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[No. 1019

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 175.] [5 Februarie 1965.
WET OP NYWERHEIDSVERSOENING, 1956.

BEDDEGOEDNYWERHEID, TRANSVAAL.

HOOFOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* 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 kennisgiving en vir die tydperk wat drie jaar vanaf genoemde Maandag 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 paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (4) (f), 24, 25 en 31 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat een jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgiving, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* 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 kennisgiving en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 175.] [5 February 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

BEDDING MANUFACTURING INDUSTRY,
TRANSVAAL.

MAIN AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* 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 three years from the said Monday, 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (4) (f), 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 one year from the said Monday 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 paragraph (a) of sub-section (3) of section *forty-eight* 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 three years from the said Monday, 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.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID
(TRANSVAAL).

OOREENKOMS

ingevolge die bepальings 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 wat dwarsdeur die gebied wat deur die Ooreenkoms gedeck word, op die Nywerheid van toepassing is tensy die teenoorgestelde gemeld word.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepaling 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 bepaling van subklousule (a) is die bepaling 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 ooreenkostig die bepaling van subartikel (1) van artikel *agt-en-veertig* van die Wet deur die Minister van Arbeid vasgestel word en bly van krag vir 'n tydperk van drie jaar 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;
"matrasmaker se assistent" beteken 'n werkneemer wat 'n gekwalificeerde matrasmaker help om 'n vulmasjién met vulsel te laai en om die matrassloop oor die vulkis te trek; "Beddegoednywerheid" of "Nywerheid" beteken die nywerheid waarin werkgewers en werkneemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat een of meer van die volgende insluit:—

- (i) Matrasse, veermatrasse, bomatrasse, peule, kop-kussings, kussings vir ateljeerusbanke en veereenhede;
- (ii) ateljeerusbanke;
- (iii) alle werkzaamhede en prosesse wat voortvloei uit die vervaardiging van die artikels genoem in paragraaf (i) en (ii), indien uitgevoer deur 'n werkneemer 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 hoofsaklik van metaal vervaardig moet wees en die sit-en/of slaapoppervlaktes uit matrasse en/of kussings moet bestaan;

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

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

"assistent by diepeurstik-matrasoortrekmasjién" beteken 'n werkneemer wat help om matrastoppe en/of -bome aanmekaar te sit en aan die rame van 'n diepeurstik-matrasoortrekmasjién vas te heg;

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

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 sub-clause (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 sub-section (1) of section *forty-eight* of the Act, and shall continue in force for a period of three years 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;

"assistant to a mattress maker" means an employee who is engaged in assisting a qualified mattress maker in loading a filling machine with filling material and assisting in putting the mattress case over the filling box;

"Bedding Manufacturing Industry" means the industry in which employers and employees are associated for the manufacture of bedding which shall include—

(i) mattresses, spring mattresses, overlays, bolsters, pillows, 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;

"Deep quilting mattress cover machine assistant" means an employee who assists in assembling and affixing mattress tops and/or bottoms to the frames of a deep quilting mattress cover machine;

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

"voorman" beteken 'n werknemer wat aan die hoof staan van die werknemers in 'n inrigting, 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;

"inrigting" 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 gespesifiseer in Deel II van hierdie Ooreenkoms, te verrig;

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

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

"algemene graad I-werker" beteken 'n werknemer wat een of meer van die volgende werkzaamhede 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 veerrand 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.

Arms en/of rugleunings van ateljeerusbanke in posisie vasbout waar die verbindingspunte vooraf vasgestel is en/of gereed gemaak is deur dit te boor, of op 'n ander manier.

Bedverrame vasbout en/of moteer en/of inkram en/of voorafgeboorde gate ruim en/of suiever maak.

Spoele vir alle tipes naaldmasjiene gereed maak.

Deurgestikte rande volgens lengte sny.

Gaatjies in matrasrande pons.

Handvatsels en/of ventileerders aan matrasrande sit.

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

Kussinkies sny.

Bedverrame met die hand beits of vernis.

Hingsels aansit.

Oé aan naalde in drukdeurstikmasjiën hang.

'n Doekspreimasiën laai en/of stoot en/of bedien of werk daarmee verrig.

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

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

Oé aan knope en/of klossies heg.

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

Sisal- en/of klapperhaarkussinkies met die hand aan binnevereenhede heg.

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

Stoelkussingoortreksels en/of kopkussingbinneslope en/of peule stop met vulsel, uitgesonderd met binnevare.

Vulsel in touvorm losdraai.

Knope en/of klossies maak.

Stoffeerde 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 maakkakels sny.

Help om rollers vir deurstikmasjiene gereed te maak.

Skuimrubber en/of plastiekblomme in matrassslope insit.

Artikels in karton, papier, plastiek of soortgelyke materiaal toedraai en verpak.

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

Voertuie op- of aflaai en met aflewingsvoertuie help.

Artikels dra, verskuif, opstapel en uitpak.

Boodskappe, briewe 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 werklike weekloon van die betrokke werknemer gedeel deur 44;

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

"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 I 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 no-sag type of springing and/or affixing hoop iron to loose seats and/or backs for dining room chairs but excluding the building of a spring edge on backs and/or seats and/or 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 pillow cases, 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.

Assisting in 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.

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 actual weekly wage of the employee concerned divided by 44;

"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;

"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;

"meerderjarige leerling in die stoffering van ateljeerusbanke" beteken 'n werknemer, uitgesonderd 'n leerling-verpakker of algemene graad II-werker, wat ten tyde van sy indiensneming 'n meerderjarige is of was en wat uitsluitlik in diens geneem is om die stoffeerprosesse in die vervaardiging van ateljeerusbanke te leer;

"matrasmaker" beteken 'n persoon wat betrokke is by een of meer van die volgende werksaamhede:—

Die vul van matrasse, systikwerk, die deurnaal van matrasse, randmasjienstikwerk, deurstikwerk, die opstelling van rame en/of rolle vir deurstikmasjien, die aanhegting van kussinkies en/of rande aan veerenhede, die opstapeling van vulsel op veerenhede, bandsoomwerk en/of rolsoomwerk;

