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**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. 905

6 June 1969

INDUSTRIAL CONCILIATION ACT, 1956  
BEDDING MANUFACTURING INDUSTRY,  
TRANSVAAL

**MAIN AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, 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 from the second Monday after the date of publication of this notice and for the period ending 19 September 1971, 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 (a), 2, 9 (4) (f), 22, 24, 25 and 31 of Part I, shall be binding from the second Monday after the date of publication of this notice and for the period ending 19 September 1971, 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 from the second Monday after the date of publication of this notice and for the period ending 19 September 1971, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (f), 22, 24, 25 and 31 of Part 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.



**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 905

6 Junie 1969

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, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beddegoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 September 1971 eindig, bindend is vir die werkgewersorganisasie 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 (a), 2, 9 (4) (f), 22, 24, 25 en 31 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 September 1971 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 (a), 2, 9 (4) (f), 22, 24, 25 en 31 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 September 1971 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enige 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.

**SCHEDULE****INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY (TRANSVAAL)****AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, 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).

**PART I**

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

**1. SCOPE OF APPLICATION OF AGREEMENT**

(a) 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.

(b) Notwithstanding the provisions of subclause (a) 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 a date to be fixed by the Minister of Labour in terms of subsection (1) of section 48 of the Act, and shall continue in force until the 19th September 1971 or for such period as may be determined by him.

**3. DEFINITIONS**

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and 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 Parts I and II, inclusive, in this Agreement:—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"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:—

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

(ii) studio couches;

(iii) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (i) and (ii) 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 purpose 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;

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

**BYLAE****NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID (TRANSVAAL)****OOREENKOMS**

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die Bedding Manufacturers' Association of the Transvaal (hieronder "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

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

**DEEL I**

Bepalings van toepassing op die Nywerheid dwarsdeur die gebied tensy die teenoorgestelde gemeld word.

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(a) Die bepalings van hierdie Ooreenkoms word in die provinsie Transvaal nagekom deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Beddegoednywerheid is, en deur alle werkneemers wat lede van die vakverenigings is, wat in daardie Nywerheid werkzaam is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing ten opsigte van werkneemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

**2. GELDIGHEIDSTERMYN VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op 'n datum wat ingevolge subartikel (1) van artikel 48 van die Wet deur die Minister van Arbeid vasgestel word en bly van krag tot 19 September 1971 of vir dié tydperk wat hy bepaal.

**3. WOORDOMSKRYWINGS**

(1) Alle uitdrukings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar melding van 'n wet gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel, en omgekeerd.

Tensy onbestaanbaar met die sinsverband, is onderstaande woordomskrywings van toepassing op Deel I en Deel II van hierdie Ooreenkoms:—

"Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig;

"Beddegoednywerheid" beteken die nywerheid waarin werkgewers en werkneemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat een of meer van die volgende werkzaamhede insluit:—

(i) matrasse, veermatrasse, bomatrassen, peule, kussings vir ateljeerusbanke en veereenhede;

(ii) ateljeerusbanke;

(iii) alle werkzaamhede en prosesse wat in verband staan met die vervaardiging van die artikels genoem in paragrafe (i) en (ii), indien uitgevoer deur 'n werkneemter wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonder die werkzaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels.

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

"los werkneemter" beteken 'n werkneemter wat vir hoogstens drie dae in 'n bepaalde week deur dieselfde werkgewer in diens geneem word vir die op- en/of aflaai en/of wegpak van grondstowwe van enige soort;

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

"despatch clerk" means an employee who is responsible for the despatching of goods who may perform any other work connected therewith;

"foreman" means an employee who is in charge of the employees in an establishment, or department thereof, who exercises control over such employees and is responsible for the efficient performance by them of their duties and who may be charged with the responsibility for engaging or terminating the employment of such employees;

"establishment" means any premises where the Bedding 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 Part II 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;

"Fund" means the Transvaal Bedding Workers Holiday Fund referred to in clause 13 (iv) (a) of Part I of this Agreement;

"grade 1 general worker" means an employee who is engaged in one or more of the following operations:—

Affixing helical springs and/or chain and/or hoop iron for the sole purposes of serving as a support for a loose cushion.

Affixing rubber strips for the sole purpose of serving as a support for a loose cushion.

Affixing of helical springs and/or chain and/or zig-zag or nosag 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 on arms of frames.

Securing sisal and/or coir pads to spring cushion units.

Cutting of platforms used for covering helical springs.

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.

Bolting and/or assembling and/or meshing of bedspring frames and/or enlarging and/or truing up predrilled holes.

Preparing spools for any type of needling machine.

Cutting quilted borders to length.

Punching holes in mattress borders.

Fitting handles and/or ventilators to mattress borders.

Setting up and/or operating an interlacing machine and/or performing work therewith.

Cutting pads.

Staining and/or varnishing of bed spring frames by hand.

Affixing lugs.

Hanging loops on needles in compression tufting.

Loading and/or wheeling and/or operating a cloth spreading machine or performing work therewith.

Operating a teasing and/or bale opening and/or bale breaking machine and/or performing work therewith.

Setting up and/or operating a loop making machine and/or performing work therewith.

Attaching loops to buttons and/or tufts.

Attaching spring units to bed frames, excluding the building of a foundation for a box spring.

Affixing of sisal and/or coir pads by hand to interior spring units.

"grade II general worker" means an employee who is engaged in one or more of the following operations:—

Filling of cushion covers and/or bolsters with filling material other than spring interiors.

Unwinding filling materials in rope form.

Making buttons and/or tufts.

Assisting upholsterer in holding cover.

Making banding and/or beading.

Sorting of ready-cut materials after bulk cutting.

Regulating and/or preparing completed cushions for delivery.

Cutting foam rubber to size.

Cutting rubber strips.

Joining together foam rubber.

Affixing material to foam rubber.

Weighing.

Stripping of bedding.

Cutting chain and/or wire and/or hoop iron and/or square and/or diamond mesh links.

Preparing rollers for quilting machines.

Inserting of foam rubber and/or plastic blocks into mattress cases.

The wrapping and packing of articles in cardboard, paper, plastic or similar materials.

Cleaning premises, vehicles, machinery, implements, tools, utensils and other articles.

Loading or unloading vehicles and assisting on delivery vehicles.

Carrying, moving, stacking or unpacking articles.

"versendingsklerk" beteken 'n werknemer wat verantwoordelik is vir die versending van goedere en wat enige ander werk wat daarmee in verband staan, kan verrig;

"voorman" beteken 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, of 'n afdeling daarvan, wat beheer oor sodanige werknemers uitoeft en wat verantwoordelik is vir die doeltreffende uitvoering, deur hulle, van hul pligte en wat belas kan word met die verantwoordelikheid om sodanige werknemers in diens te neem of hul dienste te beëindig;

"bedryfsinrigting" beteken '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 gespesifieer in Deel II van hierdie Ooreenkoms, te verrig;

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

"Fonds" beteken die Verloffonds van die Transvaalse Beddegoedwerskers genoem in klosule 13 (iv) (a) van Deel I van hierdie Ooreenkoms;

"algemene graad I-werker" beteken 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

Heliere vere en/of ketting en/of hoepelyster wat uitsluitend as ondersteuning vir 'n los stoelkussing dien, aanheg.

Rubberstroke wat uitsluitlik as ondersteuning vir 'n los stoelkussing dien, aanheg.

Heliere vere en/of ketting en/of sig-sag- of nie-sak-veerwerk aanheg, en/of hoepelyster aan los matte en/of rugleunings van eetkamerstoel heg, maar uitgesonderd 'n veerand aan rugleunings en/of matte en/of arms van rame bou.

Sisal- en of klapperhaarkussinkies aan veerkussingeenhede heg.

Platforms sny wat gebruik word om heliere vere mee te bedek, Bedveerrame vasbuit en/of monteer en/of inkram en/of voorafgeboorde gate ruim en/of suiver maak.

Spooie vir alle tipes naaldmasjiene gereed maak.

Deurgestikte rande volgens lengte sny.

Gaatjies in matrasrande pons.

Handvatsels en/of ventileerders aan matrasrande sit.

Deurvlegmasjien opstel en/of bedien en/of werk daarmee verrig.

Kussinkies sny.

Bedveerrame met die hand beits of vernis.

Hingsels aansit.

Oë aan naalde in drukdeurstikmasjiene hang.

'n Doekspreimasjiene laai en/of stoot en/of bedien of werkdaarmee verrig.

'n Pluis- en/of baaloopmaak- en/of baalbreekmasjiene bedien en/of werk daarmee verrig.

'n Oogmaakmasjiene opstel en/of bedien en/of werk daarmee verrig.

Oë aan knope en/of klossies heg.

Veereenhede aan bedrame heg, uitgesonderd 'n fondament vir 'n raamveer bou.

Sisal- en/of klapperhaarkussinkies met die hand aan binneveeenhede heg;

"algemene graad II-werknemer" beteken 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

Stoelkussingoortreksels en/of peule stop met vulsel, uitgesonderd met binnevere.

Vulsel in touvorm losdraai.

Knope en/of klossies maak.

Stoffeerder help deur oortreksel vas te hou.

Bandversiering en/of kraallyste maak.

Voorafgesnyde materiaal sorteer nadat dit in massa gesny is. Klaargemaakte stoelkussings vir aflewering nagaan en/of gereed maak.

Skuimrubber volgens grootte sny.

Rubberstroke sny.

Skuimrubber aanmekaar heg.

Materiaal aan skuimrubber heg.

Weeg.

Beddegoed uitmekaar haal.

Ketting en/of draad en/of hoepelyster en/of vierkantige en/of ruitvormige maasskakels sny.

Rollers vir deurstikmasjiene gereed maak.

Skuimrubber en/of plastiekblomme in matrasslope insit.

Artikels in karton, papier, plastiek of soortgelyke materiaal toe-draai en verpak.

Persele, voertuie, masjinerie, implemente, gereedskap, gerei en ander artikels skoonmaak.

Voertuie op- of aflaai en met afleweringsovertuie help.

