly".

5. In clause 4 (2) of Chapter II, renumber paragraphs (b) and (c) to read "(c)" and "(d)" respectively, and insert the following paragraph (b) after paragraph (a):

"(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so submit the contributions referred to in subclause (i), 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 contributions are due. The payment submitted in respect of the last payday of each calendar month shall be accompanied by the return referred to in paragraph (a) hereof. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a)."

6. In the renumbered clause 4 (2) (c) of Chapter II, insert the expression "or (b)" after the expression "paragraph (a)".

7. In clause 4 (2) of Chapter II, insert the following paragraph (e) after the renumbered paragraph (d):

"(e) Should any amount due in terms of this clause not be received by the Council by the 10th 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 the rate of one per cent per month or part thereof from such 10th 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."

8. Substitute the following for clause 5 (8) in Chapter II:

"(8) (a) If any benefit due and payable, other than benefits due and payable to dependants in terms of subclause (4) of this clause, is not claimed within two years from the due date thereof, the Committee shall, after the expiry of the two years period, insert an advertisement, in both official languages,

geword het, moet die Komitee, na verstryking van die tweejaar-tydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika in omloop is waarin bekendgemaak word dat 'n opgawe op die kantoor van die Raad ter insae beskikbaar is, van lede of die afhanklikes van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsbydraes wat in die opgawe verskyn en waarin sodanige lid of sy afhanklikes versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, sodanige bedrae betaal wat nie die volle bystand oorskry wat aan die lid verskuldig is nie, soos hy goedvind: Met dien verstande dat sodanige betaling gedoen moet word aan afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I van hierdie Ooreenkoms.

(b) As geen eis binne die tydperk van drie maande van 'n lid of sy afhanklikes ontvang is nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld verstrek aan die vakverenigings wat moet poog om binne 'n verdere drie maande die lede op te spoor of hul afhanklikes te vind wanneer daar kennis gedra word van afhanklikes. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) van 'n lid of sy afhanklikes ontvang is nie word die bystand aan die Fonds verbeur as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, na sy uitsluitlike en absolute goedvinde die bevoegdheid het om bedrae te betaal aan die betrokke lid of begunstigdes uit die geld wat aan die Fonds teruggeval het."

9. In klousule 3 (1) (b) van Hoofstuk III, vervang die woord "subklousule" deur die woord "paragraaf".

10. In klousule 5 (a) van Hoofstuk III, na die woord "aangenome", vervang die woord "kinders" deur die woorde "en pleegkinders".

11. In klousule 7 (1) van Hoofstuk III, skrap die woorde "en voorgeskryf in die betrokke kolomme van Aanhangsel A daarvan."

12. In klousule 7 (1) (a) van Hoofstuk III, vervang die bedrag R15,40" deur die bedrag "R20".

13. In klousule 7 (1) (b) van Hoofstuk III, vervang die uitdrukking "R12,15 per week of meer maar minder as R15,40" deur die uitdrukking "minder as R20".

14. Vervang klousule 8 (4) (k) van Hoofstuk III deur die volgende:

"(k) Die koste van kunsgebitte ten opsigte van 'n lid en/of sy afhanklikes, behoudens 'n maksimum van R84 een maal elke vyf jaar."

15. In klousule 8 (4) (1) van Hoofstuk III, vervang die bedrag "R50" deur die bedrag "R100".

16. In klousule 9 (1) van Hoofstuk III, vervang die tabel onder die opskrif "Siektebesoldiging wat betaal moet word" deur die volgende:

"Getal gewone werkdag afwesig weens siekte"	Getal dae waarop siektebesoldiging betaal word	Siektebesoldiging gebaseer op weekloon tot R32,49	Siektebesoldiging gebaseer op weekloon tussen R32,50 en R47,49	Siektebesoldiging gebaseer op weekloon van R47,50 en meer
		R	R	R
1	—	3	4	5
2	1	6	8	10
3	2	9	12	15
4	3	12	16	20".
5	4			

17. In Hoofstuk IV, vervang klousule 5 deur die volgende:

"5. STERFTBYSTAND

(1) By die dood van 'n lid wat ten tyde van sy dood nog nie die ouderdom van 65 jaar bereik het nie en ten behoeve van wie die Vereniging bydraes ontvang het tot die datum van sy dood, of wat nog nie die ouderdom van 65 jaar bereik het nie en wat voor sy dood opgehou het om bydraes tot die Vereniging

in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the Offices of the Council by members or the dependants of such members who had left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the Schedule and calling upon such member or his dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claim is received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependants in the order of preference contained in the definition of "dependant" as defined in clause 3 of Chapter I of this Agreement.

