



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 3224

PRICE (GST included) 30c PRYS (AVB ingesluit)

REGULASIEKOERANT No. 3224

Registered at the Post Office as a Newspaper

ABROAD 40c BUITELANDS

As 'n Nuusblad by die Poskantoor Geregistreer

POST FREE · POSVRY

VOL. 192]

CAPE TOWN, 30 JUNE 1981

[No. 7644

KAAPSTAD, 30 JUNIE 1981

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R.1345]

[30 June 1981

**INDUSTRIAL CONCILIATION ACT, 1956
BEDDING MANUFACTURING INDUSTRY,
TRANSVAAL
MAIN AGREEMENT**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Bedding Manufacturing Industry, shall be binding, with effect from 1 July 1981 and for the period ending 30 June 1983, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (5) (c), 22, 24, 25 and 31 of Chapter I and clause C (6) (e) of Chapter III, shall be binding, with effect from 1 July 1981 and for the period ending 30 June 1983, 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

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

No. R.1345]

[30 Junie 1981

**WET OP NYWERHEIDSVERSOENING, 1956
BEDDEGOEDNYWERHEID, TRANSVAAL
HOOFDOOREENKOMS**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beddegoednywerheid betrekking het, met ingang van 1 Julie 1981 en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (5) (c), 22, 24, 25 en 31 van Hoofstuk I en klousule C (6) (e) van Hoofstuk III, met ingang van 1 Julie 1983 en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from 1 July 1981 and for the period ending 30 June 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (5) (c), 22, 24, 25 and 31 of Chapter I and clause C (6) (e) of Chapter III, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA
Minister of Manpower

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY (TRANSSVAAL)

AGREEMENT

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

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

National Union of Furniture and Allied Workers of South Africa

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

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

DIVISION OF AGREEMENT

This Agreement is divided into three chapters as follows:

CHAPTER I

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

- Clause 1. Scope of application of Agreement.
- Clause 2. Period of operation of Agreement.
- Clause 3. Definitions.
- Clause 4. Closing of establishments for annual holiday shut-down.
- Clause 5. Piece-work and work under an incentive scheme.
- Clause 6. Outwork.
- Clause 7. Hours of work.
- Clause 8. Short-time.
- Clause 9. Payment of remuneration.
- Clause 10. Payment for overtime and work on a Sunday.
- Clause 11. Paid public holidays.
- Clause 12. Engagements and terminations of employment.
- Clause 13. Holiday Bonus Fund.
- Clause 14. Provision of tools.
- Clause 15. Exemptions.
- Clause 16. Existing learnership certificates.
- Clause 17. Expenses of the Council.
- Clause 18. Registration of employers.
- Clause 19. Working proprietors and partners.
- Clause 20. Exhibition of Agreement and notices.
- Clause 21. Keeping of records.
- Clause 22. Trade union representatives on the Council and committees of a national character in the Industry.
- Clause 23. Administration of Agreement.
- Clause 24. Agents.
- Clause 25. Employment of trade union labour.
- Clause 26. Absenteeism.

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (5) (c), 22, 24, 25 en 31 van Hoofstuk I en klousule C (6) (e) van Hoofstuk III, met ingang van 1 Julie 1981 en vir die tydperk wat op 30 Junie 1983 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA,
Minister van Mannekrag

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID (TRANSSVAAL)

OOREENKOMS

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

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

National Union of Furniture and Allied Workers of South Africa

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

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

INDELING VAN OOREENKOMS

Hierdie Ooreenkoms is in drie hoofstukke soos volg ingedeel:

HOOFSTUK I

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

- Klousule 1. Toepassingsbestek van Ooreenkoms.
- Klousule 2. Geldigheidsduur van Ooreenkoms.
- Klousule 3. Woordomsikrywing.
- Klousule 4. Sluiting van bedryfinrigtings vir die jaarlikse vakansie-sluiting.
- Klousule 5. Stukwerk en werk volgens 'n aansporingskema.
- Klousule 6. Buitewerk.
- Klousule 7. Werkure.
- Klousule 8. Korttyd.
- Klousule 9. Betaling van besoldiging.
- Klousule 10. Betaling vir oortydwerk en werk op Sondae.
- Klousule 11. Openbare vakansiedae met besoldiging.
- Klousule 12. Indiensneming en diensbeëindiging.
- Klousule 13. Vakansiebonusfonds.
- Klousule 14. Verskaffing van gereedskap.
- Klousule 15. Vrystellings.
- Klousule 16. Bestaande leerlingskapsertifikate.
- Klousule 17. Uitgawes van die Raad.
- Klousule 18. Registrasie van werkgewers.
- Klousule 19. Werkende eienaars en vennote.
- Klousule 20. Vertoning van Ooreenkoms en kennisgewings.
- Klousule 21. Die byhou van registers.
- Klousule 22. Vakverenigingsvertegenwoordigers in die Raad en komitees van 'n nasionale aard in die Nywerheid.
- Klousule 23. Administrasie van Ooreenkoms.
- Klousule 24. Agente.
- Klousule 25. Indiensneming van vakverenigingsarbeid.
- Klousule 26. Absenteïsme.

- Clause 27. Wages.
 Clause 28. Prohibition of employment of any person under the age of 15 years.
 Clause 29. Learners.
 Clause 30. Paid sick leave.
 Clause 31. Subscriptions to trade union.
 Clause 32. Employees engaged in more than one operation.
 Clause 33. Abatement of wages.
 Clause 34. Termination of employment.
 Clause 35. Prohibited employment.
 Clause 36. Basis of payment.
 Clause 37. Hourly rate.
 Clause 38. *Ultra vires*.
 Clause 39. Employment of Grade IIIA employees.
 Clause 40. Uniforms.
 Clause 41. Prohibition of contract work and/or hire of labour.
 Clause 42. Shift work.

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

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

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

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

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

Appendix F. Statement of deductions made from wages.

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

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

CHAPTER II

Minimum wages.

CHAPTER III

Employment conditions applicable to drivers of motor vehicles.

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 (1) of the Act, and shall continue in operation for a period ending on 30 June 1983 or such period as may be determined by him.

3. DEFINITIONS

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

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

Klousule 27. Lone.

Klousule 28. Verbod op die indiensneming van enigeen onder die ouderdom van 15 jaar.

Klousule 29. Leerlinge.

Klousule 30. Siekterverlof met besoldiging.

Klousule 31. Ledegeld vir vakvereniging.

Klousule 32. Werknemers wat by meer as een werksaamheid betrokke is.

Klousule 33. Loonkorting.

Klousule 34. Diensbeëindiging.

Klousule 35. Verbode indiensneming.

Klousule 36. Grondslag van betaling.

Klousule 37. Uurloon.

Klousule 38. *Ultra vires*.

Klousule 39. Indiensneming van werknemers graad IIIA.

Klousule 40. Uniforms.

Klousule 41. Verbod op kontrakwerk en/of die huur van arbeid.

Klousule 42. Skofwerk.

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

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

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

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

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

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

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

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

HOOFSTUK II

Minimum lone.

HOOFSTUK III

Diensvoorwaardes van toepassing op drywers van motorvoertuie.

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Manekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 30 Junie 1983 eindig of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

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

„Wet” die Wet op Nywerheidsversoenig, 1956;

„assistent-versendingsklerk” ’n werknemer wat die versendingsklerk onder sy regstreekse toesig bystaan;

„assistent-stoorman” ’n werknemer wat die stoorman onder sy regstreekse toesig bystaan;

„assistent-tydbeampte” ’n werknemer wat die tydbeampte onder sy regstreekse toesig bystaan;

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

- (a) Mattresses, spring mattresses, overlays, bolsters, cushions for studio couches and spring units;
- (b) studio couches;
- (c) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (a) and (b) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles.

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

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

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

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

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

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

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

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

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

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

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

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

"Grade I employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clause 2 of Chapter II of the Agreement;

"Grade 1A employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry with the exception of the operations provided for the employees in clauses 2, 3, 4, 5, 6, 7 and 9 of Chapter II of the Agreement;

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

- (a) Matrasse, veermatrasse, bomatrasse, peule, kussings vir ateljeerusbanke en veereenhede;
- (b) ateljeerusbanke;
- (c) alle werksaamhede en prosesse wat in verband staan met die vervaardiging van die artikels in paragrafe (a) en (b) genoem, indien uitgevoer deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonderd die werksaamhede en prosesse by die vervaardiging en/of montering van die metaaldele van sodanige artikels.

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

„opsigter" 'n werknemer wat op die fabriekspersoneel woon en verantwoordelik is vir een of meer van die volgende pligte:

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

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

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

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

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

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

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

„voorman" en/of „toesighouer" 'n werknemer wat in 'n toesig-

houdende hoedanigheid diens doen en wat, onder andere by die uitvoering van sy pligte, wat regstreeks in verband moet staan met die produksie van beddegoed in sy geheel of gedeeltelik—

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

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

„werknemer graad I" 'n werknemer wat een van of al die werksaamhede in die Beddegoednywerheid verrig wat in klousule 2 van Hoofstuk II van die Ooreenkoms bedoel word;

„werknemer graad 1A" 'n werknemer wat een van of al die werksaamhede in die Beddegoednywerheid verrig, uitgesonderd dié werksaamhede voorgeskryf vir werknemers in klousules 2, 3, 4, 5, 6, 7 en 9 van Hoofstuk II van die Ooreenkoms bedoel word;

"Grade II employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clauses 3 and 5 of Chapter II of the Agreement;

"Grade III employee" means an employee who performs any or all of the operations performed in the Bedding Manufacturing Industry referred to in clauses 6 and 9 of Chapter II of the Agreement;

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

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

"Grade IV chargehand" means an employee who customarily and regularly directs, subject to the instructions of the management, the work of Grade IV employees in one or more sections of an establishment whilst he himself is also engaged in the performance of Grade IV operations;

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

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

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

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

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

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

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

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

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

"skilled employee" means a Grade II employee who performs any or all of the operations performed in the Bedding Manufacturing Industry with the exception of the operations provided for Grade IA, Grade III, Grade IIIA and Grade IV employees in Chapter II of the Agreement and who—

- (a) is in possession of a Grade II certificate and/or Diploma issued by the Council; and
- (b) is in possession of a working card issued by the Council in terms of clause 12 of Chapter I;

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

"supervisor"—see "foreman";

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

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

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

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

„werknemer graad II” ’n werknemer wat een van of al die werksaamhede in die Beddegoednywerheid verrig wat in klousules 3 en 5 van Hoofstuk II van die Ooreenkoms bedoel word;

„werknemer graad III” ’n werknemer wat een van of al die werksaamhede in die Beddegoednywerheid verrig wat in klousules 6 en 9 van Hoofstuk II van die Ooreenkoms bedoel word;

„werknemer graad IIIA” ’n werknemer wat een van of al die werksaamhede in die Beddegoednywerheid verrig wat in klousule 4 van Hoofstuk II van die Ooreenkoms bedoel word;

„werknemer graad IV” ’n werknemer wat een van of al die werksaamhede in die Beddegoednywerheid verrig wat in klousule 7 van Hoofstuk II van die Ooreenkoms bedoel word;

„onderbaas graad IV” ’n werknemer wat, behoudens die opdragte van die bestuur, op die gebruikelike wyse en gereeld die werk van werknemers graad IV in een of meer seksies van ’n bedryfsinrigting reël terwyl hyself ook betrokke is by die verrigting van die werksaamhede van werknemers graad IV;

„Vakansiebonusfonds” die Transvaalse Vakansiebonusfonds vir Beddegoedwerkers wat ingevolge klousule 13 (4) (a) van Hoofstuk I voorgesit en deur die Raad geadmineistreer word;

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

„siekte” liggaamlike ongeskiktheid weens ongesteldheid of besering as gevolg waarvan ’n werknemer nie in staat is om te werk nie, maar uitgesonderd ongeskiktheid waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is en/of ongeskiktheid wat spruit uit wanordelike gedrag, opsetlike besering, wan-gedrag, of die misbruik van sterk drank, alkohol of dwelm-middels;

„jeugdige” ’n werknemer onder die ouderdom van 21 jaar, uitgesonderd vakleerlinge en leerlinge;

„leerling” ’n werknemer, uitgesonderd ’n vakleerling, wat in diens is om ’n klas werk te leer wat in sy leerling-/of vrystelling-sertifikaat gespesifiseer word;

„militêre diens” diens ingevolge die Verdedigingswet, 1957;

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

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

„korttyd” ’n vermindering van die getal gewone werkure in ’n bedryfsinrigting weens ’n handelslapte, ’n tekort aan grondstowwe of ’n algemene onklaarraking van uitrusting of masjinerie veroorsaak deur ’n ongeluk of ’n ander onvoorsiene noodtoestand;

„geskoolde werknemer” ’n werknemer graad II wat een of meer van die werksaamhede in die Beddegoednywerheid verrig, uitgesonderd die werksaamhede in Hoofstuk II van die Ooreenkoms vir werknemers graad IA, graad III, graad IIIA en graad IV voorgeskryf, en wat—

- (a) in besit is van ’n graad II-sertifikaat en/of -diploma wat deur die Raad uitgereik is; en
- (b) in besit is van ’n werkkaart wat ooreenkomstig klousule 12 van Hoofstuk I deur die Raad uitgereik is;.