Artikels dra, verskuif, opstapel en uitpak.

**Delivering or conveying messages, letters or other articles on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle.**

Making and/or serving beverages.

"hourly rate" means the hourly rate defined in clause 37; "learner" means an employee, other than a learner packer, or grade II general worker who, at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate;

"learner packer" means a packer who has had less than two years' experience of packing bedding in the Bedding Industry and who works under the supervision of a packer;

"mattress maker" means an employee engaged in one or more of the following operations:

Filling mattresses, side stitching, tufting, quilting, preparing frames for quilting machine, securing pads and/or borders to spring units, Laying filling material on spring units, tape edging and/or roll edging, and/or operating a border machine;

"mattress maker assistant" means an employee who is engaged in assisting a mattress maker in one or more of the following operations:

Operating a filling machine.

Preparing frames for the quilting machines.

Securing pads to spring units.

Securing mattress borders to spring units.

Securing mattress panels to spring units.

Laying out filling material on spring units.

"mattress seamster and/or seamstress" means an employee engaged in one or more of the following operations:

Sewing of mattress cases, cutting mattress cases and/or parts of mattress cases, and/or covers for mattress cases.

"motor vehicle driver" means an employee 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 vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"packer" means an employee other than a grade II general worker, who is engaged in the packing, baling and crating of goods for transport or delivery;

"piece work" means any system according to which payment is based solely on quantity or output of work done, except as provided for in clause 5 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 due 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 employed in a store or warehouse and who is responsible for—

(i) receiving, storing, packing or unpacking goods in a store or warehouse; and/or

(ii) the keeping of a record of incoming and outgoing stock; and/or

(iii) the performance of such other clerical work that appertains to the functioning of a store or warehouse;

"studio couch maker" means an employee other than a learner in studio couch upholstery, engaged in any one or more operations in the manufacture of a studio couch but shall not include such operations as are referred to in the definitions of mattress maker, mattress makers assistant, mattress seamster, grade I general worker and grade II general worker;

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

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

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as prescribed in Part II 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;

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

"Boodskappe, brieue of ander artikels te voet of per fiets, driewiel of ander hand- of voetvoertuig aflewer of vervoer."

Dranke maak en/of bedien;

"uurloon" beteken die uurloon soos omskryf in klosule 37;

"leerling" beteken 'n werknemer, uitgesonderd 'n leerling-verpakker of algemene graad II-werker, wat ten tye van sy indiensneming 'n minderjarige is of was en wat in diens geneem is om enige klas werk te leer soos in sy leerlingsertifikaat gespesifieer;

"leerling-verpakker" beteken 'n verpakker wat minder as twee jaar ondervinding het van die verpakking van beddegoed in die Beddegoednywerheid en wat onder die toesig van 'n verpakker werk;

"matrasmaker" beteken 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

Die vul van matrasse, systikwerk, die deurnaai van matrasse, deurstikwerk, die opstel van rame vir deurstikmasjiene, die aanhegting van kussinkies en/of rande aan veereenhede, bandsoomwerk en/of rolsoomwerk, en/of 'n randmasjiene bedien;

"matrasmakerassistent" beteken 'n werknemer wat 'n matrasmaker met een of meer van die volgende werksaamhede bystaan:—

'n Vulmasjiene bedien.

Die opstel van rame vir die deurstikmasjiene.

Die aanhegting van kussinkies aan veereenhede.

Matrasrande aan veereenhede heg.

Matraspanele aan veereenhede heg.

Vulsel op veereenhede stapel;

"matrassnaaier en/of -naaister" beteken 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

Die naai van matrasslope, die uitsny van matrasbinneslope en/of dele van matrasbinneslope en/of oortreksels vir matrasbinneslope.

"motorvoertuigbestuurder" beteken 'n werknemer wat betrokke is by die bestuur van 'n motorvoertuig, en vir die toepassing van hierdie omskrywing omvat "bestuur van 'n motorvoertuig" alle tydperke wat aan die bestuur van 'n motorvoertuig bestee word en alle tyd wat die bestuurder bestee het aan werk wat in verband staan met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur;

"verpakker" beteken 'n persoon, uitgesonderd 'n algemene graad II-werker, wat betrokke is by die verpakking, baal en krat van goedere vir vervoer of aflewing;

"stukwerk" beteken, behoudens die bepalings van klosule 5 van hierdie Ooreenkoms, enige stelsel waarvolgens betaling uitsluitlik gegrond word op die hoeveelheid werk wat verrig of geproduseer is;

"besoldiging" beteken enige geldbetaling wat gedoen is of veruskuldig is aan 'n persoon en wat op enigerlei wyse die gevolg is van sy diens;

"korttyd" beteken 'n verminderde getal gewone werkure in 'n bedryfsinstigting as gevolg van 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie weens 'n ongeluk of 'n ander onvoorsienie noodtoestand;

"pakhuisman" beteken 'n werknemer wat werksaam is in 'n opbergplek of pakhuis en wat verantwoordelik is vir—

(i) die ontvangs, opberging, verpakking of uitpak van goedere in 'n opbergplek of pakhuis; en/of

(ii) die hou van 'n register van inkomende en uitgaande voorrade; en/of

(iii) die verryrigting van sodanige ander klerklike werk wat in verband staan met die funksionering van 'n opbergingsplek of pakhuis;

"ateljeerusbankmaker" beteken 'n werknemer, uitgesonderd 'n leerling in die stoffering van ateljeerusbanke, wat betrokke is by een of meer werksaamhede in die vervaardiging van 'n ateljeerusbank, maar dit omvat nie die werksaamhede gemeld in die omskrywing van "matrasmaker", "matrasmakerassistent", "matrassnaaister", "algemene graad I-werker" en "algemene graad II-werker" nie;

"tydopnemer" beteken 'n werknemer wat verantwoordelik is vir 'n tydopneemtoestel en/of tydopneemstelsel en/of wat die registers hou wat met hierdie soort werk in verband staan;

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

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

"motorvoertuig" beteken 'n voertuig wat gebruik word vir die vervoer van goedere en wat op 'n ander manier as deur middel van mense- of dierekrag aangedryf word,

(2) For purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

#### 4. PIECEWORK

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

#### 5. INCENTIVE SCHEME

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement 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 (2) and (3) hereunder.

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

(3) The terms of any such incentive scheme and any subsequent alteration thereto 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.

(4) 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 Industry elsewhere than in his establishment except when 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 Industry shall solicit or take orders for, or undertake any work in connection with the Bedding 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 Industry in any premises other than premises registered under the Factories, Machinery and Building Work Act, 1941, as amended, or workrooms registered with the Council and used solely for work in the Bedding Industry, except such outwork as is provided for in subclauses (1) and (4) of this clause.

(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) hereof] 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 hours; or

(2) By die toepassing van hierdie Ooreenkoms word 'n werkneemster geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is.

#### 4. STUKWERK

Behoudens die bepalings van klosule 5 van hierdie Ooreenkoms, mag geen werkewer van enigeen vereis of hom toelaat om stukwerk te doen nie.

#### 5. AANSPORINGSKEMA

(1) Behoudens die voorwaarde dat geen werkneemster minder betaal mag word nie as die bedrag waarop hy ingevolge hierdie Ooreenkoms, uitgesonderd dié van hierdie klosule, geregtig sou wees, mag 'n werkewer 'n werkneemster se loon baseer op die hoeveelheid werk wat verrig of geproduseer is; met dien verstande dat sodanige loonstelsel toelaatbaar is in slegs die vorm van 'n aansporingskema ten opsigte waarvan daar oor die bepalings ooreengekom is soos gemeld in subklosules (2) en (3) hieronder.

(2) 'n Werkewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werkneemsters in die lewe roep wat, na oorlegpleging met die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, ooreen kan kom oor die bepalings van so 'n skema.

(3) Die bepalings van so 'n aansporingskema en alle latere wysigings daarvan waaronder die komitee mag ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee en dit mag nie deur die komitee verander of deur enigeen van die partye beëindig word nie tensy die partye wat die skema wil verander of beëindig, skriftelik aan die ander party kennis gegee het vir 'n tydperk waaroer die partye ooreen mag kom wanneer hulle so 'n skema aangaan.

(4) 'n Werkneemster wat vir enige tydperk volgens 'n aansporingsbonusskema in diens geneem is, moet die volle bedrag betaal word wat hy verdien het ooreenkomsdig die aansporingsbonuskale waaroer daar ooreengekom is soos in hierdie klosule bepaal.

#### 6. BUITEWERK

(1) Geen werkewer mag van enigeen van sy werkneemsters vereis of hom toelaat om werk in verband met die Beddegoednywerheid elders as in sy bedryfsinstigting te onderneem nie behalwe wanneer sodanige werk verrig word ter voltooiing van 'n bestelling wat by sodanige werkewer geplaas is en uitgevoer word in persele wat die eiendom is van of geokupeer word deur die persoon vir wie die werk onderneem word.

(2) Geen werkneemster wat in die Beddegoednywerheid werkzaam is, mag terwyl hy in diens van 'n werkewer in sodanige Nywerheid is, werk in verband met die Beddegoednywerheid vir sy eie rekening, vir verkoop of namens 'n ander persoon of firma, vra, onderneem of bestellings daarvoor neem nie hetsy teen vergoeding of besoldiging al dan nie.

(3) Met uitsondering van dié buitewerk waarvoor daar in subklosules (1) en (4) van hierdie klosule voorsiening gemaak word, mag geen werkewer en/of werkneemster werk in verband met die Beddegoednywerheid in 'n ander perseel as die perseel geregtig in gevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, of die werkamers geregistreer by die Raad en uitsluitlik gebruik vir werk in die Beddegoednywerheid, onderneem nie.

(4) Geen werkewer 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 bedryfsinstigtings wat erken word as bedryfsinstigtings 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 die bepalings van subklosule (3) hiervan], maar waar 'n bedryfsinstigting 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 werkewers daarop geregtig om sodanige werk uit te bestee.