"matrasnaaister en/of naaister" beteken 'n persoon wat betrokke is by een of meer van die volgende werksaamhede: Die naai van kussingslope, binneslope vir kussings en matrasslope, die uitsny van matrasslope en/of dele van matrasslope en/of oortreksels vir matrasbasisse;

"motorvoertuigbestuurder" beteken 'n werknemer wat betrokke is by die bestuur van 'n motorvoertuig, en vir die doel 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 gerede 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 aflewering;

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

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

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

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

- (i) die ontvangs, opbergung, 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 verrigting van ander klerklike werk wat in verband staan met die funksionering van 'n opbergingsplek of pakhuis;

"ateljeerusbankmaker" beteken 'n persoon, uitgesonderd 'n meerderjarige leerling in die stoffering van ateljeerusbank, 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", "matrasnaaister", "algemene graad I-werker" en "algemene graad II-werker" nie;

"tydopnemer" beteken 'n persoon wat verantwoordelik is vir 'n tydopneemtoestel en/of tydopneemstelsel en/of wat die registers hou wat met hierdie soort werk in verband staan; "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 werkewerter ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag as dié aldus voorgeskryf, aan 'n werknemer betaal, sodanige hoër 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) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy geheel en al of hoofsaaklik werksaam is.

4. STUKWERK.

Behoudens die bepalings van klousule 5 van hierdie Ooreenkoms, mag geen werkewerter van enige vereis of hom toelaat om stukwerk te doen nie.

5. AANSPORINGSKEMA.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy ooreenkomsdig die bepalings van hierdie Ooreenkoms, uitgesonderd dié van hierdie klousule, geregtig sou wees, mag 'n werkewerter 'n werknemer 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 sub-klousules (2) en (3) hieronder.

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

"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;

"major learner in studio couch upholstery" means an employee other than a learner packer or grade II general worker who, at the time of his engagement is or was a major and who is employed exclusively in learning the upholstery processes in the manufacture of studio couches;

"mattress maker" means a person engaged in one or more of the following operations:—

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

"mattress seamster and/or seamstress" means a person engaged in one or more of the following operations:—

Sewing of pillow slips, pillow cases, 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 a person 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 a person 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 a person, other than a major 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 seamster, grade I general worker and grade II general worker;

"time-keeper" means a person 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;

"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.

(2) For the 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 sub-clauses (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) Die bepalings van so 'n aansporingskema en alle latere wysigings daarvan waaroor 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 dit wil verander of skema wil beëindig, skriftelik aan die ander party kennis gegee het vir 'n tydperk waaroor die partye ooreen mag kom wanneer hulle so 'n skema aangaan.

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

6. BUIWEWERK.

(1) Geen werkewer mag van enigeen van sy werknemers vereis of hom toelaat om werk in verband met die Beddegoednywerheid elders as in sy inrigting 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 geokkuper word deur die persoon vir wie die werk onderneem word.

(2) Geen werkewer 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 waaroor daar in sub-klousules (1) en (4) van hierdie klousule voorsiening gemaak word, mag geen werkewer en/of werkewer werk in verband met die Beddegoednywerheid in 'n ander perseel as die perseel geregistreer ingevolge die Wet op Frabrieke, Masiinerie en Bouwerk, 1941, soos gewysig, of die werkamers geregistreer by die Raad en uitshuitlik 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 inrigtings wat erken word as inrigtings 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 subklousule (3) hiervan], maar waar 'n inrigting 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 daartoe geregtig om sodanige werk uit te bestee.

7. WERKURE.

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

- (a) om vir meer as 44 uur (uitgesonderd etenstye) in 'n bepaalde week te werk nie;
- (b) om vir meer as agt uur, etenstye uitgesonderd, op 'n bepaalde dag te werk nie; met dien verstande dat in enige fabriek waarin—

- (i) die gewone werkure op een dag in elke week nie meer as vyf is nie, 'n werkewer 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 werkewers gewoonlik nie op meer as vyf dae in die week werk nie, daar op enige werkdag van 'n werkewer vereis mag word of hy op enige werkdag toegelaat mag word om vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of

- (c) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, 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 sesuur nm. en sesuur vm. te werk nie; of
- (ii) na eenuur nm. op meer as vyf dae in 'n week te werk nie.

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

- (a) tien uur; of
- (b) indien die toestemming van die Raad vooraf verkry is, 'n getal ure (wat meer as tien mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkewer, waarin die werkewer of die klas werkewer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waaroor en die voorwaarde waarop dit geldig is, gespesifieer 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 werkewer mag vereis of haar mag toelaat om oortyd te werk—

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

(bb) op meer as drie agtereenvolgende dae nie;

(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 a 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 sub-clauses (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 sub-clause (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

- (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.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (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) op meer as 60 dae in 'n jaar nie;
 (dd) na voltooiing van haar gewone werkure, vir meer as een uur op 'n 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 ete voordat sy met haar oortydwerk moet begin; of
 (iii) aan sodanige werknemer 'n toelae van 15 sent so vroeëgiig betaal het dat sy 'n ete kan verky voordat sy met die oortydwerk moet begin.
- (3) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag aan die werk te wees—
 (a) gedurende die hele pouse in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele tydperk van sodanige pouse te verlaat nie; of
 (b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgever is; met dien verstande dat, as daar bewys word dat so 'n werkgever nie aan die werk was nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk bedoel in paragraaf (b), die veronderstelling waarvoor daar in hierdie subklousule voorstiening gemaak word, nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werknemer van toepassing is nie.
- (4) Elke werkgever moet in sy inrigting en op 'n plek wat maklik toeganklik vir sy werknemers is, 'n kennissgewing in die vorm voorgeskryf in Aanhangsel B van hierdie Deel van die Ooreenkoms, vertoon waarin die begin- en sluitingstyd vir die werk van elke dag van die week, die etensuur en die teepouses in die voor- en in die namiddag gespesifieer word.

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

- (a) 50 in enige week van Maandag tot en met Saterdag;
 (b) nege of vyf dae in enige week en sewe op die ander dag; met dien verstande dat die weeklikse totaal hoogstens 50 mag wees.