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

„toesighouer”—kyk „voorman”;

„tydbeampte” ’n persoon wat verantwoordelik is vir ’n tydop-nemingsstoel en/of -stelsel en/of rekords hou wat met hierdie soort werk in verband staan;

„loon” daardie gedeelte van die besoldiging wat in die vorm van geld aan ’n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in Hoofstukke II en III van hierdie Ooreenkoms, of, waar ’n werkgewer gewoonlik aan ’n werknemer ’n hoër bedrag ten opsigte van dié gewone werkure betaal as dié wat aldus voorgeskryf word, dié hoër bedrag;

„werkende eienaar” of „werkende vennoot” ’n werkgewer wat persoonlik een van die werksaamhede gespesifiseer in Hoof-stuk II of III van hierdie Ooreenkoms in sy eie bedryfsinrigting verrig;

„wag” ’n werknemer wat in diens geneem word deur ’n werk-gewer wat by die Raad geregistreer is of moet word om persele of ander onroerende goed te bewaak.

4. CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

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

- (a) From the evening of 18 December 1981 to re-opening time on the morning of Tuesday, 12 January 1982;
- (b) from the evening of 22 December 1982 to re-opening time on the morning of Tuesday, 18 January 1983.

5. PIECE-WORK AND WORK UNDER AN INCENTIVE SCHEME

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

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

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

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

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

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

6. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Bedding Manufacturing Industry elsewhere than in his establishment except when such work is in completion of an order placed with such employer and is performed in premises owned or occupied by the person for whom the work is undertaken.

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

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

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

7. HOURS OF WORK

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

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

4. SLUITING VAN BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

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

- (a) Vanaf die aand van 18 Desember 1981 tot die heropeningstyd op die oggend van Dinsdag, 12 Januarie 1982;
- (b) vanaf die aand van 22 Desember 1982 tot die heropeningstyd op die oggend van Dinsdag, 18 Januarie 1983.

5. STUKWERK EN WERK VOLGENS 'N AANSPOINGSKEMA

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

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

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

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

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

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

6. BUITEWERK

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

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

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

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

7. WERKURE

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

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

- (b) to work for more than eight hours, excluding meal intervals, on any one day: Provided that in any factory in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hour; or
 - (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph a period of work interrupted by an interval of less than one hour shall be deemed to be continuous; or
 - (d) who is a female, to work—
 - (i) between 06h00 and 18h00; or
 - (ii) after 13h00 on more than five days in any week.
- (2) Notwithstanding the provisions of subclause (1) (a) and (b) and subject to the provisions of clause 10 of this Chapter, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—
- (a) 10 hours; or
 - (b) with the prior permission of the Council, a number of hours in excess of 10, fixed by the Council by notice in writing to the employer, specifying the employee or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

- (i) for more than two hours on any day;
 - (ii) on more than three consecutive days;
 - (iii) on more than 60 days in any year;
 - (iv) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (aa) given notice thereof to such employee before midday; or
 - (ab) provided such employee with an adequate meal before she has to commence overtime; or
 - (ac) paid such employee an allowance of 30c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.
- (3) An employee shall be deemed to be working in addition to any period 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 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 part 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 part of such period.

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

8. SHORT-TIME

(1) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant or machinery 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 short-time until the hours of work on short-time fall below 35 per week over a continuous period of four weeks.

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

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

- (i) die gewone werkure hoogstens vyf op een dag in elke week is, vereis of hy toegelaat mag word om vir 'n bykomende tydperk van hoogstens 'n halfuur op elk van die oorblywende dae van die week te werk; of
 - (ii) die werknemers nie gewoonlik op meer as vyf dae per week werk nie, vereis of hy toegelaat mag word om op enige werkdag vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of
- (c) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat 'n werktydperk onderbreek deur 'n pouse van minder as een uur vir die toepassing van hierdie paragraaf geag word aaneenlopend te wees; of
- (d) as dit 'n vrou is—
- (i) tussen 06h00 en 18h00 te werk nie; of
 - (ii) na 13h00 op meer as vyf dae in 'n week te werk nie.

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

- (a) 10 uur; of
 - (b) as die toestemming van die Raad vooraf verkry is, 'n getal ure wat meer as 10 mag wees, wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gespesifiseer word:
- Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar toelaat om oortydwerk te verrig—
- (i) vir meer as twee uur op 'n dag nie;
 - (ii) op meer as drie agtereenvolgende dae nie;
 - (iii) op meer as 60 dae in 'n jaar nie;
 - (iv) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag nie, tensy hy—
 - (aa) voor middag aan so werknemer daarvan kennis gegee het; of
 - (ab) 'n toereikende maaltyd aan so 'n werknemer verskaf voordat sy met oortydwerk begin; of
 - (ac) so 'n werknemer 'n toelae van 30c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk moet begin.

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

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

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

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

8. KORTTYD

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

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

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

9. PAYMENT OF REMUNERATION

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

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

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

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

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

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

- Any deduction which an employer is legally or by order of any competent court required or permitted to make;
- with the written consent of the employee, deductions for insurance or pension funds;
- contributions to the funds of the trade union in terms of clause 31 of this Chapter;
- any other deductions in terms of this Agreement or any other agreement of the Council.

10. PAYMENT FOR OVERTIME AND WORK ON A SUNDAY

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

- for all time worked in excess of 44 hours in any one week or the normal hours of the establishment per week where such ordinary hours of work are less than 44 hours; and/or
- where an employee does not complete the total number of hours ordinarily worked by the establishment, owing to illness for which he must produce a medical certificate on the day he resumes work, and he is required to work before the normal starting and/or finishing time of the establishment (other than time worked on a Sunday), even if the hours so worked are insufficient to complete the total number of hours ordinarily worked by the establishment:

9. BETALING VAN BESOLDIGING

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

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

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

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

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

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

- Enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;
- met die skriftelike toestemming van die werknemer, bedra vir versekerings- of pensioenfondse;
- bydraes tot die fondse van die vakvereniging ingevolge klousule 31 van hierdie Hoofstuk;
- enige ander bedra wat ingevolge hierdie Ooreenkoms of enige ander ooreenkoms van die Raad afgetrek moet word.

10. BETALING VIR OORTYDWERK EN WERK OP SONDAE

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

- vir alle tyd wat langer as 44 uur in 'n bepaalde week gewerk word of vir die gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is; en/of
- waar 'n werknemer nie die volle getal ure voltooi wat die bedryfsinrigting gewoonlik werk nie weens siekte waarvoor hy 'n mediese sertifikaat moet toon op die dag wanneer hy sy werk hervat, en daar van hom vereis word om voor die gewone aanvangs- en/of sluitingstyd van die bedryfsinrigting te werk (uitgesonderd tyd wat op Sondae gewerk word), selfs indien die ure aldus gewerk onvoldoende is om die volle getal ure te voltooi wat die bedryfsinrigting gewoonlik werk:

Provided that should an employee be absent from work—

- (i) on a public holiday referred to in clause 11 of this Chapter on which the employee was not required to work; or
- (ii) during any or all of the ordinary hours of work which are observed in his employer's establishment, upon the request or instruction of his employer; or
- (iii) during the ordinary hours of work during the first and last working weeks of the year which were not worked by the establishment owing to the establishment being closed for the annual holiday shut-down in terms of clause 4 of this Chapter;

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

- (2) (a) For any time worked on a Sunday not exceeding four hours, an employee shall be paid at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week-day.
- (b) For any time worked on a Sunday exceeding four hours, an employee shall be paid remuneration at a rate of not less than double his ordinary hourly rate of remuneration, in respect of the total period worked on such Sunday.
- (3) Notwithstanding the provisions of subclause (1)—
- (a) no overtime in excess of 10 hours per week may be worked by an establishment unless the employer concerned has obtained the prior permission of the Council in the manner prescribed in clause 7 (2) (b) of this Chapter of the Agreement;
- (b) overtime of 10 hours or less per week may be worked by an establishment provided the employer concerned advises the Secretary of the Council, in writing, of the fact within seven days of such overtime being worked.

11. PAID PUBLIC HOLIDAYS

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

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

- (a) Good Friday;
- (b) the annual closing date prescribed in terms of clause 4 of this Chapter,

the employee shall nevertheless be entitled to payment for—

- (i) in the case of (a) above, Good Friday and Family Day, and
- (ii) in the case of (b) above, Day of the Vow, Christmas Day and New Year's Day.

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

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

- (a) The Friday after Ascension Day;
- (b) the first two days of the Jewish New Year;
- (c) the Jewish Day of Atonement;
- (d) the Friday after Day of the Vow, whenever the latter day falls on a Thursday.

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

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

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

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

- (i) op 'n openbare vakansiedag in kousule 11 van hierdie Hoofstuk bedoel waarop daar nie van die werknemer vereis word om te werk nie; of
- (ii) gedurende enige of al die gewone werkure wat in sy werkgewer se bedryfsinrigting nagekom word, op versoek of op las van sy werkgewer; of
- (iii) gedurende die gewone werkure tydens die eerste of laaste werkweke van die jaar toe die bedryfsinrigting nie gewerk het nie omdat dit vir die jaarlikse vakansiesluiting ingevolge kousule 4 van hierdie Hoofstuk gesluit was;

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

- (2) (a) Vir alle tyd van hoogstens vier uur op 'n Sondag gewerk, moet 'n werknemer betaal word teen minstens een en 'n half maal die besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.
- (b) Vir alle tyd van meer as vier uur op 'n Sondag gewerk, moet 'n werknemer besoldiging ontvang van minstens dubbel sy gewone uurlikse besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk.
- (3) Ondanks subkousule (1)—
- (a) mag 'n bedryfsinrigting nie meer as 10 uur oortyd per week werk nie, tensy die betrokke werkgewer vooraf die Raad se toestemming verkry het op die wyse voorgeskryf in kousule 7 (2) (b) van hierdie Hoofstuk van die Ooreenkoms;
- (b) mag 'n bedryfsinrigting 10 uur of minder per week oortydwerk verrig, mits die betrokke werkgewer die Sekretaris van die Raad daarvan in kennis stel binne sewe dae nadat dié oortydwerk verrig is.

11. OPENBARE VAKANSIEDAE MET BESOLDIGING

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

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

- (a) Goeie Vrydag;
- (b) die jaarlikse sluitingsdatum voorgeskryf ingevolge kousule 4 van hierdie Hoofstuk,

is die werknemer desondanks geregtig op betaling vir—

- (i) in die geval van (a) hierbo, Goeie Vrydag en Gesinsdag, en
- (ii) in die geval van (b) hierbo, Gelofte dag, Kersdag en Nuwejaarsdag.

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

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

- (a) Die Vrydag na Hemelvaartsdag;
- (b) die eerste twee dae van die Joodse Nuwejaar;
- (c) die Joodse Versoendag;
- (d) die Vrydag na Gelofte dag as laasgenoemde op 'n Donderdag val.

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

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

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

12. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

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

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

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

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

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

13. HOLIDAY BONUS FUND

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

(a) The Holiday Bonus Fund moneys shall be equal to 15 per cent of the employee's remuneration as defined in subclause (2): Provided that—

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

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

(iii) the employee shall have worked or be deemed to have worked 44 hours or more in any one week or the normal ordinary hours of the establishment per week where such ordinary hours of work are less than 44 hours or the total number of hours that it was possible for the employee to have worked owing to short-time; or

(b) the Holiday Bonus Fund moneys shall be equal to 10 per cent of the employee's remuneration as defined in subclause (2) if the employee worked, or be deemed to have worked, up to half an hour less than the hours specified in paragraph (a) or than the total number of hours that it was possible for the employee to have worked owing to short-time; or

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

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

(2) (a) For the purposes of this clause "remuneration" means the total amount earned by an employee through his employment, obtained by multiplying the hours worked or deemed to have been worked by the hourly rate and/or the wage rate per hour applicable, depending on when such hours were worked and shall include the total amount of any remuneration owing to the employee because of any underpayment of remuneration due to the employee in terms of this Agreement. The words "the hours worked" contained in the definition of "remuneration" in this

12. INDIENSNEEMING EN DIENSBEÏNDIGING

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

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

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

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

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

13. VAKANSIEBONUSFONDS

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

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

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

(ii) die werknemer gedurende die eerste week van diensaanvaarding die maksimum getal gewone ure moes gewerk het of geag word te gewerk het dat dit vir die werknemer moontlik was om in die bedryfsinrigting te gewerk het, of die totale getal ure wat dit vir die werknemer moontlik was om vanweë korttyd te gewerk het; of

(iii) die werknemer 44 uur of langer in 'n bepaalde week moes gewerk het of geag word te gewerk het, of die normale gewone ure van die bedryfsinrigting per week waar dié gewone werkure minder as 44 uur is of die totale getal ure wat dit vir die werknemer moontlik was om vanweë korttyd te gewerk het; of

(b) die Vakansiebonusfondsgeld moet gelyk wees aan 10 persent van die werknemer se besoldiging soos in subklousule (2) omskryf indien die werknemer tot 'n halfuur minder gewerk het of geag word te gewerk het as die getal ure in paragraaf (a) voorgeskryf, of as die totale getal ure wat dit vir die werknemer moontlik was om vanweë korttyd te gewerk het; of

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

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

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

subclause shall mean the total hours worked or deemed to have been worked during any one month or, should the employee not have worked a month, such lesser period of employment.