(b) Should no claim have been received from a member or his dependants within the period of three months, the Fund shall supply the Trade Unions with copies of the Schedule of such unclaimed moneys. The Trade Unions shall within a further period of three months try to trace the members or dependants where known. Should no claim have been received from a member or his dependants within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a), the benefit shall be forfeited to the Fund as moneys which the Fund has become entitled to in terms of clause 1 (2) (e) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion, to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund."

9. In clause 3 (1) (b) of Chapter III, substitute the word "paragraph" for the word "subclause".

10. In clause 5 (a) of Chapter III, insert the words "and foster" after the word "adopted".

11. In clause 7 (1) of Chapter III, delete the words "and prescribed in the relevant columns of Appendix A thereto".

12. In clause 7 (1) (a) of Chapter III, substitute the amount of "R20" for the amount of "R15,40".

13. In clause 7 (1) (b) of Chapter III, substitute the expression "less than R20", for the expression "R12,15 per week or more but less than R15,40".

14. Substitute the following for clause 8 (4) (k) of Chapter III:

"(k) Cost of dentures in respect of a member and/or his dependants subject to a maximum of R84 once every five years."

15. In clause 8 (4) (1) of Chapter III substitute the amount of "R100" for the amount of "R50".

16. In clause 9 (1) of Chapter III, substitute the following for the table under the "Amount of Sick Pay to be Paid":

"Number of ordinary working days absent through illness"	Number of days on which sick pay is paid	Sick pay based on weekly wage up to R32,49	Sick pay based on weekly wage between R32,50 and R47,49	Sick pay based on weekly wage of R47,50 and more
		R	R	R
1	—	3	4	5
2	1	6	8	10
3	2	9	12	15
4	3	12	16	20".
5	4			

17. In Chapter IV, substitute the following for clause 5:

"5. MORTALITY BENEFITS

(1) Upon the death of a member who had not attained the age of 65 years at the time of his death and on behalf of whom the Association received contributions up to the day of his death, or who has not attained the age of 65 years and who ceased to contribute to the Association prior to his death,

te maak om die redes in klousule 3 (3) (b) en (d) uiteengesit, is die sterftetyd wat, behoudens klousule 6, aan 'n afhanklike betaalbaar is—

(a) in die geval van 'n gestorwe lid wat hoogstens 12 maande lank lid was: R150;

(b) in die geval van 'n gestorwe lid wat langer as 12 maande maar hoogstens vyf jaar lank lid was: R250;

(c) in die geval van 'n gestorwe lid wat langer as vyf jaar maar hoogstens 10 jaar lank lid was: R500;

(d) in die geval van 'n gestorwe lid wat langer as 10 jaar maar hoogstens 20 jaar lank lid was: R750;

(e) in die geval van 'n gestorwe lid wat langer as 20 jaar lank lid was: R1 000.

(2) As 'n gestorwe lid geen afhanklike sou hê nie, kan die Komitee na goeëddunke 'n aansoek om 'n *ex gratia*-betaling ten opsigte van begrafniskoste van die gestorwe lid oorweeg. Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R120 mag bedra. Die Komitee se beslissing ten opsigte van so 'n aansoek is finaal.

(3) As 'n gestorwe lid geen afhanklikes het nie, moet die Bestuurskomitee die bedrag wat die gestorwe lid sou ontvang het indien hy afhanklikes gehad het, min enige *ex gratia*-betalings wat ingevolge subklousule (2) gemaak is, oordra na 'n reserwe wat ingestel word vir die betaling van bystand aan die afhanklikes van nie-bydraende lede wat ten tyde van hul dood nie tot die Vereniging bygedra het nie om redes in klousule 3 (3) (a) en (c) uiteengesit.