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

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 onvoorsiene nooddtoestand veroorsaak is, nie in staat is om sy werknemers vir die getal gewone werkure wat daar gewoonlik per week in sy inrigting gwerk word, in diens te hou nie, moet die werkgever, behoudens die bepaling 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 gwerk 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 inrigting 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 tussen 4.30 nm. en 5.45 nm. op die betaaldag of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Die betaaldag van elke inrigting is Vrydag in elke week, behalwe waar Vrydag 'n dag is waarop daar nie gwerk word nie, en in so'n geval is die betaaldag die laaste werkdag voor so 'n Vrydag.

(2) Enige besoldiging wat ingevolge die bepaling van 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 gwerk, die besoldiging wat verskuldig is, die tydperk ten opsigte waarvan die betaling gedoen word en besonderhede van alle aftrekking 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.

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

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

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 reason 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 between 4.30 p.m. and 5.45 p.m. 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, 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) 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 afwesig is om ander rede as op las of op versoek van sy werkgever, 'n aftrekking eweredig aan die tydperk van sy afwesigheid 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 wettelike 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 bepaling in klousule 8, 'n aftrekking eweredig aan die hoeveelheid korttyd gewerk.
- (f) Aftrekings van bydraes tot die fondse van die vakvereniging ooreenkonsig die bepaling van klousule 31.

10. OORTYD.

(1) Alle tyd wat daar meer gewerk word as die weeklikse of die daagliks 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 moet word, word geag oortyd te wees, en behoudens die bepaling van subklousule (2), moet daar soos volg betaal word vir elke uur of deel 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 ($\frac{1}{2}$) maal die uurloon van die betrokke werknemer.
- (b) Vir alle tyd gewerk tussen 10 nm. en die gewone beginnyt Maandag tot Vrydag of ná 6 nm. op Saterdag maar uitgesondert alle tyd wat op Sondae gewerk word, teen een en 'n half ($\frac{1}{2}$) maal die uurloon van die betrokke werknemer. Vir alle tyd gewerk op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloofdag, Kersdag en Nuwejaarsdag, benewens die dagloon wat ten opsigte van elkeen van hierdie dae verskuldig is, een en 'n half ($\frac{1}{2}$) maal die uurloon van die betrokke werknemer.
- (c) Vir alle tyd op 'n Sondag gewerk maar hoogstens vier (4) uur, minstens een en 'n half ($\frac{1}{2}$) 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 boven gaan wat op 'n Sondag gewerk word, besoldiging teen 'n skaal van minstens dubbel sy gewone uurloon 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 klousule betaalbaar is nie, een en een-derde ($\frac{1}{2}$) maal die uurloon.
- (f) Behoudens paragrafe (b), (c) en (d), vir alle ure wat wat daar langer as 44 per week gewerk word, een en een-derde ($\frac{1}{2}$) maal die uurloon.
- (2) Waar oortydbesoldiging wat op 'n daagliks grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat die gunstigste vir die betrokke werknemer is, aangeneem 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, so lank hy in die diens van dieselfde werkgever 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) Met ingang van die datum waarop hierdie Ooreenkoms in werking tree, sluit die lone wat in Deel II van hierdie Ooreenkoms voorgeskryf word, die levenskostetolae in wat kragtens klousule 12 van Deel I van Goewermentskennisgewing No. 492 van 24 Maart 1961 betaalbaar is; met dien verstande dat genoemde levenskostetolae wat aldus gekonsolideer is, vir die toepassing van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, nog geag word levenskostetolae te wees.
- (b) Vir elke stygging in die Verbruikersprysindeksyfer, van 'n volle punt bo die syfer wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree, moet 'n werkgever aan sy werknemer 'n addisionele levenskostetolae van 1 persent van die basiese loon betaal wat in Deel II van hierdie Ooreenkoms vir hom voorgeskryf word; met dien verstande dat die addisionele

(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 Part of the Agreement shall be regarded as overtime and shall, subject to the provisions of sub-clause (2) 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) times the hourly rate.
- (f) Subject to paragraphs (b), (c) and (d) for all hours worked in excess of 44 per week at one and a third ($\frac{1}{2}$) times the hourly rate.

(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.

11. EMPLOYEES RECEIVING HIGHER WAGES THAN THOSE PRESCRIBED.

An employee who is included in one of the classes 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) As from the date of coming into operation of this Agreement, the wages prescribed in Part II of this Agreement shall include the cost of living allowance payable in terms of clause 12 of Part I of Government Notice No. 492 of the 24th March, 1961; provided that the said cost of living allowances thus consolidated shall continue to count as cost of living allowances for the purpose of War Measure No. 43 of 1942 as amended from time to time.

(b) For each completed point increase in the Consumer Price Index figure above the figures existing at the date of coming into operation of this Agreement an employer shall pay his employee an additional cost of living allowance of 1 per cent of the wages prescribed for him in Part II of this Agreement; provided that

lewenskostetoeleae slegs betaalbaar sal word wanneer die Verbruikersprysindeksyfer met vyf volle punte gestyg het en voorts met dien verstande dat die toptoelae vasgeopen word op tien volle punte bo die Verbruikersprysindeks wat op die datum van publikasie van hierdie Ooreenkoms bestaan.

(c) Vir elke daling van een volle punt in die Verbruikersprysindeksyfer wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree, kan 'n werkewer die addisionele lewenskostetoeleae soos voorgeskryf in subklousule (b), verlaag met een persent van die loon wat in Deel II van hierdie Ooreenkoms vir sodanige werkewer voorgeskryf word.

(d) Alle aanpassings van die lewenskostetoeleae wat 'n werkewer ooreenkomsdig bepalings van hierdie klosule moet maak of toegelaat word om te maak, moet na verloop van elke tydperk van ses maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, gemaak word.

(e) Ingeval die lewenskostetoeleae wat ooreenkomsdig Oorlogsmaatreel No. 43 van 1942, soos van tyd tot tyd gewysig, betaalbaar is, te eniger tyd hoer is as die toelae wat in subklousules (a), (b) en (c) voorgeskryf word, moet sodanige hoer toelae onmiddellik aan die werkewer betaal word.

(f) Vir die toepassing van hierdie klosule, beteken "Verbruikersprysindeksyfer" die beswaarde gemiddelde in die nege vernaamste gebiede vir alle items, soos deur die Direkteur van Sensus en Statistiek in die Staatskoerant gepubliseer.