- (b) The expression "deemed to have been worked" contained in the definition of "remuneration" in this subclause, shall mean such period an employee was unable to work whilst undergoing military service for a maximum period of four months or on the paid public holidays referred to in clause 11 (1) and 11 (3) or with the consent or subsequent approval of the employer, did not work.
- (c) Any period of absence owing to illness shall not be considered to be a period during which the employee is deemed to have worked.
- (d) The expression "the wage rate per hour applicable, depending on when such hours were worked" after the words "by the hourly rate and/or" in the definition of "remuneration" in this subclause shall mean the wage rate payable per hour in terms of clauses 10 and 11 of the Agreement; that is one and a half times or twice or two and a half times the hourly rate, as the case may be.

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

- (4) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclause (1) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposit into the Transvaal Bedding Workers' Holiday Bonus Fund established under Government Notice 492 of 24 March 1961, and styled the "Transvaal Bedding Workers' Holiday Fund" and the Transvaal Bedding Workers' Bonus Fund, established under Government Notice R.17 of 8 January 1971 and subsequently amalgamated and styled as the "Holiday Bonus Fund" in terms of Government Notice R.1514 of 8 August 1975, which is hereby continued.

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

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

- (c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

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

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

- (b) All moneys paid to the Holiday Bonus Fund shall be deposited in a banking account to be opened in the name of the Holiday Bonus Fund. All payments from the Holiday Bonus Fund shall

gedurende 'n maand gewerk het of geag word te gewerk het of, indien hy nie 'n volle maand gewerk het nie, sodanige minder diensure.

- (b) Die uitdrukking „geag word te gewerk het” in die omskrywing van „besoldiging” in hierdie subklousule beteken die tydperk waarin dit vir die werknemer nie moontlik was om te werk nie omdat hy militêre diens ondergaan het oor 'n maksimum tydperk van vier maande, of wat hy nie gewerk het nie vanweë die openbare vakansiedae met besoldiging in klousule 11 (1) en 11 (3) bedoel of met die toestemming of latere goedkeuring van sy werkgever.
- (c) 'n Tydperk van afwesigheid as gevolg van siekte moet nie beskou word as 'n tydperk waartydens 'n werknemer geag word te gewerk het nie.
- (d) Die uitdrukking „die loontarief per uur wat van toepassing is, afhange van wanneer hy dié ure gewerk het” ná die woorde „met die uurtarief en/of” in die omskrywing van „besoldiging” in hierdie subklousule beteken die loontarief betaalbaar per uur ingevolge klousules 10 en 11 van die Ooreenkoms; dit wil sê een en 'n half maal of twee maal of twee en 'n half maal die uurtarief, na gelang van die geval.

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

- (4) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousule (1) betaalbaar is maand vir maand en wel voor of op die 10de dag van elke maand wat volg op dié maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal om gestort te word in die Transvaalse Vakansiebonusfonds vir Beddegoedwerkers ingestel by Goewermentskennissgewing 492 van 24 Maart 1961, en genoem die „Transvaalse Vakansiebonusfonds vir Beddegoedwerkers” en die Transvaalse Bonusfonds vir Beddegoedwerkers ingestel by Goewermentskennissgewing R.17 van 8 Januarie 1971, wat daarna ingevolge Goewermentskennissgewing R.1514 van 8 Augustus 1975 geamalgameer het en genoem word die Vakansiebonusfonds wat hierby voortgesit word.

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

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

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

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

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

- (b) Alle geld wat in die Vakansiebonusfonds gestort word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. Alle betalings uit die Fonds moet geskied

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

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

Between 7 and 13 December, each employee shall be paid a holiday bonus equal to the amount paid into the Holiday Bonus Fund in respect of him during the year ending the last week of September.

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

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

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

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

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

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

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

(13) In the event of the dissolution of the Council, or in the event of its ceasing to function during any period in which this Agreement is still binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday Bonus Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Bonus Fund impracticable or undesirable in the opinion of the Regis-

teur middel van tjeks getrek op die Fonds se rekening, en dié tjeks moet geteken word deur drie persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie betalings ingevolge hierdie klousule gedoen word, en ook van die bedrag wat ten opsigte van hom in die Vakansiebonusfonds gestort word.

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

Tussen 7 en 13 Desember moet daar aan elke werknemer 'n vakansiebonus betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van September ten opsigte van hom in die Vakansiebonusfonds gestort is.

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

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

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

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

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

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

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

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

trar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. If upon the expiry of this Agreement there is no Council in existence the Holiday Bonus Fund shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (14) of this clause.

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

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

14. PROVISION OF TOOLS

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

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

15. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, 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.

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption shall operate;
 - (d) the period for which the exemption shall operate; and
 - (e) the reason for the exemption being granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

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

16. EXISTING LEARNERSHIP CERTIFICATES

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

17. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 12c per week from the wages of each of his employees (other than casual employees): Provided that no deduction shall be made in respect of those weeks during which an employee worked less than 16 hours.

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

(3) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclauses (1) and (2) shall be paid by the employer month by month, and not later than the 10th day of

van die komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdhede van die komitee. Indien daar by die verval van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiebonusfonds deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwdeer word op die wyse voorgeskryf in subklousule (14) van hierdie klousule.

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

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

14. VERSKAFING VAN GEREEDSKAP

Die werkgever moet werksbanke, klampe, handskroewe, lympotte en alle kwaste verskaf.

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

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

15. VRYSTELLINGS

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

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

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes soos bepaal ooreenkomstig subklousule (2), waarop vrystelling verleen word;
 - (d) die tydperk waarvoor die vrystelling van krag sal wees; en
 - (e) die rede waarom vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
 - (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

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

16. BESTAANDE LEERLINGSKAPSERTIFIKATE

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

17. UITGAWES VAN DIE RAAD

(1) Ter bestryding van die uitgawes van die Raad moet elke werkgever 12c per week aftrek van die loon van elkeen van sy werknemers, uitgesonderd los werknemers: Met dien verstande dat in gevalle waar die werknemer minder as 16 uur per week werk daar geen bedrae afgetrek word nie.

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

(3) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousules (1) en (2) betaalbaar is, maand vir maand en wel voor of op die 10de dag van elke maand wat volg op dié

each month following that in respect of which they are due, to the Secretary of the Council. When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to this Agreement.

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

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

18. REGISTRATION OF EMPLOYERS

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

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

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

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

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

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

(5) Every employer in the Industry on 3 December 1979 and every employer who enters the Industry after the said date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, lodge with the Council a cash amount or guarantee acceptable to the Council, to cover the payment in respect of his employees as follows:

- (a) One week's wages;
- (b) 13 weeks' levies and contributions in respect of—
 - (i) Holiday Bonus Fund contributions in terms of clause 13;
 - (ii) levies to the Council in terms of clause 17;
 - (iii) Training Fund contributions in terms of clause 4 of the Training Fund Agreement;
 - (iv) Provident Fund contributions in terms of clause 4 of Chapter II of the Provident Fund Agreement;

Provided that the minimum guarantee shall be for an amount of R500.

(6) Where the cash amount or guarantee lodged by any employer is insufficient to cover the payment of wages and levies/contributions referred to in subclause (5), the employer shall on demand by the Council increase the cash amount or guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his cash amount or guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no reduction of the amount of any cash amount or guarantee shall be required or permitted at intervals of less than six months: Provided further that the minimum amount shall not be less than R500 at any given time.

(7) The Council shall be entitled to utilise any cash amount or guarantee lodged by an employer with the Council in terms of subclause (5), to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any wages which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employees shall not exceed the

maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad betaal. Wanneer die werkgewer sodanige bedrae betaal, moet hy 'n staat verstrek in die vorm wat in Aanhangel F van hierdie Ooreenkoms gespesifiseer word.

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

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

18. REGISTRASIE VAN WERKGEWERS

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

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

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

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

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

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

(5) Elke werkgewer in die Nywerheid op 3 Desember 1979 en elke werkgewer wat na gemelde datum tot die Nywerheid toetree, moet binne sewe dae na sodanige datum, of na die datum waarop sodanige werkgewer met werksaamhede begin, na gelang van die geval, by die Raad 'n kontant bedrag of waarborg indien vir die Raad aanvaarbaar is, om die betaling ten opsigte van sy werknemers te dek soos volg:

- (a) Een week se lone;
- (b) 13 weke se heffings en bydraes ten opsigte van—
 - (i) Vakansiebonusfondsybydraes ingevolge klousule 13;
 - (ii) heffings aan die Raad ingevolge klousule 17;
 - (iii) Opleidingsfondsybydraes ingevolge klousule 4 van die Opleidingsfondsooreenkoms;
 - (iv) Voorsorgfondsybydraes ingevolge klousule 4 van Hoofstuk II van die Voorsorgfondsooreenkoms;

Met dien verstande dat die minimum waarborg vir 'n bedrag van R500 moet wees.

(6) Waar die kontantbedrag of waarborg wat deur die werkgewer gestort is, onvoldoende is om die betaling van lone en heffings/bydraes te dek wat in subklousule (5) genoem word, moet die werkgewer die kontantbedrag of waarborg op aanvraag van die Raad tot 'n bedrag verhoog wat voldoende is om sodanige betaling te dek.

'n Werkgewer kan die bedrag van sy kontantbedrag of waarborg verminder as 'n vermindering van die getal werknemers wat hy in sy diens het, so 'n vermindering regverdig: Met dien verstande dat geen vermindering van 'n kontantbedrag of waarborg met tussenpose van minder as ses maande vereis of toegelaat mag word nie: Voorts met dien verstande dat die minimum bedrag minstens R500 op 'n bepaalde tyd moet wees.

(7) Die Raad kan 'n kontantbedrag of waarborg wat 'n werkgewer ingevolge subklousule (5) by die Raad gestort het, aanwend om enige bedrag te betaal wat so 'n werkgewer aan die Raad skuld ten opsigte van heffings en bydraes of om die lone te betaal wat so 'n werkgewer aan een of meer van sy werknemers skuld, as die Raad daarvan oortuig is dat sodanige lone deur die betrokke werkgewer aan die betrokke werknemers verskuldig en betaalbaar is: Met dien verstande dat die totale eis ten opsigte van een of meer werknemers nie meer mag wees

total amount of the cash amount or guarantee lodged with the Council: Provided further that the amount any employee is entitled to claim as wages shall not exceed that portion of the cash amount or guarantee lodged with the Council, which represents wages.

19. WORKING PROPRIETORS AND PARTNERS

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

20. EXHIBITION OF AGREEMENT AND NOTICES

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

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

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

21. KEEPING OF RECORDS

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

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

Every employer shall grant to any of his employees who are representatives on the Council or on committees of the furniture trade union 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 provision thereof for the guidance of employers and employees.

24. AGENTS

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

- (a) enter, inspect and examine any premises or place in which the Bedding Manufacturing Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
 - (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employee to answer the 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 of and inspect, examine and copy all pay sheets or books wherein an account is kept of actual remuneration paid to an employee whose wages are determined by this Agreement.
- (2) The agent, when entering, inspecting or examining any such place, may take with him an interpreter.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agents all the facilities referred to.
- (4) All complaints by parties to the Council for investigation by agents, shall be lodged through the Secretary of the Council in writing.

25. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall employ an employee unless such employee is a member of the trade union and no member of the trade union shall work for an employer who is not a

as die totale kontantbedrag of waarborg wat by die Raad gestort is nie: Voorts met dien verstande dat die bedrag wat 'n werknemer as lone kan eis, nie meer mag wees nie as dié gedeelte van die kontantbedrag of waarborg wat by die Raad gestort is en wat lone verteenwoordig.