(4) Afhangende van sodanige surplus as wat toegeval het aan die reserwe vir nie-bydraende lede wat ingevolge subklousule (3) ingestel is, moet die Komitee by die dood van 'n nie-bydraende lid in daardie subklousule vermeld, besluit, met betrekking tot sodanige gestorwe lid se tydperk van lidmaatskap waartydens hy bygedra het, oor die bedrag van die sterftetyd wat volgens die absolute en finale goeëddunke van die Komitee aan die afhanklike(s) van sodanige lid betaal moet word, welke bedrag hoogstens R1 000 mag wees.

(5) Indien die bedrag in die krediet van die reserwe vir nie-bydraende lede te eniger tyd tot onder R1 000 daal, moet betaling ingevolge subklousule (4) gestaak word. Betaling van enige bystand ingevolge subklousule (4) mag nie hervat word nie voordat die bedrag in die krediet van die reserwe vir nie-bydraende lede meer as R2 000 beloop.

(6) Ondanks subklousule (5), indien die bedrag in die reserwe vir nie-bydraende lede meer as R1 000 is maar die totale bedrag in die krediet van die Vereniging tot onder R2 500 daal, mag geen betalings gedoen word voordat daar aan die vereistes van klousule 6 (3) voldoen is nie.

(7) Die Bestuurskomitee kan volgens absolute goeëddunke geld, benewens die geld in subklousule (3) bedoel, uit die Vereniging se opgelope fondse oordra na die reserwe vir nie-bydraende lede indien hierdie reserwe nie sy verpligtings kan nakom nie. Met dien verstande dat die Vereniging se opgelope fondse as gevolg van sodanige oordrag nie tot 'n bedrag van minder as R17 500 verminder word nie."

18. Skrap Aanhangsel A.

Hierdie Wysigingsooreenkoms is namens die partye op hede die 21ste dag van Mei 1975 te Johannesburg onderteken.

I. LASAROW, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

for the reasons specified in clause 3 (3) (b) and (d), the mortality benefits payable to the dependant shall, subject to clause 6, be—

(a) in the case of a deceased member who had been a member for up to 12 months: R150;

(b) in the case of a deceased member who had been a member for more than 12 months but not more than five years: R250;

(c) in the case of a deceased member who had been a member for more than five years but not more than 10 years: R500;

(d) in the case of a deceased member who had been a member for more than 10 years but not more than 20 years: R750;

(e) in the case of a deceased member who had been a member for longer than 20 years: R1 000.

(2) Should a deceased member have no dependant, the Committee may, in its discretion consider an application for an *ex gratia* payment in respect of burial costs of such deceased member: Provided that, should the Committee decide to make such payment, it shall not exceed the amount of R120. The Committee's decision in regard to such application shall be final.

(3) Where a deceased member has no dependants, the Management Committee shall transfer such amount the deceased member would have received, had he had dependants, less any *ex gratia* payments made in terms of subclause (2) to a reserve created for the payment of benefits to the dependants of non-contributing members who at the time of their death were not contributing to the Association for reasons specified in clause 3 (3) (a) and (c).

(4) Depending upon such surplus accrued to the non-contributory members' reserve created in terms of subclause (3), the Committee shall, upon the death of a non-contributory member referred to in that subclause, decide in relation to such deceased member's period of contributory membership, upon the mortality benefits to be paid at the entire and final discretion of the Committee to the dependant(s) of such member, which amount shall not exceed R1 000.

(5) If at any time the amount to the credit of the non-contributory members' reserve falls below R1 000, payment in terms of subclause (4) shall cease. Payment of any benefits in terms of subclause (4) shall not be resumed until the amount to the credit of the non-contributory reserve exceeds R2 000.

(6) Notwithstanding subclause (5), should the amount in the non-contributory members' reserve exceed R1 000 but the total amount to the credit of the Association fall below R2 500, no payments shall be made until the requirements of clause 6 (3) have been complied with.

(7) The Management Committee may at its entire discretion transfer moneys, in addition to the moneys mentioned in subclause (3), from the Association's accumulated funds to the non-contributory members' reserve should this reserve not be able to meet its commitments: Provided that the Association's accumulated moneys shall by such transfer not be reduced to an amount of less than R17 500."

18. Delete Appendix A.

This Amending Agreement signed on behalf of the parties at Johannesburg this 21st day of May 1975.

I. LASAROW, Chairman of the Council.

J. F. KLOPPER, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

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