13. VAKANSIEDAE EN VERLOF.

(i) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle salaris. Elke werkewer 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 uurtloon, afgesien daarvan of die inrigting waarin hy werkzaam is, vyf of ses dae per week werk.

(ii) Ingeval die dienste van 'n werkewer sewe dae of minder as sewe dae voor die aanvangs van enige van die vakansiedae moet volle salaris, soos genoem in subklousule (i) hiervan, deur die werkewer beëindig word, is die werkewer nogtans geregtig op betaling by sodanige diensbeëindiging, vir beide Goeie Vrydag en Paasmaandag of Hemelvaartdag of Geloftedag of Kersdag of Nuwejaarsdag.

(iii) Alle inrigtings moet soos volg sluit:

- (a) 24 Desember 1964 tot en met 18 Januarie 1965.
- (b) Van 24 Desember 1965 tot en met 16 Januarie 1966.
- (c) Van 24 Desember 1966 tot en met 15 Januarie 1967.
- (d) Van 23 Desember 1967 tot en met 14 Januarie 1968.

Wanneer die inrigtings vir bogenoemde tydperke gesluit is, mag geen werk van enige aard verrig word nie.

(iv) (a) Elke werkewer moet ten opsigte van elke week 'n bedrag gelyk aan 7% (sewe persent) van die werklike besoldiging wat elkeen van sy werkewers gedurende daardie week verdien het, in 'n fonds by die Raad stort; met dien verstande dat, as 'n werkewer korttyd werk of van die werk af wegblie weens siekte en op versoek van die werkewer 'n geneeskundige sertifikaat kan toon, die werkewer 7% (sewe persent) van die besoldiging wat die werkewer sou verdien het as hy voltyds in diens was, moet betaal; met dien verstande dat die bydrae van 7% (sewe persent) ten opsigte van siekte nie vir 'n langer tydperk as dertig dae in 'n bepaalde jaar betaal hoeft te word nie. Wanneer die werkewer hierdie bedrag betaal, moet hy 'n staat verstrek in die vorm soos 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 waarop die betaling betrekking het, aan die Sekretaris van die Raad gestuur word.

Die Fonds word deur die Raad geadministreer, en alle onkoste wat in verband met die administrasie van die Fonds aangegaan word, moet teen die Raad gedebeiteer word.

Die Fonds bekend as die Vakansiefonds van Transvaalse Beddegoedmakers (hieronder "die Fonds" genoem) ingestel by Goewernerskennisgewing No. 492 van 24 Maart 1961, word hierby voortgesit.

(b) Die bedrae wat ingevolge paragraaf (a) hiervan betaalbaar is, moet benewens enige besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werkewer betaalbaar is, deur die werkewer betaal word en mag nie van die besoldiging van sodanige werkewer afgetrek word nie.

(c) Alle gelde 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 tjeeks getrek op die Fonds se rekening, en sodanige tjeeks moet geteken word deur twee persons wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werkewer ten opsigte van wie bedrae ooreenkomsdig die bepalings van 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 ondernoemde tydperke 'n vakansiebonus onder die betrokke werkewers te verdeel:

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

the additional cost of living allowance will only become payable when the Consumer Price Index figure has increased by five completed points and provided further that the ceiling shall be pegged at ten completed points above the Consumer Price Index figure existing at the date of publication of this Agreement.

(c) For each completed point decrease in the Consumer Price Index figure existing as at the date of coming into operation of this Agreement an employer may decrease the additional cost of living allowance prescribed in subclause (b) by 1 per cent of the wages prescribed for him in Part II of this Agreement.

(d) Any adjustments 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 from the date of coming into operation of this Agreement.

(e) In the event of the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, at any time exceeding (a), (b) and (c), the employee shall immediately be paid such higher allowance.

(f) 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.

13. HOLIDAYS.

(i) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays. Every employee shall, subject to the provisions of sub-clauses (ii) and (iii) hereunder, receive payment for each of these holidays, notwithstanding that the Day of the Covenant, Christmas Day or New'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 sub-clause (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 Day of the Covenant or Christmas Day or New Year's Day.

(iii) All establishments shall close as follows:

- (a) From the 24th December, 1964 to the 18th January, 1965 (both dates inclusive).
- (b) From the 24th December, 1965 to the 16th January, 1966 (both dates inclusive).
- (c) From the 24th December, 1966 to the 15th January, 1967 (both dates inclusive).
- (d) From the 23rd December, 1967 to the 14th January, 1968 (both dates inclusive).

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

(iv) (a) Every employer shall pay in respect of each week into a fund at the Council a sum equal to 7% (seven per cent) of the actual remuneration earned by each of his 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% (seven per cent) of the remuneration that the employee would have earned had he remained in full time employment; provided that the contribution of 7% (seven 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 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.

The Fund known as the "Transvaal Bedding Workers' Holiday Fund" (hereinafter referred to as "the Fund") established under Government Notice No. 492 of the 24th March, 1961, is hereby continued.

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.

(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 first pay-day occurring in November.

(e) Die Raad kan van die geld 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) Verlofbonuses 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 verstaande dat die Raad aanspreeklik is vir die betaling, uit die fondse van die Raad, van alle verlofbonuses wat opgeëis word na 'n verdere tydperk van drie jaar vanaf die datum waarop hulle aldus die fondse van die Raad toegeval het. Indien die Raad gedurende enige van die tydperke hierin genoem, onbind word, val sodanige geld, ondanks andersluidende bepальings in hierdie klousule, 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, gelikwiede word, en geld 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 likwidasierechtig op verlofsoldiging vir 14 dae ten opsigte van elke maand van sodanige tydperk van hoogstens 12 maande.

(v) Die bepальings van hierdie klousule is nie op los werkewers 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 eenmaal elke jaar ouditeer en voor op 31 Januarie elke jaar 'n staat opgestel wat die volgende aantoon:

(a) Alle geld ontvang—

- (i) ooreenkomsdig die bepальings van subklousule (iv) (a) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig die vorige 31ste Desember, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Juiste afskrifte van die geauditeerde staat en balansstaat, mede-ondergetekn 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 gewaarmerkte afskrifte van die staat, balansstaat en ouditeursverslag so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregisteraar 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 gelikwiede of oorgedra het aan enige ander fonds wat ingestel is vir dieselfde doel as die waarvoor die oorspronklike Fonds in die lewe geroep is of totdat dit in 'n daaropvolgende ooreenkoms voortgesit word.