19. WERKENDE EIENAARS EN VENNOTE

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

20. VERTONING VAN OOREENKOMS EN KENNISGEWING

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

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

(3) Elke werkgever moet 'n kennisgewing in die vorm voorgeskryf in Aanhangsel B van hierdie Hoofstuk wat die aanvangs- en uitskeite van werk vir elke dag van die week, die etenspouse en die teepouses in die voor- en namiddag meld, op 'n plek in sy bedryfsinrigting vertoon wat gereedlik vir sy werknemers toeganklik is.

21. DIE BYHOU VAN REGISTERS

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

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

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

23. ADMINISTRASIE VAN OOREENKOMS

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

24. AGENTE

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

- (a) alle persele of plekke waar die Beddegoednywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;
 - (b) elke werknemer wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goeddink, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van so 'n werknemer te vereis om te antwoord op die vrae wat gestel word;
 - (c) te vereis dat enige kennisgewing, boek, lys of dokument wat ingevolge die Ooreenkoms gehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak;
 - (d) te vereis dat alle betaalstate of boeke waarin daar boekgehou word van die werklike besoldiging wat betaal word aan 'n werknemer wie se besoldiging by hierdie Ooreenkoms vasgestel word, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.
- (2) Wanneer die agent so 'n plek betree, inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.
- (3) Iedereen vir wie hierdie Ooreenkoms bindend is, moet al die fasiliteite hierbo genoem, aan die agent verleen.
- (4) Alle klagtes wat die partye by die Raad rig vir ondersoek deur agente, moet deur tussenkoms van die Sekretaris van die Raad skriftelik ingedien word.

25. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen lid van die werkgeversorganisasie mag 'n werknemer in diens neem nie, tensy dié werknemer lid is van die vakvereniging, en geen lid van die vakvereniging mag vir 'n werkgever wat nie lid van die

member of the employers' organisation: Provided that apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, this clause shall not apply where an employer or an employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause, as the case may be.

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

(3) Proof of membership of the trade union or employers' organisation shall be the production of a card and/or certificate signed by the secretary of the union/organisation concerned. The trade union and employers' organisation shall supply the Council with a list of all resignations, expulsions and suspension of members from the respective union/organisation concerned. Upon receipt of such lists, the Secretary of the Council shall advise the member or members of the union/organisation concerned that his card and/or certificate of membership is no longer valid for the purposes of this clause.

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

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

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

26. ABSENTEEISM

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

27. WAGES

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

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

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

29. LEARNERS

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

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

(3) The Secretary of the Council shall issue to each employee who has been granted permission to work as a learner a certificate showing the name of the employee, age, minimum wage payable to him, the name of the employer and the period during which the permission shall be effective: Provided that the Council may, if it deems fit and if the provisions of subclause (7) no longer apply, after one week's notice, in

werkgewersorganisasie is, werk nie: Met dien verstande dat, afgesien van die regte van 'n veronregte persoon soos bepaal in artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie in gevalle waar 'n werkgewer of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is, soos die geval mag wees.

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

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

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

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

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

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

26. ABSENTEÏSME

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

27. LONE

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

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

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

29. LEERLINGE

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

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

(3) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as 'n leerling te werk, 'n sertifikaat uitreik waarin die naam van die werknemer, sy ouderdom, die minimum loon wat aan hom betaalbaar is, die naam van die werkgewer en die tydperk waarin die toestemming van krag sal wees, gemeld word: Met dien verstande dat die Raad, as hy dit dienstig ag en as subklousule (7) nie

writing, has been given to the employer and the employee, withdraw any certificate issued in terms of this subclause.

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

- (5) (a) A learner shall not be employed on the same operation for more than three months during the period of his learnership without the prior approval of the Council.
- (b) The operations in respect of which learnerships in bedding making shall be granted are the operations performed in the making of mattresses.
- (c) The operations in respect of which learnership in mattress seamstresses' and/or seamstresses' work shall be granted are the cutting and/or sewing of mattress cases and/or mattress covers and/or cushions for studio couches.

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

- (a) Learnerships in studio couch upholstery, learnerships in mattress making and learnerships in mattress seamstresses' or seamstresses' work, may be granted in a ratio, in studio couch upholstery, of one learner to each three adult employees engaged in such category, and in any of the other said categories, of one learner to each of two adult employees engaged in such other category: Provided that learnerships in mattress making shall not be granted unless the employer has available for the training of the learner the following plant, viz., a tape edge machine, and a border quilting machine or a tufting machine of any type, and a filling machine and a roll edge machine where in use.
- (b) The Council shall have the right, when it is satisfied that proper facilities for training are not provided, or for any other good and sufficient reason, to withdraw any certificate issued in terms of this clause.
- (c) The provisions of paragraph (a) shall not apply to establishments which have not been in existence for a consecutive period of 12 months or which the Council has reason to believe has inadequate facilities for training any learners.

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

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

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

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

30. PAID SICK LEAVE

(1) An employer shall grant to any employee who is not a member of the Transvaal Bedding Workers' Sick Benefit Society, continued in terms of the Agreement published under Government Notice R.366 of 27 February 1981, and employed by him and who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 10 working days; and
- (b) in the case of every other employee, not less than 12 working days;

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

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

meer van toepassing is nie en nadat daar een week vooraf skriftelik kennis aan die werkgever en die werknemer gegee is, enige sertifikaat wat ingevolge hierdie subklousule uitgereik is, kan intrek.

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

- (5) (a) 'n Leerling mag nie gedurende die tydperk van sy leerlingskap langer as drie maande vir dieselfde werkzaamheid gebruik word nie sonder dat die Raad vooraf goedkeuring daartoe verleen het.
- (b) Die werkzaamhede ten opsigte waarvan leerlingskappe in beddegoedmakery toegestaan word, is die werkzaamhede wat by die vervaardiging van matrasse verrig word.
- (c) Die werkzaamhede ten opsigte waarvan leerlingskappe in matrasnaaiers- en/of -naaisterswerk verleen word, is die sny en/of naai van matraspeule en/of matrasoortreksels en/of kussings vir ateljeerusbanke.

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

- (a) Leerlingskappe in stoffeerwerk vir ateljeerusbanke, leerlingskappe in matrasmakery en leerlingskappe in matrasnaaiers- en/of -naaisterswerk, kan toegestaan word in 'n getalsverhouding in stoffeerwerk vir ateljeerusbanke van een leerling tot elke drie volwasse werknemers wat in sodanige klas werkzaam is, en in enigen van die ander genoemde klasse werk, van een leerling tot elke twee volwasse werknemers wat in sodanige ander klas werkzaam is: Met dien verstande dat leerlingskappe in matrasmakery nie toegestaan mag word nie, tensy die werkgever ondergenoemde uitrusting vir die opleiding van die leerling beskikbaar het, naamlik 'n bandkantmasjien en 'n randdeurstikmasjien of 'n deurknoopmasjien van enige soort, en 'n vulmasjien en 'n rolkantmasjien waar dié gebruik word.
- (b) Die Raad het die reg om, wanneer hy daarvan oortuig is dat daar nie behoorlike opleidingsfasiliteite verskaf word nie of wanneer hy 'n ander grondige rede het, enige sertifikaat wat ooreenkomstig hierdie klousule uitgereik is, in te trek.
- (c) Paragraaf (a) is nie van toepassing nie op bedryfsinrigtings 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 fasiliteite vir die opleiding van leerlinge het nie.

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

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

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

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

30. SIEKTEVERLOF MET BESOLDIGING

(1) 'n Werkgever moet aan 'n werknemer wat nie lid is van die Siektebystandsgenootskap vir Transvaalse Beddegoedwerkers nie, wat voortgesit is ingevolge die Ooreenkoms soos gepubliseer by Goewermentkennissgewing R.366 van 27 Februarie 1981 en wat by hom in diens is en weens ongeskiktheid van sy werk afwesig is, siekteverlof toestaan van—

- (a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdade; en
- (b) in die geval van alle ander werknemers, altesaam minstens 12 werkdade

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom, en hy moet aan so 'n werknemer ten opsigte van die tyd van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal wat minstens gelyk is aan die besoldiging wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;
- (iii) this clause shall not apply in respect of an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his remuneration for 10 or 12 working days, as the case may be, in each period of 12 months of employment.
- (2) For the purposes of this clause—
- (a) "remuneration" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise;
- (b) "employment" includes any period during which an employee—
- is on leave in terms of clause 4;
 - is on sick leave in terms of this clause;
 - is absent from work on the instructions or at the request of his employer;
 - is undergoing military service in pursuance of the Defence Act, 1957;
- amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military service referred to in subparagraph (iv) and undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this clause shall for the purposes of this clause be deemed to be employment, and any sick leave with remuneration in full granted to such an employee during the period of such employment shall for the purposes of this clause be deemed to have been granted under this clause; and
- (c) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.
- (3) (a) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purposes of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.
- (b) For the purposes of this clause—
- the ordinary remuneration of an employee, other than an employee referred to in paragraph (a), for one hour shall be calculated on the basis of the number of hours ordinarily worked and the remuneration ordinarily received by him during a week;
 - the ordinary remuneration of any employee for a day shall be calculated on the basis of his ordinary remuneration for one hour and the number of hours which he ordinarily works on such day; and
 - the ordinary weekly remuneration of an employee who receives his remuneration monthly, shall be determined by dividing the remuneration so ordinarily received by him, by four and one third.
- (ii) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer ingevolge hierdie klousule eis ten opsigte van afwesigheid van sy werk vir langer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word, en indien 'n werknemer gedurende enige tydperk van tot agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, kan sy werkgewer gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleentheid van hom vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê;
- (iii) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer, in geval van sy ongeskiktheid in die omstandighede soos in hierdie klousule uiteengesit, die betaling waarborg van altesaam minstens die ekwivalent van sy besoldiging vir 10 of 12 werkdae, na gelang van die geval, in elke tydperk van 12 maande diens.
- (2) Vir die toepassing van hierdie klousule—
- (a) sluit „besoldiging” alle lewenskostetoelae in wat ingevolge enige wet of andersins aan 'n werknemer betaal word of betaalbaar is;
- (b) sluit „diens” enige tydperk in waartydens 'n werknemer—
- met verlof is ingevolge klousule 4;
 - met siekteverlof is ingevolge hierdie klousule;
 - van sy werk afwesig is op las of op versoek van sy werkgewer;
 - militêre diens ondergaan ingevolge die Verdedigingswet, 1957;
- wat in enige jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus tot vier maande van enige tydperk van militêre diens in subparagraaf (iv) bedoel, wat in dié jaar ondergaan is, en enige aanneulopende diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die aanvangsdatum van hierdie klousule word vir die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende die tydperk van sodanige diens aan so 'n werknemer toegestaan is, word vir die toepassing van hierdie klousule geag ingevolge hierdie klousule toegestaan te gewees het; en
- (c) beteken „ongeskiktheid” onvermoë om te werk weens siekte of besering behalwe siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan daar geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.
- (3) (a) Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd wat hy werklik gewerk het, word sy gewone besoldigingskaal, vir die toepassing van hierdie klousule, bereken asof hy per uur betaal word en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die drie maande onmiddellik voor dié datum, of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste van die twee, te deel deur die getal ure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.
- (b) Vir die toepassing van hierdie klousule—
- word die gewone besoldiging van 'n werknemer, uitgesonderd 'n werknemer in paragraaf (a) bedoel, vir een uur bereken op die grondslag van die getal ure wat hy gewoonlik gedurende 'n week gewerk en die besoldiging wat hy gewoonlik in dié week ontvang het;
 - word die gewone besoldiging van 'n werknemer vir 'n dag bereken op die grondslag van sy gewone besoldiging vir een uur en die getal ure wat hy gewoonlik op so 'n dag werk; en
 - word die gewone weeklikse besoldiging van 'n werknemer wat sy besoldiging maandeliks ontvang, vasgestel deur die besoldiging wat hy aldus gewoonlik ontvang met vier en 'n derde te deel.

31. LEDEGELD VIR VAKVERENIGING

31. SUBSCRIPTIONS TO TRADE UNION
- (1) (a) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade union, the contributions payable to the trade union in terms of the constitution of the trade union. Subject to the provisions of paragraph (b), all amounts payable in terms of this clause shall be paid by the employer month by month, and not
- (1) (a) Elke werkgewer moet van die lone van al sy werknemers, uitgesonderd los werknemers, wat lede van die vakvereniging is, die bydrae aftrek wat ooreenkomstig die konstitusie van die vakvereniging aan dié vakvereniging betaalbaar is. Behoudens paragraaf (b), moet alle bedrae wat ooreenkomstig hierdie klousule betaalbaar is deur die werkgewer maand vir maand voor of op die 10de dag van elke maand wat volg op die maand ten opsigte

later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council. When making such payment the employer shall furnish a statement in the form specified as per Appendix F to this Chapter.