#### 7. WERKURE

(1) Behalwe waar anders bepaal in hierdie Ooreenkoms, mag geen werkewer van 'n werkneemster vereis of hom toelaat—

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

(b) om meer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie; met dien verstande dat in 'n fabriek waarin—

(i) die gewone werkure op een dag in elke week hoogstens vyf uur is, 'n werkneemster toegelaat of daar van hom vereis kan word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werkneemsters gewoonlik hoogstens vyf dae per week werk, daar op enige werkdag van 'n werkneemster vereis mag word of hy toegelaat mag word om vir 'n addisionele tydperk van hoogstens 1½ uur te werk; of

(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 purpose 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 six o'clock p.m. and six o'clock a.m.; or
- (ii) after one o'clock p.m. on more than five days in any week;

(e) who is a casual employee to work for more than eight and a half hours on any day.

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

(a) ten hours; or

(b) with the prior permission of the Council a number of hours (which may exceed ten) 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 in cases of urgency, the Secretary of the Council may issue this permission subject to confirmation of the Council, and provided further that no employer shall require or permit a female employee to work overtime—

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

(bb) on more than three consecutive days;

(cc) on more than sixty days in any year;

(dd) 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 not less than 15 cents 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 of his work if he is not free to leave the premises of his employer for the whole of such interval; or

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

(4) 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 part of the Agreement specifying the starting and finishing time of work for each day of the week, the meal hour, and the forenoon and afternoon teabreaks.

(5) The provisions of subclause (1) of this clause shall not apply to a motor vehicle driver, and notwithstanding anything to the contrary herein contained the ordinary hours of work of a motor vehicle driver shall not exceed—

(a) fifty in any week from Monday to Saturday inclusive;

(b) nine on five days in any week and seven on the other day; provided that the weekly total does not exceed fifty.

An employer shall not require or permit a motor vehicle driver to work for a continuous period of more than five hours, without an uninterrupted interval of at least one hour; provided that for the purpose of this paragraph a period of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(6) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment; provided that—

(a) he makes no deduction from his watchman's wage in respect thereof;

(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 vir die toepassing van hierdie paragraaf 'n werktydperk wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees; of

(d) om, as dit 'n vrou is—

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) ná 1 nm. op hoogstens vyf dae per week te werk nie;

(e) om, as dit 'n los werknemer is, meer as 8½ uur op 'n dag te werk.

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

(a) 10 uur; of

(b) indien 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 werkewer, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waaroor en die voorwaardes waarop dit geldig is, vermeld word; met dien verstande dat in dringende gevalle die Sekretaris van die Raad hierdie toestemming mag verleen behoudens bekratiging deur die Raad, en voorts met dien verstande dat geen werkewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk—

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

(bb) op meer as drie agtereenvolgende dae nie;

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

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

(i) voor 12-uur die middag kennis daarvan aan sodanige werknemer gegee het; of

(ii) sodanige werknemer voorsien het van 'n toereikende etc voordat sy met haar oortydwerk moet begin; of

(iii) aan sodanige werknemer 'n toelaet van minstens 15 sent so vroegtydig betaal dat sy 'n ete kan verkry voordat sy met die oortydwerk moet begin.

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

(a) gedurende die hele pouse in sy werk as hy nie vry is om die perseel van sy werkewer vir die hele tydperk van sodanige pouse te verlaat nie; of

(b) gedurende 'n ander tydperk waarin hy op die perseel van sy werkewer is; met dien verstande dat, as daar bewys word dat so 'n werknemer nie aan die werk was nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk bedoel in paragraaf (a), die veronderstelling waarop daar in hierdie paragraaf voorsiening gemaak word, nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werknemer van toepassing is nie.

(4) Elke werkewer moet in sy bedryfsinrigting en op 'n plek wat maklik toeganklik vir sy werknemers is, 'n kennisgewing in die vorm voorgeskryf in Aanhangsel B van hierdie deel van die Ooreenkoms vertoon waarin die begin- en sluitingstyd vir die werk vir elke dag van die week, die etensuur en die teepouses in die voor- en namiddag vermeld word.

(5) Die bepalings van subklousule (1) van hierdie klousule is nie op 'n motorvoertuigbestuurder van toepassing nie, en ondanks andersluidende bepalings hierin vervat, mag die gewone werkure van 'n motorvoertuigbestuurder hoogstens wees—

(a) vyftig uur in 'n bepaalde week van Maandag tot en met Saterdag;

(b) nege uur op vyf dae in 'n bepaalde week en sewe uur op die ander dag; met dien verstande dat die weeklikse totaal hoogstens 50 uur mag wees.

'n Werkewer mag nie van 'n motorvoertuigbestuurder vereis of hom toelaat om vir 'n aaneenlopende tydperk van langer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur nie; met dien verstande dat by die toepassing van hierdie paragraaf 'n werktydperk wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(6) Die bepalings van hierdie klousule is nie van toepassing op 'n wag wie se werkewer hom 'n vry dag van 24 agtereenvolgende uur ten opsigte van elke week diens toestaan nie; met dien verstande dat—

(a) hy geen bedrag ten opsigte daarvan van sy wag se loon afstrek nie;

(b) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted; provided that for the purposes of this paragraph the daily wage shall be the weekly wage divided by six.

#### 8. SHORT TIME

(1) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant or machinery caused by accident or other unforeseen emergency, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer 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 reasons of slackness of trade, shortage of raw materials or general breakdown of plant or machinery 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 not less than four hours' wages, unless he was notified by this employer previously that his services would not be required on the day in question.

#### 9. PAYMENT OF REMUNERATION

(1) Remuneration shall be paid in cash weekly during 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.

(2) Any remuneration due to an employee in terms of this Agreement shall be handed to him in a sealed envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name, or number and occupation, the number of ordinary hours, overtime hours, or additional overtime hours worked, hours worked on a Sunday, the remuneration due and the period in respect of which the payment is made, details of any deductions made, and such envelope or container on which these particulars are reflected, or such statement shall become the property of the employee.

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

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

(a) Except where otherwise provided in this agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wages which such employee was receiving in respect of his ordinary hours of work at the time thereof.

(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 clauses 17 and 41 of this Agreement.

(d) With the written consent of the employee deductions for insurance or pension funds.

(e) Subject to the provisions of clause 8, a deduction proportionate to the amount of short time worked.

(f) Deductions of contributions to the funds of the trade unions in terms of clause 31.

#### 10. OVERTIME

(1) All time worked in excess of the weekly or daily hours laid down in clause 7(1) and (5) of this Part of the Agreement or outside the ordinary working hours as specified in the notice which is required to be displayed in terms of clause 7(4) of this

(b) 'n werkgever in plaas daarvan om sy wag sodanige vry dag te gee, sodanige wag die loon betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens dubbeld sy dagloon ten opsigte van sodanige dag wat nie toegestaan word nie; met dien verstande dat vir die toepassing van hierdie paragraaf die dagloon die weekloon is, deur ses gedeel.

#### 8. KORTTYD

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

(2) Wanneer daar korttyd gewerk word, moet die beskikbare werk verdeel word onder die werknemers wat in enige "seksie" geraak word, en as dit nodig gevind word om werknemers af te dank, moet die werknemers wat die laagste lone verdien, die eerste afgedank word; met dien verstande dat geen werknemer weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie afgedank mag word nie totdat die korttydwerkure daal tot minder as 35 per week oor 'n aaneenlopende tydperk van vier weke.

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

#### 9. BETALING VAN BESOLDIGING

(1) Besoldiging moet weekliks in kontant betaal word gedurende werkure op die betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Die betaaldag van elke bedryfsinrigting is Vrydag in elke week, behalwe wanneer Vrydag 'n dag is waarop daar nie gewerk word nie en in so 'n geval is die betaaldag die laaste werdag voor so 'n Vrydag.

(2) Enige besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet aan hom oorhandig word in 'n verselle koevert of houer waarop, of wat vergesel gaan van 'n staat waarop die werkgever se naam, die werknemer se naam of nommer en beroep, die getal gewone ure, oortydure of addisionele oortydure gewerk, ure op 'n Sondag gewerk, die besoldiging wat verskuldig is, die tydperk ten opsigte waarvan die betaling gedoen word en besonderhede van alle aftrekings aangetoon word, en sodanige koevert of houer waarop hierdie besonderhede voorkom of sodanige staat word die eiendom van die werknemer.

(3) Die werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

(4) Geen aftrekking van die besoldiging van 'n werknemer vir die beskadiging van materiaal of 'n aftrekking van enige aard, met uitsondering van dié hieronder genoem, mag gemaak word nie:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk awesig is om ander rede as op las of op versoek van sy werkgever, 'n aftrekking eweredig aan die tydperk van sy awesigheid en bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure op daardie tydstip ontvang het.

(b) Die aftrekking van enige bedrag wat 'n werkgever ingevolge of kragtens 'n wetteregtelike bepaling of bevel van 'n bevoegde hof moet maak of toegelaat word om te maak.

(c) Aftrekings gemeld in klousules 17 en 41 van hierdie Ooreenkoms.

(d) Met die skriftelike toestemming van die werknemer, aftrekings vir versekerings- of pensioenfondse.

(e) Behoudens die bepalings van klousule 8, 'n aftrekking eweredig aan die hoeveelheid korttyd gewerk.

(f) Aftrekings van bydraes tot die fondse van die vakvereniging ingevolge klousule 31.

#### 10. OORTYD

(1) Vir alle tyd wat daar meer gewerk word as die weeklikse of die daaglikske ure soos in klousules 7(1) en (5) van hierdie Deel van die Ooreenkoms voorgeskryf of wat gewerk word buite die gewone werkure soos bepaal in die kennisgewing wat ingevolge klousule 7(4) van hierdie Deel van die Ooreenkoms vertoon

Part of the Agreement shall be regarded as overtime and shall, subject to the provisions of subclause (2) be paid as follows for each hour or part of an hour so worked:—

(a) For any time worked after the ordinary finishing time and up to 10 p.m. on any day from Mondays to Fridays or up to 6 p.m. on Saturdays, at the rate of one and a third (1½) times the hourly rate of the employee concerned.