(viii) Ingeval die Raad onbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, mag die Registrateur 'n komitee wat uit werkewers en werknemers in die Nywerheid bestaan, op grondslag van gelyke verteenwoordiging vir albei aanstel in 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 werkewers of werknemers, na gelang van die geval, ten einde 'n gelyke getal werkewers- en werknemersverteenvoerdigers 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. By die verstryking van hierdie Ooreenkoms, moet die Fonds deur die komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwiede 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 gelikwiede en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomsdig die bepальings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(ix) By die likwidasierechtig van die Fonds ingevolge die bepальings van subklousule (vii) van hierdie klousule, moet die geld wat nog in die kredit van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiiekoste, betaal is, in die algemene fondse van die Raad gestort word.

14. VERSKAFFING VAN GEREEDSKAP.

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

(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 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 sub-clause, 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 be entitled, on such sequestration or liquidation to 14 days leave pay for each month of such period not exceeding 12 months.

(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 sub-clause (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.

(viii) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 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. Upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (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 sub-clause (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.

14. PROVISION OF TOOLS.

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

Die werkgever 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 versekeraars 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 verleent word, die voorwaardes waarop sodanige vrystelling verleent word en die tydperk waarin sodanige vrystelling van krag is, bepaal; met dien verstande dat die Raad, as by dit dienstig ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingslisensi mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleent is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleent is, 'n lisensi 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 verleent word;
- (c) die voorwaardes, soos bepaal ooreenkomsdig subklousule (2) van hierdie klousule, waarop sodanige vrystelling verleent word;
- (d) die tydperk waarvoor die vrystelling van krag sal wees;
- (e) die rede waarom die vrystelling verleent word.

(4) Die Sekretaris van die Raad moet—

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

(5) Die Raad moet die betrokke werkgever en die betrokke werknemer minstens een week voor die verstryking van sodanige vrystelling in kennis stel van die datum waarop die vrystellings-sertifikaat wat uitgereik is, sal 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 werkgewers 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 enige 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. ONKOSTE VAN DIE RAAD.

Ten einde die onkoste van die Raad te bestry, moet elke werkgever 6 sent per week aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge en los werknemers) vir wie 'n loon van R12.60 of meer per week voorgeskryf word en 2 sent per week van die loon van elkeen van sy werknemers (uitgesonderd leerlinge en los werknemers) vir wie 'n loon van minder as R12.60 per week voorgeskryf word; met dien verstande dat geen bedrag afgetrek mag word in gevalle waar die totale weeklikse verdienste nie meer as R3.60 beloop nie.

By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daarmee gelykstaan en die totale bedrag maand na maand, en wel voor of op die 10de dag van elke maand, aan die Sekretaris van die Raad stuur en hom terselfdertyd voorsien van 'n staat in die vorm wat in Aanhangsel B by hierdie Deel van hierdie Ooreenkoms voorgeskryf word.

18. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever moet, as hy dit nie alreeds ingevolge 'n vorige Ooreenkoms gedoen het nie, binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever 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 werkgever 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 beroepe waarvoor hulle in diens geneem is.

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 sub-clause (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 the expiry of the exemption certificate granted.

(6) The Council shall 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.

For the purpose of meeting the expenses of the Council each employer shall deduct 6 cents per week from the wages of each of his employees (other than learners and casual employees) for whom a wage of R12.60 per week or more is prescribed and 2 cents per week from the wages of each of his employees (other than learners and casual employees) for whom a wage of less than R12.60 per week is prescribed; provided that no deduction shall be made in cases where the total weekly earnings do not exceed R3.60.

To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 10th day of each month, the total sum to the Secretary of the Council, submitting at the time of payment a statement in the form prescribed in Appendix A to this part of this Agreement.

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 sub-clause (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) Waar die werkewer 'n vennootskap is moet die inligting wat in 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 werkewer 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 veertien dae vanaf sodanige verandering aldus kennis gegee word.

(4) Daarbenewens moet elke werkewer hom ooreenkomsdig die bepalings van artikel *sewe-en-vyftig* van die Wet laat regstreer by die Afdelingsinspekteur van Arbeid in wie se inspektoraat sy ingrigting geleë is.

19. WERKENDE EIENAARS EN VENNOTE.

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

20. VERTONING VAN OOREENKOMS EN KENNISGEWINGS.

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

(ii) Daarbenewens moet die werkewer alle ander kennisgewings ooreenkomsdig die bepalings van artikel *agt-en-vyftig* van die Wet vertoon.

21. DIE HOU VAN REGISTERS.

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

22. VERTEENWOORDIGERS IN DIE RAAD EN VAKVERENIGINGSKOMITÉES VAN 'N NASIONALE AARD IN DIE NYWERHEID.

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

23. UURVOERING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die uitvoering van hierdie Ooreenkoms en mag vir die leiding van werkewers 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 gespesifiseerde 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) te vereis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak;
 - (d) te vereis dat alle betaalstate of boeke waarin daar boek gehou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging by hierdie Ooreenkoms vasgestel word, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.
- (2) Wanneer die agent so 'n plek betree, inspekteer of ondersoek, mag hy 'n tolk met hom saamneem.

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

(4) Alle klages wat die partye tot die Raad rig vir ondersoek deur agente, moet deur tussenkom van die Sekretaris van die Raad skriftelik ingediend word.

25. INDIENSNEMING VAN VAKVERENIGINGARBEID.

(1) Geen lid van die werkewersorganisasie 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 werkewersorganisasie is nie, werk nie; met dien verstande dat 'n lid van die werkewersorganisasie '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 *een-en-vyftig* (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkewer of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is.