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

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

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

32. EMPLOYEES ENGAGED IN MORE THAN ONE OPERATION

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

33. ABATEMENT OF WAGES

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

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

34. TERMINATION OF EMPLOYMENT

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

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

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

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

35. PROHIBITED EMPLOYMENT

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

36. BASIS OF PAYMENT

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at not less than the rates of wages prescribed for the operation or operations performed, and shall

waarvan die aftrekkings gemaak is, aan die Sekretaris van die Raad gestuur word, en wanneer die werkgewer sodanige bedrae betaal, moet hy'n staat verstrek in die vorm wat in Aanhangsel F van hierdie Hoofstuk gespesifiseer word.

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

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

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

32. WERKNEMERS WAT BY MEER AS EEN WERKSAAMHEID BETROKKE IS

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

33. LOONKORTING

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

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

34. DIENSBEEÏNDIGING

(1) 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 regsgelede rede sonder kennisgewing te beëindig, nie hierdeur geraak word nie.

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

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

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

35. VERBODE INDIENSNEMING

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

36. GRONDSLAG VAN BETALING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet daar vir alle werk wat gedoen is, betaal word teen minstens die loonskaal voorgeskryf vir die werksaamheid of werksaamhede wat verrig is, en

not be based upon the technical skill or qualification of the employee concerned.

37. HOURLY RATE

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

38. ULTRA VIRES

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

39. EMPLOYMENT OF GRADE IIIA EMPLOYEES

(1) An employee defined under Grade IIIA shall not be permitted to perform any of the operations specified under clause B4 of Chapter II unless such operations are performed together with a Grade II employee classified under clause B3 of Chapter II and in the absence of a Grade II employee classified under clause B3 of Chapter II the employee performing such operations shall for the purposes of this Agreement be deemed to be a Grade II employee classified under clause B3 of Chapter II.

(2) The ratio of Grade IIIA employees engaged on operations classified under clause B4 of Chapter II shall be one Grade IIIA employee for one Grade II employee classified under clause B3 of Chapter II: Provided that in preparing frames for the quilting machine classified under clause B4 (2) of Chapter II, two Grade IIIA employees may be employed for each Grade II employee classified under clause B3 of Chapter II.

40. UNIFORMS

(1) Every employer shall supply a uniform to each employee (other than employees who perform operations classified under clauses A2, C5, E7, F8, F9, G and I of Chapter II) which shall on delivery to the employee concerned become his property and such employee shall be responsible for the cleaning and maintenance in good and proper condition of his uniform.

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

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

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

(1) No employer shall—

- (a) avail himself of the services of another person for the supply of labour to perform work covered by this Agreement on any basis which provides for remuneration, benefits and allowances to be paid to a person other than the person performing such work;
- (b) in respect of work covered by this Agreement pay remuneration, benefits and allowances to a person other than the person who, in terms of this Agreement, is entitled to such remuneration, benefits and allowances.

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

42. SHIFT WORK

(1) No normal shift shall exceed nine and one quarter hours per day or 44 hours per week.

(2) Not less than six hours shall elapse between successive shifts of an employee.

(3) (a) Where an employee is employed between 18h00 and 06h00, his employer shall pay him his ordinary rate of remuneration, plus 15 per cent of each hour or part of an hour worked between these times. This includes meal and transport allowances.

mag die betaling nie op die tegniese bedrewenheid of die kwalifikasies van die betrokke werknemer gegrond word nie.

37. UURLOON

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

38. ULTRA VIRES

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

39. INDIENSNEEMING VAN WERKNEMERS GRAAD IIIA

(1) 'n Werknemer wat onder graad IIIA omskryf word, word nie toegelaat om enigeen van die werksaamhede gespesifiseer onder klousule B4 van Hoofstuk II te verrig nie, tensy sodanige werksaamhede saam met 'n werknemer graad II geklassifiseer onder klousule B3 van Hoofstuk II verrig word, en by afwesigheid van 'n werknemer graad II geklassifiseer onder klousule B3 van Hoofstuk II word die werknemer wat sodanige werksaamhede verrig, vir die toepassing van hierdie Ooreenkoms, geag 'n werknemer graad II geklassifiseer onder klousule B3 van Hoofstuk II te wees.

(2) Die getalsverhouding van werknemers graad IIIA wat die werksaamhede geklassifiseer onder klousule B4 van Hoofstuk II verrig, moet een werknemer graad IIIA tot een werknemer Graad II, geklassifiseer onder klousule B3 van Hoofstuk II, wees: Met dien verstande dat by die voorbereiding van rame vir die deurstikmasjien geklassifiseer onder klousule B4 (2) van Hoofstuk II, twee werknemers graad IIIA in diens geneem kan word vir elke werknemer graad II, geklassifiseer onder klousule B3 van Hoofstuk II.

40. UNIFORMS

(1) Elke werkgever moet 'n uniform verskaf aan elke werknemer (uitgesonderd werknemers wat werksaamhede verrig wat geklassifiseer word onder klousules A2, C5, E7, F8, F9, G en I van hoofstuk II) wat, wanneer dit aan die betrokke werknemer uitgereik word, sy eiendom word, en sodanige werknemer is daarvoor verantwoordelik om sy uniform skoon en in 'n goeie en behoorlike toestand te hou.

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

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

41. VERBOD OP KONTRAKWERK EN OF DIE HUUR VAN ARBEID

(1) Geen werkgever mag—

- (a) van die dienste van iemand anders gebruik maak vir die lewering van arbeid om werk te verrig wat deur hierdie Ooreenkoms gedek word op enige grondslag wat voorsiening maak vir die besoldiging, bystand en toelaes aan iemand anders as die persoon wat die werk doen nie;
- (b) ten opsigte van werk wat deur hierdie Ooreenkoms gedek word, besoldiging, bystand en toelaes aan 'n ander persoon betaal as die persoon wat ingevolge hierdie Ooreenkoms op sodanige besoldiging, bystand en toelaes geregtig is nie.

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

42. SKOFWERK

(1) Geen gewone skof mag langer as nege en 'n kwart uur per dag of 44 uur per week duur nie.

(2) Daar moet minstens ses uur verloop tussen die opeenvolgende skofte van 'n werknemer.

(3) (a) Waar 'n werknemer tussen 18h00 en 06h00 werk, moet sy werkgever hom sy gewone besoldiging plus 15 persent betaal vir elke uur of gedeelte van 'n uur wat hy tussen hierdie tye gewerk het. Dit sluit ete- en vervoertoelaes in.

- (b) Where an employee's ordinary shift or part of it is worked on a paid public holiday, the employee concerned shall be remunerated for such shift as follows:
- If the major portion of such shift is worked on such day, the entire shift shall be deemed to have been worked on such day and the employee shall be paid for it in terms of clause 11 of Chapter I;
 - If the lesser portion of such shift is worked on such day, the entire shift shall be deemed to have been worked on a week-day, and the employee shall, subject to subparagraph (i) preceding, be remunerated in terms of such shift at his ordinary rate of remuneration.
- (4) Time worked by an employee after the completion of his normal shift shall, subject to the proviso to clause 10 of Chapter I, be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause.

APPENDIX A

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

- The fact that an employer has furnished a guarantee/guarantees to the Council shall in no way absolve such employer from his liability towards his employees for payment of Holiday Fund bonuses calculated in accordance with the provisions of clause 13 of Chapter I of this Agreement.
- The employer shall arrange a guarantee/guarantees acceptable to the Council for an amount covering his total liability towards his employees under the provisions of clause 13 of Chapter I of this Agreement for a full year, annually in advance, such guarantee/guarantees to be effective for a period of three months after the due date for payment to the employees concerned as specified in clause 6 of this Appendix.
- The employer shall submit monthly to the Council a statement reflecting such particulars of all his employees in the form of Appendix F, not later than the 10th day of the month following the month to which the statement relates.
- (1) The employer shall submit a statement in the form prescribed in Appendix C not later than the 10th day of the month following the month during which the services of employees were terminated. Together with the statement the employer shall remit the amount due in terms of clause 13 of Chapter I of the Agreement.
- (2) Should the services of no employees have been terminated in any one month, the employer shall advise the Council, on the form referred to in subclause (1), that the services of no employees were terminated.
- The employer shall submit to the Council not later than 10 November of each year a statement in the form prescribed in Appendix D reflecting all particulars of all employees in the employ of the employer as at 30 September who are to be paid by the employer in terms of clause 6 of this Appendix.
- Payment of the Holiday Bonus Fund moneys shall be made by the employer between 7 December and 13 December of each year in the same manner as provided for in clause 13 (6) (c) of Chapter I.
- On or before 23 December of each year, the employer shall submit a statement in the form prescribed in Appendix E together with a remittance of the total amount due to such employees who have not received payment in terms of clause 6 of this Appendix, to the Secretary of the Council, such remittance to be dealt with in accordance with the provisions of clause 13 (6) and 13 (7) of Chapter I.
- The provisions of clause 13 (4) (c) of Chapter I shall *mutatis mutandis* apply.

APPENDIX B

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

Day	Starting time	Finishing time	Meal interval
Mondays.....		to	 to
Tuesdays		to	 to
Wednesdays		to	 to
Thursdays		to	 to
Fridays.....		to	 to
Saturdays.....		to	 to
Forenoon			
tea-break		to	
Afternoon			
tea-break		to	

- (b) Waar 'n werknemer se gewone skof of 'n gedeelte daarvan op 'n openbare vakansiedag met beoogding gewerk word, moet die betrokke werknemer vir so 'n skof soos volg besoldig word:
- As die grootste gedeelte van so 'n skof op so 'n dag gewerk word, word geag dat die hele skof op so 'n dag gewerk is, en moet die werknemer daarvoor besoldig word ooreenkomstig klousule 11 van Hoofstuk I
 - as die kleinste gedeelte van so 'n skof op so 'n dag gewerk word, word geag dat die hele skof op 'n weekdag gewerk is, en moet die werknemer, behoudens die voorgaande subparagraaf (i), vir so 'n skof teen sy gewone besoldiging besoldig word.
- (4) Die tyd wat 'n werknemer werk ná die voltooiing van sy gewone skof moet, behoudens die voorbehoudsbepaling van klousule 10 van Hoofstuk I, as oortyd geag word en daarvoor moet hy besoldig word ooreenkomstig die lone wat in die betrokke klousule voorgeskryf word.

AANHANGSEL A

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

- Die feit dat 'n werkgever 'n waarborg of waarborge aan die Raad gegee het, stel dié werkgever hoegenaamd nie vry nie van sy aanspreeklikheid teenoor sy werknemers vir die betaling van die Vakansiefondsbonsusse soos bereken ooreenkomstig die bepalings van klousule 13 van Hoofstuk I van die Ooreenkoms.
- Die werkgever moet jaarliks vooruit reëlings tref vir 'n waarborg/waarborge wat vir die Raad aanneemlik is en wat sy totale aanspreeklikheid teenoor sy werknemers ingevolge klousule 13 van Hoofstuk I van die Ooreenkoms vir 'n volle jaar dek, en dié waarborg/waarborge moet van krag wees vir 'n tydperk van drie maande na die vervaldatum vir betaling aan die betrokke werknemers soos in klousule 6 van hierdie Aanhangel gespesifiseer.
- Die werkgever moet maandeliks 'n staat wat sodanige besonderhede van al sy werknemers toon in die vorm van Aanhangel F voor of op die 10de dag van die maand wat volg op die maand waarop die staat betrekking het, aan die Raad voorlê.
- (1) Die werkgever moet 'n staat voorlê in die vorm voorgeskryf in Aanhangel C voor of op die 10de dag van die maand wat volg op die maand waartydens die dienste van werknemers beëindig is. Die werkgever moet die bedrag verskuldig ingevolge klousule 13 van Hoofstuk I van hierdie Ooreenkoms saam met die staat indien.
- (2) Indien die dienste van geen werknemer in 'n maand beëindig is nie, moet die werkgever die Raad op die vorm in subklousule (1) genoem, daarvan in kennis stel dat die dienste van geen werknemer beëindig is nie.
- Die werkgever moet voor of op 10 November van elke jaar 'n staat in die vorm voorgeskryf in Aanhangel D aan die Raad voorlê waarin alle besonderhede getoon word van alle werknemers in die werkgever se diens op 30 September, wat ingevolge klousule 6 van hierdie Aanhangel deur die werkgever betaal moet word.
- Die werkgever moet die Vakansiebonusfondsgeld elke jaar tussen 7 Desember en 13 Desember betaal op dieselfde wyse soos in klousule 13 (6) (c) van Hoofstuk I voorgeskryf.
- Voor of op 23 Desember van elke jaar moet die werkgever 'n staat in die vorm in Aanhangel E voorgeskryf, saam met 'n geldsending van die totale bedrag verskuldig aan die werknemers, wat nog nie betaling ingevolge klousule 6 van hierdie Aanhangel ontvang het nie, aan die Sekretaris van die Raad voorlê en met sodanige geldsending moet ooreenkomstig klousule 13 (6) en 13 (7) van Hoofstuk I ghandel word.
- Klousule 13 (4) (c) van Hoofstuk I is *mutatis mutandis* van toepassing.