(b) For any time worked between 10 p.m. and the ordinary starting time from Mondays to Fridays, or after 6 p.m. on Saturdays, but excluding any time worked on Sundays at one and a half (1½) times the hourly rate of the employee concerned. For any time worked on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Republic Day 1971 and New Year's Day, in addition to the day's pay due in respect of each of these days at one and a half (1½) times the hourly rate of the employee concerned.

(c) For any time worked on a Sunday not exceeding four (4) hours, at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week-day.

(d) For any time worked on a Sunday exceeding four (4) hours, remuneration at a rate not less than double his ordinary hourly rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

(e) For all hours worked in excess of the daily hours laid down in clause 7 (1) and (5) of this Part of the Agreement in respect of which no overtime is payable under paragraphs (a) to (d) and (f) of this clause at one and a third (1½) times the hourly rate.

(f) For any time worked, by agreement between an employer and his employees, in lieu of normal working time which will be lost due to the closure of a factory only on any of the following days mentioned in subparagraphs (i), (ii) and (iii) of this paragraph at the ordinary rates of the employees concerned; provided that the time shall be worked in during the two weeks prior to such closure on the respective days:—

- (i) The Friday after Ascension Day;
- (ii) the first two days of the Jewish New Year;
- (iii) the Jewish Day of Atonement.

(2) Where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.

Notwithstanding anything to the contrary contained in this clause, any overtime worked in excess of ten hours in any week shall be paid at the rate of one and a half (1½) times the hourly rate of the employee concerned.

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

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

#### 12. COST OF LIVING ALLOWANCE

(a) For each completed point increase in the Consumer Price Index figure existing at the date of coming into operation of this Agreement, an employer shall pay his employee cost of living allowance of 1 per cent of the wages prescribed for him in this Agreement, provided that an employer shall not be required to increase such cost of living allowance of his employee beyond 15 per cent of his wages so prescribed.

(b) For each completed point decrease in the Consumer Price Index figure as from the date of coming into operation of this Agreement, an employer may decrease the cost of living allowance provided for above, by 1 per cent of the wages prescribed for him in this agreement.

(c) Any adjustment to the cost of living allowance that an employer is required or permitted to make in terms of this clause, shall be made every six monthly period reckoned from the date of publication of this Agreement.

(d) For the purpose of this clause, Consumer Price Index figure shall mean the weighted average in the nine principal areas for all items as published by the Director of Census and Statistics in the *Government Gazette*.

moet word, word geag oortyd te wees, en behoudens die bepalings van subklousule (2), moet daar soos volg betaal word vir elke uur of gedeelte van 'n uur aldus gewerk:—

(a) Vir alle tyd gewerk ná die gewone sluitingstyd en tot om 10 nm. op enige dag van Maandag tot Vrydag of tot om 6 nm. op Saterdag, een en een-derde (1½) maal die urloon van die betrokke werknemer.

(b) Vir alle tyd gewerk tussen 10 nm. en die gewone begintyd Maandag tot Vrydag van ná 6 nm. op Saterdag maar uitgesonderd alle tyd wat op Sondae gewerk word, teen een en 'n half (1½) maal die urloon van die betrokke werknemer. Vir alle tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloofdag, Kersdag, Republiekdag en Nuwejaarsdag, benewens die dagloon wat ten opsigte van elkeen van hierdie dae verskuldig is, een en 'n half (1½) maal die urloon van die betrokke werknemer.

(c) Vir alle tyd op 'n Sondag gewerk maar hoogstens vier (4) uur, minstens een en 'n half (1½) maal die besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.

(d) Vir alle tyd wat vier (4) uur te boe gaan wat op 'n Sondag gewerk word, besoldiging teen 'n skaal van minstens dubbel sy gewone urloon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel die gewone besoldiging is, betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(e) Vir alle ure wat daar langer gewerk word as die daagliks ure soos voorgeskryf in klousules 7 (1) en (5) van hierdie Deel van die Ooreenkoms en ten opsigte waarvan daar geen oortydbesoldiging kragtens paragrafe (a) tot (d) en (f) van hierdie klou-sule betaalbaar is nie, een en een-derde (1½) maal die urloon.

(f) Vir alle ure wat by ooreenkoms tussen 'n werknemer en sy werkgewers gewerk word in plaas van die gewone werkyd wat verloren sal word as gevolg van die sluiting van 'n fabriek slegs op onderstaande dae gemeld in subparagraphe (i), (ii) en (iii) van hierdie paragraaf, teen die gewone lone van die betrokke werknemers; met dien verstande dat die tyd ingewerk moet word gedurende die twee weke wat sodanie sluiting op die onderskeie dae voorafgaan:—

- (i) Die Vrydag ná Hemelvaartdag;
- (ii) die eerste twee dae van die Joodse nuwejaar;
- (iii) die Joodse Versoendag.

(2) Waar oortydbesoldiging wat op 'n daagliks grondslag bereken word, verskil van dié wat op 'n weeklike grondslag bereken word, moet die grondslag wat die gunstigste vir die betrokke werknemer is, aangeneem word.

Ondanks andersluidende bepalings wat in hierdie klousule verval is, moet oortyd wat langer gewerk word as 10 uur in 'n bepaalde week, teen een en 'n half (1½) maal die urloon van die betrokke werknemer betaal word.

#### 11. WERKNEMERS WAT HOËR LONE ONTVANG AS DIÉ VOORGESKRYF

'n Werknemer wat ingesluit is in een van die klasse genoem in Deel II van hierdie Ooreenkoms en wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoëer loon ontvang as die minimum vir sodanige klas, moet, solank hy in die diens van dieselfde werkgewer bly en dieselfde klas werk doen, 'n loon ontvang wat nie laer is nie as die loon wat hy op sodanige datum ontvang het, behoudens die voorwaarde dat die Raad magtiging mag verleen vir 'n verlaging van sodanige hoëer loon tot die peil wat in hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas.

#### 12. LEWENSKOSTETOELAE

(a) Vir elke styging in die Verbruikersprysindekssyfer, van 'n volle punt bo die syfer wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree, moet 'n werkgewer aan sy werknemer 'n lewenskostetoelae van 1 persent van die basiese loon betaal wat in hierdie Ooreenkoms vir hom voorgeskryf word; met dien verstande dat daar nie van 'n werkgewer vereis word om sodanige lewenskostetoelae van sy werknemer met meer as 15 persent van sy loon soos voorgeskryf, te verhoog nie.

(b) Vir elke daling van een volle punt in die Verbruikersprysindekssyfer vanaf die datum waarop hierdie Ooreenkoms in werking tree, kan 'n werkgewer die lewenskostetoelae soos hierbo bepaal, verlaag met 1 persent van die loon wat vir hom in hierdie Ooreenkoms voorgeskryf word.

(c) Alle aanpassings van die lewenskostetoelae wat 'n werkgewer ingevolge hierdie klousule moet maak of toegelaat word om te maak, moet na verloop van elke tydperk van ses maande, gereken vanaf die datum van publikasie van hierdie Ooreenkoms, gemaak word.

(d) Vir die toepassing van hierdie klousule, beteken "Verbruikersprysindekssyfer" die beswaarde gemiddelde in die nege verlaagste gebiede vir alle items, soos deur die Direkteur van Sensus in die *Staatskoerant* gepubliseer.

### 13. HOLIDAYS

(i) Good Friday, Easter Monday, Ascension Day, Republic Day, 1971, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays, and on Republic Day, 1971, no work of any nature shall be performed on these days. Every employee shall, subject to the provisions of subclauses (ii) and (iii) hereunder, 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 ( $8\frac{1}{5}$ ) times his hourly rate irrespective of whether the establishment in which he was employed is working a five or six-day week;

(ii) In the event of the services of an employee being terminated by the employer seven days or less prior to the commencement of any of the paid holidays mentioned in subclause (i) hereof, the employee shall nevertheless be entitled to payment upon such termination of service for both Good Friday and Easter Monday or Ascension Day or Republic Day, 1971, or Day of the Covenant or Christmas Day or New Year's Day.

(iii) All establishments shall close as follows:

(a) From the 20th December 1969 to the 11th January 1970 (both dates inclusive);

(b) from the 19th December 1970 to the 10th January 1971 (both dates inclusive);

and during such closed periods no work of any nature shall be performed.

(iv) (a) (i) The Fund known as the "Transvaal Bedding Workers' Holiday Fund" (hereinafter referred to as "the Fund") established under Government Notice 492 of the 24th March 1961, is hereby continued.

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

(iii) Every employer shall pay in respect of each week into the Fund a sum equal to  $7\frac{1}{2}$  per cent (seven and a half per cent) of the actual remuneration earned by each of his employees, other than casual employees, during that week; provided that if any employee is placed on short time or absents himself from work on account of illness and can on demand by the employer produce a medical certificate, the employer shall pay  $7\frac{1}{2}$  per cent (seven and a half per cent) of the remuneration that the employee would have earned had he remained in full time employment; provided that the contribution of  $7\frac{1}{2}$  per cent (seven and a half per cent) in respect of illness need not be paid for any period in excess of the thirty days in any one year. When making such payment the employer shall furnish a statement in duplicate in the form prescribed in Appendix A to this part of this Agreement. Both the statement and amount payable shall be forwarded to the Secretary of the Council not later than the 10th day of the month following that to which the payment refers.

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

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

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

Between the 7th and 22nd December, each employee shall be paid a holiday bonus equal to the amount paid into the Fund in terms of paragraph (a) hereof in respect of him during the year ending on the last pay-day occurring in October.

(e) The Council may invest any of the moneys belonging to the Fund from time to time on fixed deposit or on call with a bank or registered building society and any interest accruing from such investments shall accrue to the general funds of the Council in consideration of the Council's administration of the fund.