(2) Where the employer is a partnership, information in accordance with sub-clause (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 sub-clause (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 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 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 questions put;
 - (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect and copy the same;
 - (d) require the production and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remuneration paid to an employee whose 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 any employee who is not eligible for membership of the trade unions; provided further that apart from the rights of an aggrieved person in terms of section *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) Vir die toepassing van hierdie klousule, beteken "Lidmaatskap" 'n lid ooreenkomsdig die bepalings van die konstitusie van die vakverenigings of werkgewersorganisasie.

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

Beide die vakverenigings en die werkgewersorganisasie moet die Raad voorsien van 'n lys van alle lede van hul onderskeie organisasies wat bedank het, geskrap is en geskors is. By ontvangoes van sodanige lys, moet die Sekretaris van die Raad die lid of lede van die betrokke organisasie mededeel dat sy kaart en/of sertifikaat van lidmaatskap nie meer vir die doel 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 inrigting oop is, sonder die uitdruklike toestemming van sy werkgever van sy werk af wegblie 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 werkgever 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 werkgever betaal en deur 'n werknemer aangeneem word nie.

28. VERBOD OP DIE INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN SESTIEN JAAR.

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

29. LEERLINGE.

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

(2) Aansoek om toestemming om as 'n leerling te werk, moet aan die Raad gerig word op die voorgeskrewe vorm en moet vergeesel gaan van 'n gebortesertifikaat of ander aanneemlike dokumentêre ouderdomsbewys en 'n geneeskundige sertifikaat in die vorm voorgeskryf in Aanhengsel C. Die koste van die geneeskundige onderzoek 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 werkgever 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 werkgever en die werknemer gegee is, enige sertifikaat wat ooreenkomsdig die bepalings van hierdie klousule uitgereik is, mag intrek afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstyk het of nie.

(4) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomsdig die bepalings van subklousule (3) van hierdie klousule uitgereik is, moet aan die werkgever verstrek 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 daartoe verleen het.

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

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

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

(i) Leerlingskappe in stoffeerwerk vir ateljeerusbanke, leerlingskappe in matrasmakyery en leerlingskappe in matrasnaaiers- en/of naaierswerk, mag in enigeen van genoemde klasse toegestaan word in 'n getalsverhouding

(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 SIXTEEN 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.

(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 sub-clause (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 sub-clause, whether or not the period for which permission was granted has expired.

(4) A duplicate copy of every certificate issued in terms of sub-clause (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 learnerships 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 pillows 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 learnership in mattress seamsters' or seamstresses' work, may be granted in a ratio, in any

van 'n leerling tot elke drie volwasse werknemers wat sodanige klas werk verrig; met dien verstande dat leerlingskappe in matrasmakery nie toegestaan mag word nie tensy die werkgewer ondergenoemde uitrusting vir die opleiding van die leerling beskikbaar het, naamlik: 'n Rolsoommasjien, 'n bandsoommasjien, 'n vulmasjien en 'n randstikmasjien of 'n matrasdeurernaaimasjien van enige soort.

- (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 of nie.
- (iii) Die bepalings van subklousule (6) (i) is nie van toepassing nie op inrigtings wat nie vir 'n aaneenlopende 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 stofsteerwerk in verband met ateljeerusbanke, matrasmakery en matrasnaisters- en /of naisterswerk 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 wat deur siekte en/of 'n ongeluk en/of 'n oorsaak buite sy beheer of deur militêre opleiding meegebring is en wat nie meer as altesam 24 werkdae beloop nie, in te haal nie. Vir die toepassing van hierdie klousule het die uitdrukking "militêre opleiding" dieselfde betekenis as in klousule 34 (d) van hierdie deel van die Ooreenkoms.

30. PAUSES IN DIE VOORMIDDAG EN DIE NAMIDDAG.

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

31. LEDEGELDE VIR VAKVERENIGINGS.

Elke werkgewer moet van die lone van daardie werknemers van hom wat lede van die vakverenigings is, die ledegelede afstrek wat aan sodanige vakverenigings betaalbaar is ooreenkomsdig die konstitusie van die betrokke vakverenigings. Die bedrae aldus afgetrek moet voor of op die tiende dag van die maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is, aan die Raad gestuur word saam met 'n staat in die vorm wat in Aanhengsel A by hierdie Deel van hierdie Ooreenkoms voorgeskryf word. Die vakvereniging of -verenigings moet elke werkgewer voorsien van 'n lys wat die name van lede van die vakverenigings wat by die werkgewer in diens is, bevat en wat die bydraes meld wat deur elke lid verskuldig is. Die vakvereniging of -verenigings moet die werkgewer 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 ingedien word.

Vir die toepassing van hierdie klousule, is die weeklikse bedrae wat van die loon van daardie werknemers wat lede van 'n vakvereniging is, afgetrek moet word, soos volg:

Lede wie se verdienste gedurende die week *hoogstens* R8.00 beloop: 20 sent.

Lede wie se verdienste gedurende die week *meer* as R8.00 beloop: 35 sent.

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 werkgewer 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 ooreenkomsdig die bepalings van hierdie Ooreenkoms aan sodanige werknemer betaal moet word, aan sodanige werknemer gee nie en sodanige werkgewer mag dit nie van sodanige werknemer ontvang nie.

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

34. DIENSBEËINDIGING.

(a) Die werkgewer of die werknemer moet een uur vooraf kennis gee van die beëindiging van 'n dienskontrak; met dien verstande dat die reg van 'n werkgewer 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 werkgewer en 'n werknemer skiftelik ooreenkomm om vir 'n langer tydperk as een uur kennis te gee, en versuum om aan sodanige reëeling te voldoen, is 'n verbreking van hierdie klousule.

of the said categories, of one learner to each of three adult employees engaged in such 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 roll edge machine, a tape edge machine, a filling machine and a border quilting machine or a tufting machine of any type.

(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 sub-clause (6) (i) shall not apply to establishments which have not been in existence for a consecutive period of twelve 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 losses 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 military training.

For the purpose of this sub-clause, the expression "military training" shall have the same meaning as in clause 34 (d) of this part of the Agreement.

30. FORENOON AND AFTERNOON BREAKS.

Every employee shall be given a break of ten 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 following that in respect of which the deductions were made together with a statement in the form prescribed in Appendix A to this part of this Agreement. The Trade Union or Unions will be required to 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 following are the weekly deductions to be made from the wages of those employees who are members of a trade union:—

Members whose earnings during the week *do not exceed* R8: 20 cents.