AANHANGSEL B

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

Dag	Aanvangs-tyd	Uitskei-tyd	Etenspouse
Maandae	 tot	 tot	 tot
Dinsdae	 tot	 tot	 tot
Woensdae	 tot	 tot	 tot
Donderdae	 tot	 tot	 tot
Vrydae	 tot	 tot	 tot
Saterdag	 tot	 tot	 tot
Voormiddagtee- pouse	 tot	 tot	 tot
Namiddagteepouse	 tot	 tot	 tot

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

Staat van Vakansiebonusfondsgeld verskuldig ingevolge klousule 4 (1) van Aanhangsel A van die Ooreenkoms

Naam van firma

Adres van firma

Maand 19.....

Slegs vir kantoorgebruik

Firmanummer

Kwitansienommer

Bedrag betaal R.....

[illegible]

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

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

[illegible]

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

Adres van firma

geëindig 30 September 19.....

[illegible]

AANHANGSEL E

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

Hierdie staat moet ingevolge klousule 7 van Aanhangsel A teen 23 Desember aan Die Sekretaris, Nywerheidsraad vir die Beddegoednywerheid, Posbus 10467, Johannesburg, 2000, gestuur word.

Naam van firma

Adres van firma

Vakansiebonusfonds, jaar
geëindig 30 September 19.....

Net vir kantoorgebruik

Firmanommer

Kwitansienommer

Bedrag betaal R

[illegible]

Stuur asseblief 'n tjek vir die verskuldigde bedrag saam met hierdie staat voor of op 23 Desember aan die Sekretaris, Nywerheidsraad vir die Beddegoednywerheid, Posbus 10467, Johannesburg, 2000.

APPENDIX G

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

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

REGISTRATION AS EMPLOYER IN THE BEDDING MANUFACTURING INDUSTRY

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

1. Name under which business is carried on (in block letters)
Certificate of registration. If a company, No. Dated
2. Address at which business is carried on (in block letters)
P.O. Box Telephone No.
3. Address of head office
4. Nature of business
5. Date commenced trading
6. Full names and home addresses of proprietor or partners or directors, manager and/or secretary
7. (a) Is business registered in terms of section 59 of the Industrial Conciliation Act, 1956, with the Department of Manpower?
Yes..... No.....
(b) State date of registration 19.....
8. (a) Is business registered in terms of section 11 of Chapter II of the Factories, Machinery and Building Works Act, 1941?
Yes..... No.....
(b) State certificate of registration No. in terms of (a) above.
9. Name of business previously conducted (if applicable) by present owners
10. Manager and/or secretary (delete whichever does not apply)
11. Particulars of employees:
Grade IA employees Grade III employees
Grade I employees Grade IV employees
Grade II employees Clerical and sales employees
Grade IIIA employees Other employees
12. This establishment is/is not a member of the Bedding Manufacturers' Association of the Transvaal.
The information given above is certified true and correct.

Yours faithfully,

.....
Authorised signatory

FOR OFFICE USE ONLY

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

APPENDIX H

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

P.O. Box 10467, Johannesburg, 2000

Phone 29-3261

Offices: Meubel Sentrum (3rd floor), Cor. Mooi and Kerk Streets, Johannesburg, 2001.

EMPLOYEE'S WORKING CARD

Surname..... First name
Address..... New address.....

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

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

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

Signature of employee.....

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

A

PHONE NO.

1	2	3	4	5		6	7	8	9	10										11	12	13	14	15	16	17	18	19	20	21	22						
For office use only	Full names of Employees (In block letters)	S	R	Occupation	Occ. Code	Identity No., must be recorded each month	Name of previous Employer in Bedding Industry	Date Started	Date Left	Hours worked	Total hours actually worked per week, including hours not worked on paid public holidays that fell within working week, excluding hours actually worked on Sunday										Total of hours worked in column 10 (to the nearest hour)	Number of hours worked during weeks when 44 hours were worked	Number of hours worked during weeks when less than 44 hours were worked	Number of hours worked during weeks when more than 43½ hours per week were worked	Total overtime hours worked during period	Average during month i.e. work actually performed on Sunday also on Saturday or a Saturday	Hourly rate of pay	Number of weeks during which 11 hours most were worked per week	Amount on which 15% Holiday Fund money is calculated on normal hrs.	Amount on which 15% Holiday Fund money is calculated on overtime hrs.	Amount on which 10% Holiday Fund money is calculated	Amount on which 5% Holiday Fund money is calculated					
Industry Code Number		X	E								C	E	1st week					2nd week		3rd week													4th week		5th week		
		Surname	First Names								Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.													Hrs.	Min.			
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											
										O/T																											
										Ord. T.																											

Bedding Manufacturing Industry
Training Fund

* Calculation of 0.5% levy is based
on totals recorded in columns 19, 21
and 22

*			*		*		
A 15% of total		B 15% of total		C 10% of total		D 5% of total	
BEDDING MANUFACTURING INDUSTRY TRAINING FUND				E, F, and G			
E 0.5% of total				F 0.5% of total		G 0.5% of total	

Kindly submit a cheque for the amount due to: Industrial Council for the Bedding Manufacturing Industry.

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

Datum.....

REGISTRASIE AS WERKGEWER IN DIE BEDDEGOEDNYWERHEID

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

Regstrasiesertifikaat. Indien 'n maatskappy, nommer Gedateer

2. Adres waar sake gedoen word (in blokletters)

Posbusnummer Telefoonnummer

3. Adres van hoofkantoor

4. Aard van besigheid

5. Aanvangsdatum van sake

6. Volle name en woonadresse van eenaar of vennote of direkteurs, bestuurder en/of sekretaris

7. (a) Is die besigheid ingevolge artikel 59 van die Wet op Nywerheidsversoening, 1956, by die Departement van Mannekrag geregistreer?

Ja..... Nee.....

(b) Meld datum van registrasie19.....

8. (a) Is die besigheid ingevolge artikel 11 van Hoofstuk II van die Wet op Fabriek Masjinerie Bouwerk, 1941, geregistreer?
Ja..... Nee.....

(b) Meld nummer van registratiesertificaat ingevolge (a) hierbo

9. Naam van besigheid waaronder die huidige eienaars voorheen sake gedoen het (indien van toepassing)

10. Bestuurder en/of sekretaris (skrap wat nie van toepassing is nie)

11. Besonderhede van werknemers:

Werknemers graad IA Werknemers graad III

Werknemers graad I	Werknemers graad IV
Werknemers graad II	Werknemers graad V
Werknemers graad III	Werknemers graad VI

Werknemer graad II	Klerke en verkoopmanne
Werknemers graad IIIA	Ander werknemers

Werknemers graad IIIA	Ander werknemers
.....	

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

Die inligting hierbo word gewaarborg as juist en korrek.

Die uwe.

Lêer voorberei

Gemagtigde ondertekenaar

NET VIR KANTOORGEBRUIK

Werkgever se kontrolekaart ingevul

Ekstra plaat bestel

Lêer voorberei
Inspanningskeur

Inspektiekaart

Werknemenregister in reikins gester

Werkkaart vereis ingevalge klousule 12 van Hoofstuk I van die Ooreenkoms van die Nywerheidsraad vir die Beddegoednywerheid, Transvaal.
Posbus 10467, Johannesburg 2000 Telefoon 29-3261

Telefoon 29-3261

Kantoor: Meubelsentrum (3e verdieping), h/v Mooi- en Kerkstraat, Johannesburg, 2001.

WERKNEMER SE WERKKAART

Familienaam..... Voornaam

Adres..... Nuwe adres

[illegible]

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

„Voorgeskrewe loon” beteken die loon verskuldig ingevolge Hoofstuk II of III van die Ooreenkoms

Werknemer se naamtekening.....

CHAPTER II.—MINIMUM WAGES

1. *Wage increases*

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

<i>Actual earnings</i>	<i>Period commencing 1/7/81</i>
Grade I employees earning R77,84 per week or more	Weekly wage to be increased by R8,00.
Grade IA employees earning R72,56 per week or more	Weekly wage to be increased by R8,00.
Grade II employees earning R66,22 per week or more	Weekly wage to be increased by R8,00.
Grade III employees earning R53,89 per week or more	Weekly wage to be increased by R8,00.
Grade IIIA employees earning R50,50 per week or more	Weekly wage to be increased by R8,00.
Grade IV employees earning R39,02 per week or more	Weekly wage to be increased by R8,00.

<i>Actual earnings</i>	<i>Period commencing 1/7/82</i>
Grade I employees earning R85,84 per week or more	Weekly wage to be increased by R8,00.
Grade IA employees earning R80,56 per week or more	Weekly wage to be increased by R8,00.
Grade II employees earning R74,22 per week or more	Weekly wage to be increased by R8,00.
Grade III employees earning R61,84 per week or more	Weekly wage to be increased by R8,00.
Grade IIIA employees earning R58,50 per week or more	Weekly wage to be increased by R8,00.
Grade IV employees earning R47,02 per week or more	Weekly wage to be increased by R8,00.

MINIMUM WAGES

A. MACHINE MAINTENANCE AND REPAIRING

	<i>For period ending 30/6/82</i>	<i>From 1/7/82</i>
	R	R
2. <i>Grade I employee</i>	85,84	93,84
Maintenance fitting.		

B. MATTRESS MAKING

3. <i>Grade II employee</i>	74,22	82,22
Employees employed in any or all of the operations performed in the Bedding Manufacturing Industry, with the exception of the operations referred to in clauses 2 and 4 to 9: Provided that in respect of the operations relating to any new machine introduced and not specified in clauses 4 to 9 inclusive, employees shall be paid for such operations at the minimum wage prescribed in this clause until such time as the Council determines the wage rate for the operations performed on such machine.		
4. <i>Grade IIIA employee</i>	58,50	66,50
Assisting mattress maker in one or more of the following operations:		
(1) Operating a filling machine;		
(2) preparing frames for quilting machine;		
(3) securing pads to spring units;		
(4) securing mattress borders to spring units;		
(5) securing mattress panels to spring units (not operating tape edge machine or the roll edge machine);		
(6) laying out filling materials on spring units.		

HOOFSTUK II—MINIMUM LONE

1. *Loonsverhogings*

Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: Met dien verstande dat die minimum voorgeskrewe loon by elke geleentheid ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet, ondanks andersluidende bepalings hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

<i>Werklike verdienste</i>	<i>Tydperk beginnende 1/7/81</i>
Werknemers graad I wat R77,84 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad IA wat R72,56 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad II wat R66,22 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad III wat R53,89 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad IIIA wat R50,50 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad IV wat R39,02 of meer per week verdien	Weekloon moet verhoog word met R8,00.

<i>Werklike verdienste</i>	<i>Tydperk beginnende 1/7/82</i>
Werknemers graad I wat R85,84 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad IA wat R80,56 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad II wat R74,22 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad III wat R61,84 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad IIIA wat R58,50 of meer per week verdien	Weekloon moet verhoog word met R8,00.
Werknemers graad IV wat R47,02 of meer per week verdien	Weekloon moet verhoog word met R8,00.

MINIMUM LONE

A. INSTANDHOUDING EN HERSTEL VAN MASJENE

	<i>Tydperk eindigende 30/6/82</i>	<i>Vanaf 1/7/82</i>
	R	R
2. <i>Werknemer graad I</i>	85,84	93,84
Instandhoudingsmonteerwerk.		

B. MATRASMAAK

3. <i>Werknemer graad II</i>	74,22	82,22
Werknemers in diens in een of meer van die werksaamhede wat in die Beddegoednywerheid uitgevoer word, uitgesonderd die werksaamhede in klousules 2 en 4 tot 9 bedoel: Met dien verstande dat ten opsigte van werksaamhede betreffende enige nuwe masjien wat ingevoer word en wat nie in klousules 4 tot en met 9 gespesifiseer word nie, werknemers vir sodanige werksaamhede betaal moet word teen die minimum lone in hierdie klousule voorgeskryf tot tyd en wyl die Raad die loonskaal vasstel vir die werksaamhede met so 'n masjien uitgevoer.		
4. <i>Werknemer graad IIIA</i>	58,50	66,50
Die matrasmaker bystaan in een of meer van die volgende werksaamhede:		
(1) 'n Vulmasjien bedien;		
(2) rame vir deurstikmasjiene opstel;		
(3) kussinkies aan veereenhede heg;		
(4) matrassrande aan veereenhede heg;		
(5) matrasspanele aan veereenhede heg (nie 'n bandsom- of rolsoommasjiene bedien nie);		
(6) vulsel op veereenhede stapel.		