(f) Holiday bonuses, which remain unclaimed for a period of two years from the date on which they became payable, shall accrue to the funds of the Council; provided that the Council shall be liable for payment from Council funds of any holiday bonuses claimed during a further period of three years after such

### 13. VAKANSIEDAE EN VERLOF

(i) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, 1971, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging, en Republiekdag, 1971, en op dié dae mag geen werk van enige aard verrig word nie. Elke werknemer moet, behoudens die bepalings van subklousules (ii) en (iii) hieronder en ondanks die feit dat Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag mag val, vir elkeen van hierdie vakansiedae betaal word teen agt en vier-vyfdes ( $8\frac{1}{5}$ ) maal sy urlloon, afgesien daarvan of die bedryfsinrigting waarin hy werkzaam is, vyf of ses dae per week werk.

(ii) Ingeval die dienste van 'n werknemer sewe dae of minder voor die begin van enige van die vakansiedae met volle besoldiging, soos genoem in subklousule (i) hiervan, deur die werkgever beëindig word, is die werknemer nogtans geregig op besoldiging by sodanige diensbeëindiging vir sowel Goeie Vrydag as Paasmaandag of Hemelvaartdag of Republiekdag, 1971, of Geloftedag of Kersdag of Nuwejaarsdag.

(iii) Alle bedryfsinrigtings moet soos volg sluit:

(a) Van 20 Desember 1969 tot en met 11 Januarie 1970;

(b) van 19 Desember 1970 tot en met 10 Januarie 1971;

en gedurende die tydperke wanneer die bedryfsinrigtings gesluit is, mag geen werk van enige aard verrig word nie.

(iv) (a) (i) Die Fonds bekend as die Vakansiefonds van Transvaalse Beddegoedmakers (hieronder "die Fonds" genoem) ingestel by Goewermentskennisgewing 492 van 24 Maart 1961, word hierby voortgesit.

(ii) Die Fonds word deur die Raad geadministreer, en alle onkoste wat in verband met die administrasie van die Fonds aangaan word, moet teen die Raad gedepteer word.

(iii) Elke werkgever moet ten opsigte van elke week 'n bedrag gelyk aan  $7\frac{1}{2}$  persent (sewe en 'n half persent) van die werklike besoldiging wat elkeen van sy werknemers, uitgesonder los werknemers, gedurende daardie week verdien het, in 'n fonds stort; met dien verstande dat, as 'n werknemer korttyd werk van die werk af wegblê weens siekte en in staat is om op versoek van die werkgever 'n doktersertifikaat te kan toon, die werkgever  $7\frac{1}{2}$  persent (sewe en 'n half persent) van die besoldiging wat die werknemer sou verdien het as hy voltyds in diens was, moet betaal; met dien verstande dat die bydrae van  $7\frac{1}{2}$  persent (sewe en 'n half persent) ten opsigte van siekte vir 'n tydperk van hoogstens 30 dae in 'n bepaalde jaar betaal hoof te word. Wanneer die werkgever hierdie bedrag betaal, moet hy 'n staat in tweevoud verstrek in die vorm voorgeskryf in Aanhangsel A van hierdie deel van die Ooreenkoms. Sowel die staat as die betaalbare bedrag moet voor of op die 10de dag van die maand wat volg op die een waarop die betaling betrekking het, aan die Sekretaris van die Raad gestuur word.

(b) Bedrae wat ingeval paragraaf (a) hiervan betaalbaar is, moet benewens enige besoldiging wat ingeval hierdie Ooreenkoms aan 'n werknemer betaalbaar is, deur die werkgever betaal word en mag nie van die besoldiging van sodanige werknemers afgetrek word nie.

(c) Alle geldte wat in die Fonds gestort word, moet gestort word op 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds geskied deur middel van tjeks getrek op die Fonds se rekening, en sodanige tjeks moet geteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie bedrae ingeval paragraaf (a) hiervan in die Fonds gestort word en van die bedrag wat ten opsigte van hom in die Fonds gestort word.

(d) Die Fonds moet gebruik word om op onderstaande grondslag en gedurende ondernemoerde tydperke 'n vakansiebonus onder die betrokke werknemers te verdeel:

Tussen 7 en 22 Desember moet daar aan elke werknemer 'n verlofbonus betaal word wat gelyk is aan die bedrag wat ingeval paragraaf (a) hiervan ten opsigte van hom in die Fonds gestort is gedurende die jaar eindigende op die laaste betaaldag in Oktober.

(e) Die Raad kan van die geldte wat aan die Fonds behoort, van tyd tot tyd op vaste deposito of as onmiddellik opvraagbare deposito's by 'n bank of geregistreerde bouvereniging belê, en die rente op sodanige beleggings val die algemene fondse van die Raad toe as teenprestasie vir die Raad se administrasie van die Fonds.

(f) Verlofbonuse wat vir 'n tydperk van twee jaar vanaf die datum waarop hulle betaalbaar geword het, onopgeëis bly, val die fondse van die Raad toe; met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die fondse van die Raad, van alle vakansiebonuse wat opgeëis word na 'n verdere tydperk van drie jaar vanaf die datum waarop hulle aldus die fondse van die Raad

accrual to the Council's funds. 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 accrue to the Council's general funds three months after such dissolution.

(g) Should the estate of an employer be sequestrated, or a company, which is an employer, be placed in liquidation and any moneys be due by such employer to the Council in terms of paragraph (a) hereof 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, be entitled, on such sequestration or liquidation to  $1\frac{1}{4}$  days leave pay for each month of such period 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.

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

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

(a) all moneys received—

(i) in terms of subclause (iv) (a) hereof;

(ii) from any other sources; and

(b) expenditure incurred under all headings during the twelve months ended the 31st December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Industrial Registrar.

(vii) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original fund was created or continued in a subsequent Agreement; provided that if no new Agreement is entered into within two years after the date of expiry of this Agreement the Fund shall be liquidated.

(viii) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the Fund shall, upon the expiration of the Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclause (ix) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

(ix) Upon liquidation of the Fund in terms of subclause (vii) of this clause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be paid into the general funds of the Council.

toegeval het. Indien die Raad gedurende enige van die tydperke hierin genoem, onbind word, val sodanige geld, ondanks andersluidende bepalings in hierdie subklousule, die Raad se algemene fondse toe na verloop van drie maande van sodanige onbinding.

(g) As die boedel van 'n werkewer gesekwestreer of 'n maatskappy, wat 'n werkewer is, gelikwider word, en geldie deur sodanige werkewer ingevolge paragraaf (a) hiervan aan die Raad verskuldig is ten opsigte van enige dienstyd van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, by sodanige sekwestrasie of likwidasié geregtig, behoudens die bepalings van die Insolvencieswet, op verlofbesoldiging vir  $1\frac{1}{4}$  dae ten opsigte van elke maand van sodanige tydperk van hoogstens 12 maande, asof sodanige geld, vir die toepassing van genoemde Wet, besoldiging was. Die Raad mag sodanige geld namens enige werknemer as besoldiging aan hom opeis.

(v) Die bepalings van hierdie klousule is nie op los werknemers van toepassing nie.

(vi) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad bepaal moet word, moet die boeke van die Fonds minstens een maal elke jaar ouditeer en voor op 31 Januarie elke jaar 'n staat opstel wat die volgende aantoon:

(a) alle geldie ontvang—

(i) ingevolge subklousule (iv) (a) hiervan;

(ii) uit enige ander bron; en

(b) uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 31ste Desember, tesaam met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Juiste afskrifte van die geouditeerde staat en balansstaat, mede-ondergetekende deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor moet daarna in die kantoor van die Raad ter insae lê. Die Raad moet gewaarmakte afskrifte van die staat, balansstaat en ouditeursverslag so gou moontlik, maar hoogstens drie maande ná die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregister stuur.

(vii) Ingeval hierdie Ooreenkoms verstryk weens die verloop van tyd of gestaak word weens 'n ander oorsaak, moet die Fonds nog deur die Raad geadministreer word totdat die Raad dit gelikwider of oorgedra het aan enige ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is of totdat dit in 'n daaropvolgende ooreenkoms voortgesit word: Met dien verstande dat as geen nuwe ooreenkoms binne twee jaar na die datum van verstryking van hierdie Ooreenkoms gesluit word nie, die Fonds gelikwider moet word.

(viii) Ingeval die Raad onbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, mag die Registrateur 'n komitee wat uit werkgewers en werknemers in die Nywerheid bestaan, op grondslag van gelyke verteenwoordiging vir albei kante aanstel en die administrasie van die Fonds moet dan deur sodanige komitee voortgesit word. 'n Vakature wat in die komitee ontstaan, mag deur die Registrateur gevul word uit die gelede van die werkgewers of werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoerders in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte te vervul of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die komitee. Ingeval daar geen Raad bestaan nie moet die Fonds by die verstryking van hierdie Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier voorgeskryf in subklousule (ix) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkombig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(ix) By die likwidasié van die Fonds ingevolge subklousule (vii) van hierdie klousule, moet die geldie wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word.

#### 14. PROVISION OF TOOLS

Work benches, clamps, handscrews, gluepots, and all brushes shall be provided by the employer.

The employer shall, at his expense, insure against loss or destruction by fire, the tools of the persons in his employ. 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.

#### 15. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the Divisional Inspector of the Department of Labour in whose inspectorate such establishment is situated.

(5) The Council shall, at least one week prior to the expiry of such exemption, notify the employer and the employee concerned of the date of expiry of the exemption certificate granted.

(6) The Council may grant exemption from section 25(1) of Part I of the Agreement to employers in respect of any employee engaged in the capacity of a foreman upon receipt of a written application to that effect by both parties.

#### 16. EXISTING CERTIFICATES

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

#### 17. EXPENSES OF THE COUNCIL

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

- (a) nine cents per week from the wages of each of his employees (other than learners and casual employees) for whom a wage of more than R13.50 per week is prescribed; and
- (b) two cents per week from the wages of each of his employees (other than learners and casual employees) for whom a wage of R13.50 or less per week is prescribed; provided that no deduction shall be made in cases where the total weekly earnings do not exceed R3.60.

(2) To the deduction referred to in subclause (1) of this clause the employer shall add—

- (i) in the case of the deduction prescribed in subclause (1) (a), a like amount; and
- (ii) in the case of the deduction prescribed in subclause (1) (b), double such amount; whereafter the total amount so accumulated shall be paid by the employer month by month but not later than the 10th day of each month to the Secretary of the Council, submitting at the time of payment a statement in duplicate, in the form prescribed in Appendix A to this part of this Agreement.