Members whose earnings during the week *exceed* R8: 35 cents.

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 sub-clause (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) '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 waарoor die werkgever en sy werknemer ooreenkomsig subklousule (b) van hierdie klousule ooreengeskoom 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 jaarlike verlof, militiere opleiding of met 'n tydperk van afwesigheid, weens siekte, van hoogstens ses weke in 'n bepaalde jaar saamval nie.

Vir die toepassing van hierdie Ooreenkoms beteken "militiere opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet onderragan, maar dit omvat die opleiding wat hy mag verkieks om ooreenkomsig artikel drie-en-twintig van genoemde Wet te onderragan of opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkieks om te onderragan nie.

35. VERBODE INDIENSNEMING.

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

36. GRONDSLAG VAN BETALING.

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

37. UURLOON.

Vir alle werk deur werknemers verrig, moet daar 'n uurloon betaal word. Die uurloon word bepaal deur die werklike weekloon 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 bepalings 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 Bedgoedmakers 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 ses werkdae 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 geneeskundige sertifikaat ten opsigte van enige afwesigheid van meer as twee dae in te dien as bewys van sodanige siekte of ongeluk.

40. BEDIENER VAN DIEPDEURSTIK-MATRASOORTREKMASJEN.

'n Werkgever kan 'n assistent by 'n diepdeurstik-matrasoortrekmasjen in diens neem om met die diepdeurstik-matrasoortrekmasjen te werk; met dien verstande dat sodanige masjen ook deur of twee matrasmakers of een matrasmaker en een leerling-matrasmaker gedoen moet word; voorts met dien verstande dat, indien slegs twee werknemers nodig is om genoemde diepdeurstik-matrasoortrekmasjen te bedien, een sodanige werknemer 'n matrasmaker moet wees en die ander 'n assistent soos hierin bedoel word.

Vir die toepassing van hierdie klousule kan 'n werknemer wat 'n diepdeurstik-matrasoortrekmasjen bedien en wat 'n loon ontvang wat minstens die loon is wat in Deel II van hierdie Ooreenkoms vir 'n matrasmaker voorgeskryf word, geag word 'n matrasmaker te wees.

41. UNIFORMS.

(1) Elke werkgever moet elke matrasmaker, naaister 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 daarvóor 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 saido wat aan hom verskuldig is, mag aftrek van besoldiging verskuldig aan sodanige werknemer by sodanige beëindiging.

(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 sub-clause (b) of this clause.

(d) The notice referred to in sub-clauses (a) and (b) shall not run concurrently with annual leave, military training, or to the extent of six weeks absence due to illness in any one year.

For the purpose of this Agreement "military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-section (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act or any training or service for which he volunteers or which he elects to undergo.

35. PROHIBITED EMPLOYMENT.

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.

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.

37. HOURLY RATE.

All work performed by employees shall be paid for at an hourly rate; the hourly rate to be determined by dividing the actual weekly wage by 44 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 six 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. DEEP QUILTING MATTRESS COVER MACHINE ASSISTANT.

An employer may employ a deep quilting mattress cover machine assistant on the deep quilting mattress cover machine; provided that such machine shall also be operated by either two mattress makers or one mattress maker and one learner mattress maker; provided further that if only two employees are necessary to operate the said deep quilting mattress cover machine one such employee shall be a mattress maker and the other may be an assistant as referred to herein.

For the purpose of this clause an employee who is engaged in operating a deep quilting mattress cover machine and who is in receipt of a wage of not less than the wage prescribed for a mattress maker in Part II of this Agreement may be deemed to be a mattress maker.

41. UNIFORMS.

(1) Every employer shall supply each mattress maker, 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 sub-clause (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 the 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.

AANHANGSEL A.

[Staat ingedien ooreenkomsdig die bepallings van kloousules 13 (iv) (a), 17 en 31 van Deel I van hierdie Ooreenkoms.]

Naam en adres van werkgever.

Vaam en adres van Maand eindigende

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

AANHANGSEL B.

[Kennisgewing vereis ingevolge klausule 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. ②	
Teepouse in naamiddag.....	nm. tot	nm.	

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
Month Ending _____

Amount payable to the Industrial Council for the Bedding Manufacturing Industry in respect of A, B and C

APPENDIX B.

[Notice required under Section 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 C.

GENEESKUNDIGE SERTIFIKAAT INGEVOLGE KLOUSULE
29 VAN DEEL I VAN HIERDIE OOREENKOMS.

Ek sertificeer dat ek (volle naam van pasiënt)

geslag _____, ras _____ wat verklaar dat hy/sy in
tans _____ jaar oud is, geneeskundig onderzoek het en dat
die uitslag soos volg is:Ek is daarvan oortuig nie daarvan oortuig nie dat hy/sy in
goeie gesondheid verkeer en gesik is vir indiensneming as 'n
leerling in die ambag _____ of enige
ambag, sonder dat daar gevaar vir hom/haar of vir ander bestaan:

- (a) Toestand van hart en bloedsomloop
- (b) Aanwesigheid of afwesigheid van liggaamlike gebreke of
wanskaperheid, met inbegrip van breuke
- (c) Toestand van longe
- (d) Toestand van mangels en adenoids
- (e) Toestand van kliere in nek
- (f) Toestand van tande
- (g) Gehoor
- (h) Gesig
- (i) Aansteeklike siekte
- (j) Pedikulose
- (k) Liggaamlike ontwikkeling

Plek _____ Geneeskundige Beampete.

Datum 19

DEEL II.

LONE.