	For period ending 30/6/82	From 1/7/82
R	R	
C. UPHOLSTERING OF BOX SPRING, BED BASES OR STUDIO COUCHES		
5. <i>Grade II employee</i>	74,22	82,22
Upholstering all bases, spring or firm.		
D. MATTRESS SEAMSTERS		
6. <i>Grade III employees</i>	61,89	69,89
(1) Sewing of mattress covers; (2) cutting of mattress cases and/or parts of mat- tress cases and/or covers for mattress cases.		
E. GENERAL OPERATIONS		
7. <i>Grade IV employee</i>	47,02	55,02
(1) Affixing helical springs and/or chain and/or hoop iron for the sole purpose of serving as a sup- port for a loose cushion; (2) affixing rubber strips for the sole purpose of serving as a support for a loose cushion; (3) affixing a helical spring and/or chain and/or zig-zag or no-sag type of springing and/or affixing hoop iron to loose and/or backs for dining-room chairs, but excluding the building of a spring edge on backs and/or seats and/or arms of frames; (4) securing sisal and/or coir pads to spring cush- ion units; (5) cutting of platforms used for covering helical springs; (6) bolting in position arms and/or backs of stu- dio couches where the points of conjunction have been predetermined and/or prepared by means of drilling or otherwise; (7) bolting and/or assembling and/or meshing of bedspring frames and/or enlarging and/or truing up drilled holes; (8) preparing spools for any type of needling machine; (9) cutting quilted borders to length; (10) punching holes in mattress borders; (11) fitting handles and/or ventilators to mattress borders; (12) setting up and/or operating an interlacing machine and/or performing work therewith; (13) cutting pads; (14) staiding and/or varnishing of bed spring frames by hand; (15) affixing lugs; (16) hanging loops on needles in compression tufting; (17) loading and/or wheeling and/or operating a cloth spreading machine or performing work there- with; (18) operating a teasing and/or bale opening and/ or bale breaking machine and/or foam chipping machine and/or performing work therewith; (19) setting up and/or operating a loop making machine and/or performing work therewith; (20) attaching loops to buttons and/or tufts; (21) attaching spring units to bed frames, exclud- ing the building of a foundation for a box spring; (22) affixing of sisal and/or coir pads by hand to interior spring units; (23) filling cushion covers and/or bolsters with filling material other than spring interiors; (24) unwinding filling materials in rope form. (25) making buttons and/or tufts; (26) assisting upholsterer in holding cover serv- ing as a support for a loose cushion; (27) assisting the despatch clerk, storeman or time-keeper; (28) making banding and/or beading; (29) sorting of ready-cut materials after bulk cut- ting; (30) regulating and/or preparing completed cus- hions for delivery; (31) cutting foam rubber to size;		

	Tydperk eindi- gende 30/6/82	Vanaf 1/7/82
R	R	
C. STOFFERING VAN RAAMVEER-, BEDBASIS- OF ATELJEERUSBANKE		
5. <i>Werknemer graad II</i>	74,22	82,22
Alle soorte basisse (veer- of vaste) stoffeer.		
D. MATRASNAAISTER		
6. <i>Werknemer graad III</i>	61,89	69,89
(1) Die naai van mastrasslope; (2) die uitsny van matrasbinneslope en/of dele van matrasbinneslope en/of oortreksels vir ma- trasbinneslope.		
E. ALGEMENE WERKSAAMHEDE		
7. <i>Werknemer graad IV</i>	47,02	55,02
(1) Heliese vere en/of ketting en/of hoepelyster wat uitsluitlik as stut vir 'n los stoelkussing moet dien, aanheg; (2) rubberstroke wat uitsluitlik as stut vir 'n los stoelkussing moet dien, aanheg; (3) heliese vere en/of ketting en/of sigsag- of nie- sakveerwerk aanheg en/of hoepelyster aan los matte en/of rugleunings van eetkamerstoel heg, maar uitgesonderd 'n veerrand aan rugleunings en/ of matte en/of arms van rame bou; (4) sisal- en/of klapperhaarkussinkies aan veer- kussingeenhede heg; (5) platforms sny vir die bedekking van heliese vere; (6) die arm- en/of rugleuning van ateljeerus- banke in posisie vasbout waar die verbindingspunte vooraf bepaal en/of gereed gemaak is deur boor- werk of andersins; (7) bedveerrame vasbout en/of monteer en/of in- kam en/of vooraf geboorde gate ruim en/of suiwer maak; (8) spoele vir alle tipes naaldmasjiene gereed maak; (9) deurgestikte rande volgens lengte sny; (10) gaatjies in matrasrande pons; (11) handvatsels en/of ventileerders aan ma- trasrande sit; (12) 'n deurvlegmasjien opstel en/of bedien en/of werk daarmee verrig; (13) kussinkies sny; (14) bedveerrame met die hand beits of vernis; (15) hingsels aansit; (16) oë aan naalde in 'n drukdeurstikmasjien hang; (17) 'n doekspreimasjien laai en/of stoot en/of bedien of werk daarmee verrig; (18) 'n pluus- en/of baaloopmaak- en/of baal- breek en/of skuimkerfmasjien en/of werk daarmee verrig; (19) 'n oogmaakmasjien opstel en/of bedien en/ of werk daarmee verrig; (20) oë aan knope en/of klossies werk; (21) veereenhede aan bedrame heg, uigesonderd 'n fondament vir 'n raamveer bou; (22) sisal- en/of klapperhaarkussinkies met die hand aan binneveereenhede heg; (23) stoelkussingootreksels en/of peule stop met vulsel, uitgesonderd met binnevere; (24) vulsel in touvorm losdraai; (25) knope en/of klossies maak; (26) die stoffeerder help deur oortreksel vir 'n los kussing vas te hou; (27) 'n versendingsklerk, stooman of tyd- beampte bystaan; (28) bandversiering en/of kraallyste maak; (29) klaar gesnyde materiaal sorteer nadat dit by die grootmaat uitgesny is; (30) klaargemaakte stoelkussings vir aflewering nagaan en/of gereed maak; (31) skuimrubber volgens grootte sny;		

	For period ending 30/6/82 R	From 1/7/82 R
(32) cutting rubber strips;		
(33) joining together foam rubber;		
(34) affixing foam rubber to material for quilting purposes only;		
(35) mass-measuring;		
(36) stripping of bedding;		
(37) cutting chain and/or wire and/or hoop iron and/or square and/or diamond mesh links;		
(38) preparing rollers for quilting machines;		
(39) inserting of foam rubber and/or plastic blocks into mattress cases;		
(40) the wrapping and packing of articles in cardboard, paper, plastic or similar materials;		
(41) cleaning premises, vehicles, machinery, implements, tools, utensils and other articles;		
(42) loading or unloading vehicles, and assisting on delivery vehicles;		
(43) carrying, moving, stacking or unpacking articles;		
(44) delivering or conveying messages, letters or other articles on foot or by means of a bicycle, tri-cycle or other hand or foot propelled vehicle;		
(45) making and/or serving beverages;		
(46) affixing of cardboard or lining materials to bed bases;		
(47) casual employee R1,13 per hour and R1,34 per hour from 1/7/82.		

F. MISCELLANEOUS—ANCILLARY OCCUPATIONS

8. <i>Grade A employee</i>	80,56	88,56
(1) Despatch clerk;		
(2) storeman;		
(3) timekeeper;		
(4) welding, other than spotwelding,		
9. <i>Grade III employee</i>	61,89	69,89
(1) Caretaker;		
(2) watchman;		
(3) spotwelding;		
(4) affixing of "T" nuts by means of stapling only.		

G. FOREMEN, CHARGEHANDS AND SUPERVISORS AND GRADE IV CHARGEHANDS

(1) Foremen supervisors	115,84	123,84
(2) Chargehands	105,84	113,84
(3) Grade IV chargehands	57,02	65,02

H. LEARNERS

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

During the first six months of learnership: 80 per cent;
during the second six months of learnership: 85 per cent;
during the third six months of learnership: 90 per cent;
during the fourth six months of learnership: 95 per cent;

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

I. JUVENILE EMPLOYEES

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

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

	Tydp eindi- gende 30/6/82 R	Vanaf 1/7/82 R
(32) rubberstroke sny;		
(33) skuimrubber aanmekeer heg;		
(34) skuimrubber aan materiaal heg slegs vir deurstikwerk;		
(35) massameting;		
(36) beddegoed uitmekeerhaal;		
(37) ketting en/of draad en/of hoepelyster en/of vierkantige en/of ruitvormige maasskakels sny;		
(38) rollers vir deurstikmasjiene gereed maak;		
(39) skuimrubber- en/of plastiekblokke in matras-slope insit;		
(40) artikels in karton, papier, plastiek of soortgelyke materiaal toedraai en verpak;		
(41) persele, voertuie, masjinerie, implemente, gereedschap, gerei en ander artikels skoonmaak;		
(42) voertuie op- of aflaai en met aflewerings-voertuie help;		
(43) artikels dra, verskuif, opstapel of uitpak;		
(44) boodskappe, briewe of ander artikels te voet of per fiets, driewiel of ander hand- of voetvoertuig aflewer of vervoer;		
(45) drank maak en/of bedien;		
(46) karton of voeringmateriaal aan bedbassis heg;		
(47) los werknemer (R1,13 per uur en R1,34 per uur vanaf 1/7/82.)		

F. DIVERSE—HULPWERKSAAMHEDE

8. <i>Werknemer graad IA</i>	80,56	88,56
(1) Versendingsklerk;		
(2) stoorman;		
(3) tydbeampte;		
(4) sweiswerk, uitgesonderd puntsweiswerk.		
9. <i>Werknemer graad III</i>	61,89	69,89
(1) Opsigter;		
(2) wag;		
(3) puntsweiswerk;		
(4) T-moere vasheg slegs deur middel van kramwerk.		

G. VOORMANNE, ONDERBASE TOESIGHOUERS EN ONDERBASE GRAAD IV

(1) Voormanne en Toesighouers	115,84	123,84
(2) Onderbase	105,84	113,84
(3) Onderbase Graad IV	57,02	65,02

H. LEERLINGE

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

Gedurende eerste ses maande van leertyd: 80 persent;
gedurende tweede ses maande van leertyd: 85 persent;
gedurende derde ses maande van leertyd: 90 persent;
gedurende vierde ses maande van leertyd: 95 persent;

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

I. JEUGDIGE WERKNEMERS

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

(2) *Alle ander jeugdige*.—Alle ander jeugdige moet die minimum loon betaal word wat in hierdie Ooreenkoms voorgeskryf word vir werknemers in diens in dieselfde klas werk.

CHAPTER III

EMPLOYMENT CONDITIONS APPLICABLE TO DRIVERS OF MOTOR VEHICLES

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

A. DEFINITIONS

- "Casual driver of motor vehicle" means an employee who is employed as a driver of a motor vehicle by the same employer on not more than two days in any week;
- "essential services" means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay, and any work necessary for the transportation of machinery to prevent any serious dislocation in any trade, or transportation for the purpose of national service or police service;
- "hours of work" includes all periods of driving and any time spent by a driver, security guard or general worker on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required to do so but does not include any mean intervals as prescribed in clause D (7) or any period in respect of which subsistence allowance is payable to an employee in terms of clause B (6) if during such interval or period the employee does not work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and the load, if any;
- "driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent by a 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;
- "motor vehicle" means a conveyance used for the transportation of goods and/or passengers which is propelled by other than human or animal power and includes a tractor;
- "pay-load" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority, whichever net-carrying capacity or net load may be the greater;
- "piece-work" or "task-work" means any system under which an employee's wage is based on the mass volume or number of journeys undertaken or on the mileage-kilometres covered;
- "trailer" means any conveyance attached to and drawn by a vehicle, but does not include the first conveyance attached to and drawn by a tractor or vehicle known as a "mechanical horse"; and
- "weekly employee" means an employee who is employed by the week.

B. WAGE INCREASE AND MINIMUM WAGES

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

Classification	Period commencing 1/7/81
Driver classified under 1 (a) (i) ..	Weekly wage to be increased by R8,00.
Driver classified under 1 (a) (ii) ..	Weekly wage to be increased by R8,00.
Driver classified under 1 (a) (iii) ..	Weekly wage to be increased by R8,00.
Driver classified under 1 (a) (iv) and (b)	Weekly wage to be increased by R8,00.
Driver classified under 1 (c)	Weekly wage to be increased by R8,00.