#### 14. VERSKAFFING VAN GEREEDSKAP

Werkbanke, klemme, handskroewe, lympotte en alle kwaste word deur die werkewer verskaf.

Die werkewer moet die gereedskap van die persone in sy diens op sy koste verseker teen verlies of vernietiging deur brand. In hierdie 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 dié inligting verstrek wat die verskeraars van tyd tot tyd ten opsigte van genoemde gereedskap kan vereis.

#### 15. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaarde waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is, bepaal; met dien verstande dat die Raad, as hy dit dienstig ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingslisensie mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleent is, 'n licensie uitreik wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaarde, soos bepaal ooreenkomsdig subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling van krag sal wees;
- (e) die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle licensies wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie behou van elke licensie wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleent word, 'n kopie van die licensie aan die betrokke werkewer stuur en 'n ander kopie aan die Afdelingsinspekteur van die Departement van Arbeid in wie se inspекторaat sodanige bedryfsinrigting geleë is.

(5) Die Raad moet die betrokke werkewer en die betrokke werknemer minstens een week voor die verstryking van sodanige vrystelling in kennis stel van die datum waarop die vrystellingssertifikaat wat uitgereik is, verstryk.

(6) Die Raad moet ten opsigte van enige werknemer wat in die hoedanigheid van 'n voorman in diens geneem word, vrystelling van klousule 25 (1) van Deel I van die Ooreenkoms aan werkewers verleent by ontvangs van beide partye, van 'n skriftelike aansoek met daardie strekking.

#### 16. BESTAANDE SERTIFIKATE

Ondanks die verstryking van enige vorige Ooreenkoms vir die Nywerheid, moet die Raad voortgaan om alle leerlingskapsertifikate, of enigeen daarvan, wat ingevolge sodanige vorige Ooreenkoms uitgereik is, te administreer totdat sodanige sertifikate weens verloop van tyd verstryk het of andersins deur die Raad ingetrek is.

#### 17. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkewer—

- (a) nege sent per week aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge en los werknemers) vir wie 'n loon van meer as R13.50 per week voorgeskryf word; en

- (b) twee sent per week aftrek van elkeen van sy werknemers (uitgesonderd leerlinge en los werknemers) vir wie 'n loon van R13.50 of minder per week voorgeskryf word; met dien verstande dat geen bedrag afgetrek mag word in gevalle waar die totale weeklikse verdienste hoogstens R3.60 beloop nie.

(2) By die aftrekking wat in subklousule (1) van hierdie klousule bedoel word, moet die werkewer—

- (i) in die geval van die aftrekking wat in subklousule (1) (a) voorgeskryf word, 'n bedrag voeg wat daaroor gelykstaan; en

- (ii) in die geval van die aftrekking wat in subklousule (1) (b) voorgeskryf word, dubbel die bedrag byvoeg; daarna moet die werkewer die totale bedrag wat aldus opgeloop het, maand na maand, maar voor of op die 10de dag van elke maand, aan die Sekretaris van die Raad stuur en hom ten tye van die betaling, voorsien van 'n staat in tweevoud in die vorm wat in Aanhangsel A by hierdie deel van hierdie Ooreenkoms voorgeskryf word.

## 18. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

(a) Full name (where the business is a company or partnership, the full name of the responsible manager and/or partners to be furnished).

(b) Address where the business is carried on and the residential addresses of the persons referred to in subclause (1) (a) of this clause.

(c) Trade or trades carried on by him in the Industry.

(d) Names of his employees and occupation in which they are employed.

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

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

(4) Every employer shall in addition register with the Divisional Inspector of Labour in whose inspectorate his establishment is situated in compliance with the provisions of section fifty-nine of the Act.

## 19. WORKING PROPRIETORS AND PARTNERS

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

## 20. EXHIBITION OF AGREEMENT AND NOTICES

(i) 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.

(ii) In addition the employer shall exhibit all other notices in compliance with the provisions of section fifty-eight of the Act.

## 21. KEEPING OF RECORDS

The time and wage records which are required to be kept in terms of section fifty-seven of the Act shall be kept written in a legible manner in ink.

## 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 expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

## 24. AGENTS

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

The Agent shall have the right to—

(a) enter, inspect and examine any premises or place in which the Bedding 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 who he finds in or about the premises or place and require such employee to answer the question put;

## 18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

(a) Volle naam (waar die onderneming 'n maatskappy of 'n vennootskap is, moet die volle naam van die verantwoordelike bestuurder en/of vennote verstrek word).

(b) Die adres waar die Nywerheid beoefen word en die woonadresse van die persone gemeld in subklousule (1) (a) van hierdie klousule.

(c) Die ambag of ambagte wat hy in die Nywerheid beoefen.

(d) Die name van sy werknemers en die beroep waarvoor hulle in diens geneem is.

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

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

(4) Daarbenewens moet elke werkgewer hom ooreenkomsdig die bepalings van artikel 59 van die Wet laat registreer by die Afdelingsinspekteur van Arbeid in wie se inspektoraat sy bedryfsinrigting geleë is.

## 19. WERKENDE EIENAARS EN VENNOTE

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

## 20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(i) Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei ampelike tale in 'n opvallende plek waar sy werknemers maklik toegang daartoe het, oppak en opgeplak hou in sy bedryfsinrigting.

(ii) Daarbenewens moet die werkgewer alle ander kennisgewings ooreenkomsdig die bepalings van artikel 58 van die Wet vertoon.

## 21. DIE HOU VAN REGISTERS

Die tyd- en loonregisters wat ingevolge artikel 57 van die Wet gehou moet word, moet in 'n leesbare skrif en met ink bygehoud word.

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

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

## 23. TOEPASSING VAN OOREENKOMS

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

## 24. AGENTE

(1) Die Raad moet een of meer gespesifieerde persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms.

Die agent het die reg om—

(a) enige perseel of plek waarin 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 werkzaam 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 goedvind, mondelings te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige werknemer te vereis om te antwoord op die vrae wat gestel word;

(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 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 remuneration is 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 agent 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 an 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 fifty-one (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.

(2) For the purpose of this clause "membership" shall mean a member 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 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 organisations. Upon receipt of such lists the Secretary of the Council shall advise the member or members of the organisation concerned that his card and/or certificate of membership is no longer valid for the purpose of this clause.

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

## 26. ABSENTEEISM

Subject to the provisions of clause 7, 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, 13, 16, 17 and 31 of this part of the Agreement, no employer shall pay and no employee shall accept wages lower than those prescribed in Part II of this Agreement.

## 28. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 16 YEARS

No person under the age of 16 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.

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

(d) te vereis dat alle betaalstate of boeke waarin daar boek gehou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging by hierdie Ooreenkoms vastgestel word, getoond 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 die bepalings van hierdie Ooreenkoms bindend is, moet al die faciliteite hierbo genoem, aan die agent verleen.

(4) Alle klagtes wat die partye tot 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 sodanige werknemer lid is van enigeen van die vakverenigings en geen lid van enigeen van die vakverenigings mag vir 'n werkewer wat nie lid van die werkgewersorganisasie is nie, werk nie; met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer wat nie vir lidmaatskap van die vakverenigings geskik is nie, in diens mag neem; en voorts met dien verstande dat, afgesien van die regte van 'n gegriefde persoon soos bepaal in artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkewer wat nie vir lidmaatskap van 'n party by hierdie Ooreenkoms geweier is.

(2) By die toepassing van hierdie klousule, beteken "lidmaatskap" 'n lid ingevolge die konstitusie van die vakverenigings of werkgewersorganisasies.

(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 organisasies. Sowel die vakverenigings as die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, geskrap en geskors is. By ontvangs van sodanige lys, moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie medeele dat sy kaart en/of sertifikaat van lidmaatskap nie meer vir die toepassing van hierdie klousule geldig is nie.

(4) Die bepalings van hierdie klousule 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, die bepalings van hierdie klousule onmiddellik in werking tree.

## 26. ABSENTEISME

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

## 27. LONE

Behoudens die bepalings van klousules 9, 10, 13, 16, 17 en 31 van hierdie deel van die Ooreenkoms, mag geen lone wat laer is as dié voorgeskryf in Deel II van hierdie Ooreenkoms, deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie.

## 28. VERBOD OP DIE INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN 16 JAAR

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

## 29. LEERLINGE

(1) Geen werkewer 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) 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 and a medical certificate in the form prescribed in Appendix C. The cost of the medical examination shall be borne by the Council.

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, 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) of this clause no longer apply, after one week's notice, in writing, has been given to the employer and the employee, withdraw any certificate issued in terms of this subclause, whether or not the period for which permission was granted has expired.

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

(5) (i) 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.

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

(iii) 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 couches.

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

(i) 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.

(ii) 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.

(iii) The provision of subclause (6) (i) 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 or up to four months of any period of military training undergone in pursuance of the Defence Act, 1957 as amended.

### 30. FORENOON AND AFTERNOON BREAKS

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.

### 31. SUBSCRIPTIONS TO THE TRADE UNIONS

Each employer shall deduct from the wages of those of his 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. Such deductions must be forwarded to the Council not later than the tenth day of the month

(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 en 'n doktersertifikaat in die vorm voorgeskryf in Aanhangsel C. Die koste van die geneeskundige ondersoek word deur die Raad gedra.

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitrek waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkewer 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 die bepalings van subklousule (7) van hierdie klousule nie meer van toepassing is nie en nadat daar een week vooraf skriftelik kennis aan die werkewer en die werknemer gegee is, enige sertifikaat wat ingevolge hierdie klousule uitgereik is, mag intrek afgesien daarvan of die tydperk waarvoor toestemming verleent is, verstryk het of nie.

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

(5) (i) '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 daar toe verleen het.

(ii) Die werksaamhede ten opsigte waarvan leerlingskappe in bedgoedmakery toegestaan word, is die werksaamhede wat by die vervaardiging van matrassen verrig word.