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

	Van 29 Junie 1965 tot 28 Junie 1966.		Van 29 Junie 1966.
	Tot 28 Junie 1965.	Weekliks.	Weekliks.
	R	R	R
Ateljeerusbankmaker.....	28.00	28.00	28.00
Matrasmaker.....	19.00	20.00	21.00
Matrasnaaister en/of naaiester.....	15.50	16.00	16.75
Assistent by diepdeurstik-matras- oortrekmasjién.....	11.00	11.00	11.00
Algemene graad I-werker.....	10.50	10.50	10.50
Algemene graad II-werker.....	8.25	8.25	8.25
Matrasmaker se assistent.....	10.50	10.50	10.50
Los werkemmer.....	8.00	8.00	8.00
Meerderjarige leerling in stoffeer- werk vir ateljeerusbanke:-			
Gedurende eerste ses maande van leerlingskap.....	9.34	9.34	9.34
Gedurende tweede ses maande van leerlingskap.....	14.00	14.00	14.00
Gedurende derde ses maande van leerlingskap.....	18.67	18.67	18.67
Gedurende vierde ses maande van leerlingskap.....	21.00	21.00	21.00
Leerling-matrasmaker:-			
Gedurende eerste ses maande van leerlingskap.....	6.34	6.67	7.00
Gedurende tweede ses maande van leerlingskap.....	9.50	10.00	10.50
Gedurende derde ses maande van leerlingskap.....	12.67	13.33	14.00
Gedurende vierde ses maande van leerlingskap.....	14.25	15.00	15.75
Leerling-matrasnaaister en/of naai- ster:-			
Gedurende eerste ses maande van leerlingskap.....	5.17	5.34	5.59
Gedurende tweede ses maande van leerlingskap.....	7.75	8.00	8.38
Gedurende derde ses maande van leerlingskap.....	10.33	10.67	11.17
Gedurende vierde ses maande van leerlingskap.....	11.63	12.00	12.57
Versendingsklerk.....	15.88	15.88	15.88
Pakhuisman.....	15.88	15.88	15.88
Tydopnemer.....	15.88	15.88	15.88
Verpakker.....	11.69	11.69	11.69
Leerling-verpakker.....	7.97	7.97	7.97
Voorman.....	27.70	27.70	27.70
Motorvoertuigbestuurder van 'n voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleep- waens wat deur sodanige voer- tuig getrek word, die volgende is:			
(i) minder as 6,000 lb.....	15.39	16.14	16.89
(ii) van 6,000 lb. tot en met 10,000 lb.....	16.31	17.06	17.81
(iii) meer as 10,000 lb. en tot en met 14,000 lb.....	19.05	19.80	20.55
(iv) meer as 14,000 lb.....	22.72	23.47	24.22

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:-

	Up to the 28th June, 1965.	From the 29th June, 1965 to the 28th June, 1966.	From the 29th June, 1966.
	Per week.	Per week.	Per week.
	R	R	R
Studio couch maker.....	28.00	28.00	28.00
Mattress maker.....	19.00	20.00	21.00
Mattress seamster and/or seamstress.....	15.50	16.00	16.75
Deep quilting mattress cover machine assistant.....	11.00	11.00	11.00
Grade I general worker.....	10.50	10.50	10.50
Grade II general worker.....	8.25	8.25	8.25
Assistant to a mattress maker.....	10.50	10.50	10.50
Casual employee.....	8.00	8.00	8.00
Major learner in studio couch upholstery:			
During first six months of learnership.....	9.34	9.34	9.34
During second six months of learnership.....	14.00	14.00	14.00
During third six months of learnership.....	18.67	18.67	18.67
During fourth six months of learnership.....	21.00	21.00	21.00
Learner mattress maker:			
During first six months of learnership.....	6.34	6.67	7.00
During second six months of learnership.....	9.50	10.00	10.50
During third six months of learnership.....	12.67	13.33	14.00
During fourth six months of learnership.....	14.25	15.00	15.75
Learner mattress seamster and/or seamstress:			
During first six months of learnership.....	5.17	5.34	5.59
During second six months of learnership.....	7.75	8.00	8.38
During third six months of learnership.....	10.33	10.67	11.17
During fourth six months of learnership.....	11.63	12.00	12.57
Despatch clerk.....	15.88	15.88	15.88
Storeman.....	15.88	15.88	15.88
Timekeeper.....	15.88	15.88	15.88
Packer.....	11.69	11.69	11.69
Learner packer.....	7.97	7.97	7.97
Foreman.....	27.70	27.70	27.70
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:			
(i) under 6,000 lb.....	15.39	16.14	16.89
(ii) from 6,000 lb. up to and including 10,000 lb.....	16.31	17.06	17.81
(iii) over 10,000 lb. and up to and including 14,000 lb.....	19.05	19.80	20.55
(iv) over 14,000 lb.....	22.72	23.47	24.22

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

Hierdie Ooreenkoms is namens die partye op die 16de dag van Julie 1964 onderteken.

S. LEVIN, *Voorsitter.*
L. F. DE VILLIERS, *Ondervoorsitter.*
R. W. WARD, *Sekretaris.*

Nywerheidsraad vir die Beddegoednywerheid (Transvaal).

No. R. 176.] [5 Februarie 1965.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

BEDDEGOEDNYWERHEID, TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* 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 Goewermentskennisgewing No. R. 175 van 5 Februarie 1965, oor die algemeen vir persone 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 ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 177.] [5 Februarie 1965.
WET OP OORLOGSMAATREELS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEOPUBLISEER BY OORLOGSMAATREEL NO. 43 VAN 1942, SOOS GEWYSIG.

BEDDEGOEDNYWERHEID, TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreel No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Beddegoednywerheid, Transvaal, wat by Goewermentskennisgewing No. R. 175 van 5 Februarie 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

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NO.	BLADSY
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GOEWERMENTSKENNISGEWINGS.	
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R. 177. Wet op Oorlogsmaatreels, 1940: Beddegoednywerheid, Transvaal	17

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 Sixteenth day of July, 1964.

S. LEVIN, *Chairman.*
L. F. DE VILLIERS, *Vice-Chairman.*
R. W. WARD, *Secretary.*
Industrial Council for the Bedding Manufacturing Industry (Transvaal).

No. R. 176.] [5 February 1965.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* 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 No. R. 175 of the 5th February, 1965, to be, on the whole, not less favourable to the persons 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.

A. E. TROLLIP,
Minister of Labour.

No. R. 177.] [5 February 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of employees for whom wages are prescribed in the Agreement for the Bedding Manufacturing Industry, published under Government Notice No. R. 175 of the 5th February, 1965.

A. E. TROLLIP,
Minister of Labour.

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