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

(6) Die Raad mag op aansoek magtig verleent vir die indiensneming van leerlinge in die volgende getalsverhoudings:—

(i) Leerlingskappe in stoffeerwerk vir ateljeerusbanke, leerlingskappe in matrasmakery en leerlingskappe in matrasnaaiers- en/of -naaierswerk, mag toegestaan word in 'n getalsverhouding 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 werkewer ondergenoemde uitrusting vir die opleiding van die leerling beskikbaar het, naamlik—

'n Bandkantmasjien en 'n randdeurstikmasjien of 'n deurnoopmasjien van enige soort, en 'n vulmasjien en 'n rolkantmasjien waar die gebruik word.

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

(iii) Die bepalings van subklousule (6) (i) is nie van toepassing nie op bedryfsinrigtings wat nie vir 'n aanneenlopende tydperk van 12 maande bestaan het nie of ten opsigte waarvan die Raad grond het om te vermoed dat dit nie toereikende fasilitete vir die opleiding van leerlinge het nie.

(7) Die leertyd vir stoffeerwerk in ateljeerusbanke, matrasmakery en matrasnaaiers- en/of -naaierswerk 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 buiten sy beheer meebring is en wat altesaam hoogstens 24 werkdae beloop, of tot vier maande militêre opleiding wat hy ingevolge die Verdedigingswet, 1957, soos gewysig, ondergaan het.

### 30. VOORMIDDAG- EN DIE NAMIDDAGPOUSES

Daar moet elke dag aan elke werknemer 'n pause van 10 minute beide in die voormiddag en in die namiddag toegestaan word wat as tyd gerekken sal word.

### 31. LEDEGELDE VIR VAKVERENIGINGS

Elke werkewer moet van die lone van daardie werknemers van hom wat jede van die vakverenigings is, die ledegelede aftrek wat aan sodanige vakverenigings betaalbaar is ooreenkomsdig die konstitusie van die betrokke vakverenigings. Die bedrae aldus agetrek, moet voor of op die 10de dag van die maand wat volg op

following that in respect of which the deductions were made together with a statement in duplicate in the form prescribed in Appendix A to this part of this Agreement. The Trade Union or Unions shall furnish each employer with a list of members of the Trade Unions employed by the employer, showing the contributions due by each member. The Trade Union or Unions shall advise the employer monthly of all resignations, suspensions and additions. A copy of all lists and advices to be lodged with the Secretary of the Council each month.

For the purpose of this clause the weekly deductions to be made from the wages of those employees who are members of the National Union of Furniture and Allied Workers of South Africa, or the National Association of Furniture and Allied Workers of South Africa, shall be the amounts specified in the constitutions of the respective organisations.

### 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 applicable to such work.

### 33. ABATEMENT OF WAGES

(1) Save as is provided in any Act 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) 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. TERMINATION OF EMPLOYMENT

(a) One hour's notice shall be given by the employer or employee to terminate a contract of service; provided 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.

(b) Notwithstanding the provisions of subclause (a) of this clause 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.

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

(d) The notice referred to in subclauses (a) and (b) shall not run concurrently with annual leave, military training in pursuance of the Defence Act, 1957, as amended, or to the extent of six weeks absence due to illness in any one year.

### 35. PROHIBITED EMPLOYMENT

(1) Subject to the provisions of section *eighty-three* 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 condition 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.

(2) Only persons eligible for membership of the Trade Unions shall be permitted to perform any work for which a wage of R13.50 per week or more is prescribed.

### 36. BASIS OF PAYMENT

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

die maand ten opsigte waarvan die bedrae afgetrek is, aan die Raad gestuur word saam met 'n staat in tweevoud in die vorm wat in Aanhangsel A by hierdie deel van hierdie Ooreenkoms voorgeskryf word. Die Vakvereniging of verenigings moet elke werkgever voorsien van 'n lys wat die name van lede van die vakverenigings wat by die werkgever in diens is, bevat en wat die bydraes meld wat deur elke lid verskuldig is. Die Vakvereniging of verenigings moet die werkgever maandeliks in kennis stel van alle bedankings, skorsings en nuwe lede wat aangesluit het. 'n Kopie van alle lyste en kennisgewings moet elke maand by die Sekretaris van die Raad ingediend word.

By die toepassing van hierdie klousule, is die weeklikse bedrae wat afgetrek moet word van die loon van daardie werknemers wat lede van die National Union of Furniture and Allied Workers of South Africa is of die National Association of Furniture and Allied Workers of South Africa, die bedrae wat in die konstitusies van die onderskeie organisasies gespesifieer word.

### 32. WERKNEMERS IN MEER AS EEN WERKSAAMHEID

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

### 33. LOONKORTING

(1) Behoudens die bepalings van enige wet, mag geen werknemer terwyl hy in die diens van 'n werkgever is, 'n geskenk, bonus, lening, waarborg of terugbetaling, hetsy in kontant of in natura, wat in werklikheid sal neerkom op 'n korting van die loon wat ingevalle hierdie Ooreenkoms aan sodanige werknemer betaal moet word, aan sodanige werknemer gee nie en sodanige werkgever mag dit nie van sodanige werknemer ontvang nie.

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

### 34. DIENSBEËINDIGING

(a) 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.

(b) Ondanks die bepalings van subklousule (a) van hierdie klousule, mag 'n werkgever en 'n werknemer skriftelik ooreenkomm om vir 'n langer tydperk as een uur kennis te gee, en ver suim om aan sodanige reëling te voldoen, is 'n verbreking van hierdie klousule.

(c) 'n Werkgever of 'n werknemer mag die 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 waaroer die werkgever en sy werknemer ooreenkomsig subklousule (b) van hierdie klousule ooreengekom het, aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval.

(d) Die kennisgewing in subklousules (a) en (b) bedoel, mag nie met jaarlikse verlof, militêre opleiding ingevalle die Verdedigingswet, 1957, soos gewysig, of met 'n tydperk van afwesigheid, weens siekte, van hoofstens ses weke in 'n bepaalde jaar saamval nie.

### 35. VERBODE INDIENSNEMING

(1) Behoudens die bepalings van artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat die werwing of indiensneming van '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 werwing of indiensneming nie verbode was nie.

(2) Slegs persone wat in aanmerking kom vir lidmaatskap van die Vakverenigings, moet toegelaat word om werk te verrig waarvoor 'n loon van R13.50 of meer per week voorgeskryf word.

### 36. GRONDSLAG VAN BETALING

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

**37. HOURLY RATE**

All work performed by employees other than a watchman shall be paid for at an hourly rate; the hourly rate to be determined by dividing the actual weekly wage by 44 in respect of employees other than motor vehicle drivers; and by 50 in respect of motor vehicle drivers.

**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 force for the unexpired period of this Agreement.

**39. SICK LEAVE**

An employee who is a motor vehicle driver and who is not a member of the Transvaal Bedding Workers' Sick Benefit Society and who has completed three months' employment with the same employer and who is absent from work through sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), not caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding 12 working days in the aggregate in any one year of employment and shall be paid in respect of each day an amount not less than one-sixth of the weekly wage which the employee was receiving immediately prior to the date of such leave; provided that an employer may require his employee to produce a medical certificate in respect of any absence in excess of two days in proof of such sickness or accident.

**40. EMPLOYMENT OF MATTRESS MAKER ASSISTANTS**

(1) A mattress maker assistant shall not be permitted to perform any of the operations specified in the definition of "mattress maker assistant" unless such operations are performed together with a mattress maker, and in the absence of a mattress maker the assistant performing such operations shall for the purposes of this Agreement be deemed to be a mattress maker.

(2) The ratio of mattress maker assistants engaged in the operations specified in the definition of "Mattress maker assistant" shall be one assistant for one mattress maker; provided that, in preparing frames for the quilting machine, two assistants may be employed for each mattress maker.

**41. UNIFORMS**

(1) Every employer shall supply each mattress maker, mattress maker assistant, seamster and learner in his employ with a uniform 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) 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 25 cents 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.

**42. UNSPECIFIED OPERATIONS**

Any operation in the Bedding Manufacturing Industry which is not mentioned in this Agreement shall be referred to the Council by the employer concerned for the classification thereof and a rate of pay therefor to be determined by the Council; provided that any alteration in accordance herewith shall not become operative until published by the Minister in terms of the Act, as an amendment to this Agreement.

**37. UURLOON**

Vir alle werk deur werknemers, uitgesonderd 'n wag, verrig moet daar 'n uurloon betaal word. Die uurloon word bepaal deur die werklike weekloon te deel deur 44 ten opsigte van ander werknemers as motorvoertuigbestuurders; en deur 50 ten opsigte van motorvoertuigbestuurders.

**38. ULTRA VIRES**

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

**39. SIEKTEVERLOF**

Aan 'n werknemer wat 'n motorvoertuigbestuurder is en wat nie lid van die Siektebystandsvereniging vir Transvaalse Beddegoedmakers is nie en wat drie maande diens by dieselfde werkgever voltooi het, en wat van sy werk afwesig is weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor daar vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is) wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet daar siekteleverlof van altesaam hoogstens 12 werksdae in 'n bepaalde jaar diens toegestaan word en ten opsigte van elke dag moet daar aan hom 'n bedrag betaal word van minstens een-sesde van die weekloon wat die werknemer onmiddellik voor die datum van sodanige verlof ontvang het; met dien verstande dat 'n werkgever van sy werknemer mag vereis om 'n dokterscertificaat ten opsigte van enige afwesigheid van meer as twee dae in te dien as bewys van sodanige siekte of ongeluk.

**40. INDIENSNEMING VAN MATRASMAKERASSISTENTE**

(1) 'n Matrasmakerassistent word nie toegelaat om enige van die werksaamhede gespesifieer in die omskrywing van "matrasmakerassistent", te verrig nie, tensy sodanige werksaamhede saam met 'n matrasmaker verrig word, en by afwesigheid van 'n matrasmaker word die assistent wat sodanige werksaamhede verrig, vir die toepassing van hierdie Ooreenkoms, 'n matrasmaker geag.

(2) Die getalsverhouding van matrasmakerassistente wat die werksaamhede gespesifieer in die omskrywing van "matrasmakerassistent" verrig, moet een assistent tot een matrasmaker wees; met dien verstande dat by die voorbereiding van rame vir die deurstrikmasjien, twee assistente vir elke matrasmaker in diens geneem kan word.

**41. UNIFORMS**

(1) Elke werkgever moet elke matrasmaker, naaier en leerling in sy diens voorsien van 'n uniform, 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.

(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 25 sent weekliks 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.

**42. ONGESPESIFISEERDE WERKSAAMHEDE**

Enige werksaamhede in die Beddegoednywerheid wat nie in hierdie Ooreenkoms gemeld word nie moet deur die betrokke werkgever na die Raad verwys word vir die klassifikasie daarvan en vir 'n loonskaal wat ten opsigte van enige sodanige ongespesifieerde werksaamhede deur die Raad vasgestel moet word: Met dien verstande dat enige wysiging ingevolge hiervan, nie van krag word nie totdat dit deur die Minister ingevolge die Wet, as 'n wysiging van hierdie Ooreenkoms, gepubliseer word.

## APPENDIX A

[Statement submitted in terms of Clauses 13 (iv) (a), 17 and 31 of Part I of this Agreement.]

**Name and address of employer:**

Name and address  
Month ending

71%

A B

## AANHANGSEL A

[Staat ingedien ingevolge klausules 13 (iv) (a), 17 en 31 van Deel I van hierdie Ooreenkoms.]

**Naam en adres van werkgever:**

## Naam en adres van Maand eindigende

71%

A B C

Bedrag betaalbaar ten opsigte van A, B en C aan die Nywerheidsraad vir die Beddegoednywerheid

## APPENDIX B

[Notice required under Clause 7 (4) of Part I of this Agreement.]

	<i>Starting time</i>	<i>Finishing time</i>	<i>Meal hour</i>
Mondays.....	a.m. to.....	p.m. ....	p.m. to..... p.m.
Tuesdays.....	a.m. to.....	p.m. ....	p.m. to..... p.m.
Wednesdays.....	a.m. to.....	p.m. ....	p.m. to..... p.m.
Thursdays.....	a.m. to.....	p.m. ....	p.m. to..... p.m.
Fridays.....	a.m. to.....	p.m. ....	p.m. to..... p.m.
Saturdays.....	a.m. to.....	p.m. ....	p.m. to..... p.m.
Forenoon tea break.....	a.m. to.....	a.m. ....	
Afternoon tea break.....	p.m. to.....	p.m. ....	

## AANHANGSEL B

[Kennisgewing vereis ingevolge klousule 7 (4) van Deel I van hierdie Ooreenkoms.]

	<i>Begintyd</i>	<i>Sluitingstyd</i>	<i>Etensuur</i>
Maandae.....	vm. tot	nm.	nm. tot nm.
Dinsdae.....	vm. tot	nm.	nm. tot nm.
Woensdae.....	vm. tot	nm.	nm. tot nm.
Donderdae.....	vm. tot	nm.	nm. tot nm.
Vrydae.....	vm. tot	nm.	nm. tot nm.
Saterdae.....	vm. tot	nm.	nm. tot nm.
Teepouse in voormiddag.....	vm. tot	vm.	
Teepouse in namiddag.....	nm. tot	nm.	

## APPENDIX C

MEDICAL CERTIFICATE UNDER CLAUSE 29 OF PART I  
OF THIS AGREEMENT

I certify that I have medically examined (full name) \_\_\_\_\_

sex \_\_\_\_\_ race \_\_\_\_\_ who states that his/her present age is \_\_\_\_\_ with the following results:—

I am satisfied/I am not satisfied that he/she is in sound health and fit for employment as a learner in the trade of \_\_\_\_\_

or any trade, without danger to himself/herself or others:

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

Place \_\_\_\_\_ Medical Officer. \_\_\_\_\_

Date 19 \_\_\_\_\_

## PART II

## WAGES

The wages prescribed hereunder shall in accordance with clause 27 of Part I of this Agreement be the minimum wages payable to the following classes of employees engaged in the Industry:—

	Per week	R c
Bed base or box spring maker.....	32.30	
Studio couch maker.....	30.80	
Mattress maker.....	24.50	
Mattress seamster/seamstress.....	19.00	
Mattress maker assistant.....	13.50	
General Worker grade I.....	12.50	
General worker grade II.....	10.25	

Casual employee—R2 per day

Learner in studio couch upholstery:

First six months—42½% of studio couch makers' wage.  
 Second six months—50% of studio couch makers' wage.  
 Third six months—70% of studio couch makers' wage.  
 Fourth six months—80% of studio couch makers' wage.

Learner mattress maker:

First six months—42½% of mattress makers' wage.  
 Second six months—50% of mattress makers' wage.  
 Third six months—65% of mattress makers' wage.  
 Fourth six months—72½% of mattress makers' wage.

Learner seamster/seamstress:

First six months—33½% of seamster/seamstress' wage.  
 Second six months—50% of seamster/seamstress' wage.  
 Third six months—66½% of seamster/seamstress' wage.  
 Fourth six months—75% of seamster/seamstress' wage.

Despatch clerk.....	23.00
Storeman.....	23.00
Timekeeper.....	23.00
Packer.....	13.00
Learner Packer.....	10.00
Foreman.....	40.00
Watchman.....	11.50

Motor vehicle driver of a vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle is:

Under 6,000 lb.....	19.00
6,000 lb and over but not exceeding 10,000 lb.....	20.00
Over 10,000 lb but not exceeding 14,000 lb.....	23.00
Over 14,000 lb.....	27.00

## AANHANGSEL C

DOKTERSERTIFIKAAT INGEVOLGE KLOUSULE  
29 VAN DEEL I VAN HIERDIE OOREENKOMS

Ek sertifiseer dat ek (voile naam) \_\_\_\_\_

geslag \_\_\_\_\_, ras \_\_\_\_\_, wat verklaar dat hy/sy in gesondheid verkeer en geskik is vir indiensneming as 'n leerling in die ambag \_\_\_\_\_ of enige ambag, sonder dat daar gevaar vir hom/haar of vir ander bestaan:

- (a) Toesand van hart en bloedsomloop
- (b) Aanwesigheid of afwesigheid van liggaaamlike gebreke of wan-skapenheid, met inbegrip van breuke
- (c) Toestand van longe
- (d) Toestand van mangels en adenofede
- (e) Toestand van kliere in nek
- (f) Toestand van tande
- (g) Gehoor
- (h) Gesig
- (i) Aansreeklike siekte
- (j) Pedikulose
- (k) Liggaaamlike ontwikkeling

Plek \_\_\_\_\_ Geneeskundige Beampete. \_\_\_\_\_

Datum 19 \_\_\_\_\_

## DEEL II

## LONE

Die lone wat hieronder voorgeskryf word, is ingevolge Kloosule 27 van Deel I van hierdie Ooreenkoms die minimum lone betaalbaar aan die volgende klasse werknemers wat in die Nywerheid in diens is:—

	Per week	R c
Bedbasis- of raamveermaker.....	32.30	32.30
Ateljeerusbankmaker.....	30.80	30.80
Matrasmaker.....	24.50	24.50
Matrasnaaier/-naaister.....	19.00	19.00
Matrasmakerassistent.....	13.50	13.50
Algemene graad I-werker.....	12.50	12.50
Algemene graad II-werker.....	10.25	10.25

Los werknemer—R2 per dag.

Leerling in stofseerwerk vir ateljeerusbanke:

Eerste ses maande—42½% van ateljeerusbankmaker se loon.  
 Tweede ses maande—50% van ateljeerusbankmaker se loon.  
 Derde ses maande—70% van ateljeerusbankmaker se loon.  
 Vierde ses maande—80% van ateljeerusbankmaker se loon.

Leerling-matrasmaker:

Eerste ses maande—42½% van matrasmaker se loon.  
 Tweede ses maande—50% van matrasmaker se loon.  
 Derde ses maande—65% van matrasmaker se loon.  
 Vierde ses maande—72½% van matrasmaker se loon.

Leerling-naaier/-naaister:

Eerste ses maande—33½% van naaier/naaister se loon.  
 Tweede ses maande—50% van naaier/naaister se loon.  
 Derde ses maande—66½% van naaier/naaister se loon.  
 Vierde ses maande—75% van naaier/naaister se loon.

Versendingsklerk.....	23.00
Pakhuisman.....	23.00
Tydopnemer.....	23.00
Verpakker.....	13.00
Leerling-verpakker.....	10.00
Voorman.....	40.00
Wag.....	11.50

Motorvoertuigbestuurder van 'n voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word, die volgende is:

Minder as 6,000 lb.....	19.00
6,000 lb en meer, maar hoogstens 10,000 lb.....	20.00
Meer as 10,000 lb, maar hoogstens 14,000 lb.....	23.00
Meer as 14,000 lb.....	27.00

For the purpose of this Agreement "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles.

This Agreement, signed on behalf of the parties on the 19th day of September 1968.

S. LEVIN, Chairman.

J. F. KLOPPER, Authorised Signatory.

R. W. WARD, Secretary.

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY (TRANSVAAL).

No. R. 906

6 June 1969

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, as amended, declare the provisions of the Agreement and notice relating to the Bedding Manufacturing Industry, Transvaal, published under Government Notice R. 905 of 6 June 1969, 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.

By die toepassing van hierdie klousule beteken "onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik.

Hierdie Ooreenkoms op hede die 19de dag van September 1968 namens die partye onderteken.

S. LEVIN, Voorsitter.

J. F. KLOPPER, Gemagtigde Ondertekenaar.

R. W. WARD, Sekretaris.

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID (TRANSVAAL).

No. R. 906

6 Junie 1969

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 Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Beddegoednywerheid, Transvaal, gepubliseer by Gouewermentskennisgewing R. 905 van 6 Junie 1969, oor die algemeen vir werkemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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