HOOFSTUK III

DIENSVOORWAARDES VAN TOEPASSING OP DRYWERS VAN MOTORVOERTUIG

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

A. WOORDOMSKRYWING

- „Los drywer van motorvoertuig” beteken 'n werknemer wat as die drywer van 'n motorvoertuig op hoogstens twee dae per week by dieselfde werkgever werksaam is;
- „noodsaaklike dienste” beteken werk wat, weens oorsake soos brand, storm, ongeluk, gewelddaad of diefstal, sonder versuim verrig moet word, en alle werk wat nodig is vir die vervoer van masjinerie om 'n ernstige ontwrigting in 'n ambag te voorkom, of vervoer vir die doel van landsverdediging of polisie-dienste;
- „werkure” ook alle tye wat daar gedryf word en alle tyd deur 'n drywer, veiligheids wag of algemene werker bestee aan ander werk in verband met die voertuig of die vrag en alle tye waarin hy verplig is om op sy pos te wees gereed om te werk wanneer dit van hom vereis word, maar nie ook etenspouses soos in klousule D (7) voorgeskryf word nie, en ook nie tye ten opsigte waarvan 'n verblyfstoelae kragtens klousule B (6) aan 'n werknemer betaalbaar is nie as die werknemer gedurende sodanige pouse of tyd nie werk nie, behalwe om in beheer van die voertuig of sy vrag (as daar 'n vrag is) te bly of die voertuig en die vrag (as daar 'n vrag is) te bewaak;
- „drywer” 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking „'n motorvoertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;
- „motorvoertuig” beteken 'n voertuig wat vir die vervoer van goedere en/of passasiers gebruik word en wat op 'n ander manier as deur mense- of dierekrag aangedryf word en ook 'n trekker;
- „loonvrag” beteken die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ooreenkomstig 'n motortransportsertifikaat of vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of deur 'n plaaslike padvervoerraad uitgereik is kragtens die Motortransportwet, 1930, of ooreenkomstig 'n padwaardigheidsertifikaat wat ten opsigte van sodanige voertuig deur 'n plaaslike owerheid uitgereik is, naamlik die netto dravermoë of netto vrag wat die grootste is;
- „stukwerk” of „taakwerk” beteken 'n stelsel waarvolgens 'n werknemer se loon gebaseer word op die massa, volume of getal reise wat onderneem is of die mylafstand/kilometers wat afgelê is;
- „sleepwa” beteken 'n voertuig wat aangehaak is aan en getrek word deur 'n voertuig, maar dit omvat nie die eerste vervoermiddel wat aangehaak is aan en getrek word deur 'n trekker of voertuig wat bekend staan as 'n „voorhaker” nie;
- „weeklikse werknemer” beteken 'n werknemer wat by die week in diens is.

B. LOONSVERHOOGINGS EN MINIMUM LOON

(1) Onderstaande is die minimum weekloon voorgeskryf vir die onderskeie klasse werk hieronder opgesom: Met dien verstande dat die minimum voorgeskrewe loon by elke geleentheid ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet, ondanks andersluidende bepalings hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

Indeling	Tydperk beginnende 1/7/81
Drywer ingedeel onder 1 (a) (i) ..	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (a) (ii) ..	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (a) (iii) ..	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (a) (iv) en (b)	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (c)	Weekloon moet verhoog word met R8,00.

Classification	Period Commencing 1/7/82
Driver classified under 1 (a) (i) ..	Weekly wage to be increased by R8,00.
Driver classified under 1 (a) (ii) ..	Weekly wage to be increased by R8,00.
Driver classified under 1 (a) (iii) ..	Weekly wage to be increased by R8,00.
Driver classified under 1 (a) (iv) and (b)	Weekly wage to be increased by R8,00.
Driver classified under 1 (c)	Weekly wage to be increased by R8,00.

Indeling	tydperk beginnende 1/7/82
Drywer ingedeel onder 1 (a) (i) ..	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (a) (ii) ..	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (a) (iii) ..	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (a) (iv) en (b)	Weekloon moet verhoog word met R8,00.
Drywer ingedeel onder 1 (c)	Weekloon moet verhoog word met R8,00.

Pay-loads	For period ending 30.6.82	From 1.7.82
	R	R
(a) Driver of motor vehicle other than a steam wagon, authorised to carry or haul a pay-load of—		
(i) under 2 722 kg (6 000 lb)	55,12	63,12
(ii) 2 722 kg (6 000 lb) and over, but not exceeding 4 536 kg (10 000 lb)	59,47	67,47
(iii) over 4 536 kg (10 000 lb), but not exceeding 6 350 kg (14 000 lb)	64,31	72,31
(iv) over 6 350 kg (14 000 lb)	69,14	77,14
(b) Driver of steam wagon	69,14	77,14
(c) Driver of fork lift, tractor, scooter, passenger car	47,02	55,02
(d) Casual driver of motor vehicle, other than a steam wagon, authorised to carry or haul a pay-load of (for any period of nine hours or less per day)—		
(i) under 2 722 kg (6 000 lb)	11,19	12,81
(ii) 2 722 kg (6 000 lb) and over but not exceeding 4 536 kg (10 000 lb)	11,98	13,63
(iii) over 4 536 kg (10 000 lb), but not exceeding 6 350 kg (14 000 lb)	13,13	14,75
(iv) over 6 350 kg (14 000 lb)	14,10	15,74
(e) Casual driver of a steam wagon	14,10	15,74
(f) Casual driver of fork lift, tractor, scooter, passenger car	9,17	10,73
Provided, however, that no employee shall at any time, by reason of any provision of these clauses be paid a wage less than that which he received or would have been entitled to receive in his particular post as at the date on which this Agreement comes into operation.		

Loonvragte	Tydperk eindigende 30/6/82	Vanaf 1/7/82
	R	R
(a) Drywer van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg (6 000 lb)	55,12	63,12
(ii) 2 722 kg (6 000 lb) en meer, maar hoogstens 4 536 kg (10 000 lb)	59,47	67,47
(iii) 4 536 kg (10 000 lb) en meer, maar hoogstens 6 350 kg (14 000 lb)	64,31	72,31
(iv) meer as 6 350 kg (14 000 lb)	69,14	77,14
(b) Drywer van 'n stoomwa	69,14	77,14
(c) Drywer van 'n vrkhuyswa, trekker, bromponie, passasiersmotor	47,02	55,02
(d) Los drywer van 'n motorvoertuig, uitgesonderd 'n stoomwa, wat gelisensieer is om (vir 'n tydperk van nege uur of minder as nege uur per dag) 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg (6 000 lb)	11,19	12,81
(ii) 2 722 kg (6 000 lb) en meer, maar hoogstens 4 536 kg (10 000 lb)	11,98	13,63
(iii) meer as 4 536 kg (10 000 lb), maar hoogstens 6 350 kg (14 000 lb)	13,13	14,75
(iv) meer as 6 350 kg (14 000 lb)	14,10	15,74
(e) Los drywer van 'n stoomwa	14,10	15,74
(f) Los drywer van 'n vrkhuyswa, trekker, bromponie, passasiersmotor	9,17	10,73
Met dien verstande egter dat geen werknemer op grond van enige bepaling van hierdie klousules te eniger tyd 'n laer loon betaal mag word as die wat hy ontvang het of wat hy geregtig sou gewees het om te ontvang in sy besondere pos op die datum waarop hierdie Ooreenkoms in werking tree nie.		

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

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

- if a weekly employee, 25c per day for each trailer with a maximum of R1,00 in any week;
- if a casual driver of a motor vehicle, 25c per day, in addition to the remuneration prescribed in terms of subclauses (1), (3) and (6).

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

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

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

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

- Indien hy 'n weeklikse werknemer is, 25c per dag vir elke sleepwa, met 'n maksimum van R1,00 in 'n week;
- as hy 'n los drywer van 'n motorvoertuig is, 25c per dag, benevens die besoldiging voorgeskryf ingevolge subklousules (1), (3) en (6).

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

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

ted to perform work in respect of which different wages are prescribed in subclause (1) (d), (e) and (f) shall be paid the higher or highest of such rates.

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

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

- (a) where it is necessary for the employee to obtain an evening meal and bed: R3,50;
- (b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: R4,00;
- (c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: R5,00.

C. PAYMENT OF REMUNERATION

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

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

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

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

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

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

- (a) Where an employee absents himself from work, a pro rata amount for the period of such absence;
- (b) a deduction of any amount which an employer by any statutory law or order of any competent Court is required or permitted to make;
- (c) deductions referred to in clause 17 of Chapter I of this Agreement;
- (d) with the written consent of the employee, deductions for insurance or pension funds;
- (e) deductions of contributions to the funds of the trade union in terms of clause 31 of Chapter I of this Agreement;
- (f) whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

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

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

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

- (a) in the case of an employee, other than a casual driver of a motor vehicle—
 - (i) 44 in any week from Monday to Saturday inclusive;
 - (ii) nine on five days in any week and seven on the other day: Provided that the weekly total does not exceed 44: Provided further that if an employee is required on any day to commence work later than 11h00 he shall, for the purpose of

verrig ten opsigte waarvan verskillende lone in subklousule (1) (d), (e) en (f) voorgeskryf word, moet sodanige hoër of hoogste loon betaal word.

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

(6) *Verblyfstoelae.*—'n Werkgewer moet, benewens ander besoldiging wat verskuldig is, aan sy werknemer wat tydens 'n reis onderneem vir die vervulling van sy pligte, van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir 'n tydperk van een of meer nagte, minstens die volgende verblyfstoelae betaal:

- (a) Waar dit vir die werknemer nodig is om 'n aandete en bed te bekom: R3,50;
- (b) waar dit vir die werknemer nodig is om 'n aandete, bed en ontbyt te bekom: R4,00;
- (c) waar dit vir die werknemer nodig is om 'n bed, ontbyt, middag- en aandete te bekom: R5,00.

C. BETALING VAN BESOLDIGING

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

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

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

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

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

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

- (a) Wanneer 'n werknemer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid;
- (b) enige bedrag wat 'n werkgewer ingevolge of kragtens 'n statutêre wet of bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (c) bedrae bedoel in klousule 17 van Hoofstuk I van hierdie Ooreenkoms;
- (d) met dié skriftelike toestemming van die werknemer, bedrae vir versekerings- of pensioenfondse;
- (e) bydraes tot die fondse van die vakvereniging ingevolge klousule 31 van Hoofstuk I van hierdie Ooreenkoms;
- (f) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, hoogstens die volgende bedrae:

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

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

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

- (a) in die geval van 'n ander werknemer as 'n los drywer van 'n motorvoertuig—
 - (i) 44 in 'n bepaalde week van Maandag tot en met Vrydag;
 - (ii) nege op vyf dae per week en sewe op die ander dag: Met dien verstande dat dit altesaam hoogstens 44 per week is; Voorts met dien verstande dat, as daar op 'n bepaalde dag van 'n werknemer vereis word om later as 11h00 met sy werk te begin,

calculating the ordinary hours of work and overtime be deemed to have commenced work at 11h00;

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

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

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

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

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

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

(a) two hours on any day;

(b) nine hours in any week.

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

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

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

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

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

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

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

(7) *Meal intervals*.—An employee shall be allowed one hour for a meal after five hours' work during which interval no work shall be performed: Provided that if an employer requires his employee to take more than one hour for a meal, all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

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

E. REST PERIODS

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

(a) so that the employee has not at least nine consecutive hours for rest in any period of 24 hours calculated from the time the employee commences work on any day;

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

F. SICK LEAVE

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

G. PROHIBITION OF PIECE-WORK OR TASK-WORK

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

H. UNIFORMS

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

hy vir die berekening van die gewone werkure en oortydwerkure geag moet word om 11h00 te begin werk het;

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

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

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

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

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

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

(a) twee uur op 'n dag;

(b) nege uur in 'n week;

oortydwerk te verrig nie.

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

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

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

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

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

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

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

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

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

E. RUSTYE

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

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

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

F. SIEKTEVERLOF

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

G. VERBOD OP STUKWERK OF TAAKWERK

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

H. UNIFORMS

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

I. CERTIFICATE OF SERVICE

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

J. LOG BOOK

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

DAILY LOG

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

 Date.....19..... Signature of driver

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

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

K. TERMINATION OF CONTRACT OF EMPLOYMENT

The provisions of clause 34 of Chapter I shall *mutatis mutandis* apply. This Agreement signed at Johannesburg on behalf of the parties this 24th day of March 1981.

I. LASAROW,
Chairman of the Council.

A. J. GROENEWALD,
Vice-Chairman of the Council.

P. C. SMIT,
Secretary of the Council.

I. DIENSSERTIFIKAAT

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

J. LOGBOEK

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

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Tipe voertuig en goedgekeurde loonvrag
 Getal sleepwaens aan voertuig gehaak
 Hoe laat werk begin
 Hoe laat werk eindig
 Getal gewone ure gewerk
 Etenspouse(s) van tot
 Onklaarrakings, ongelukke en/of ander vertragsings

 Datum.....19..... Handtekening van drywer

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

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

K. BEËINDIGING VAN DIENSKONTRAK

Klousule 34 van Hoofstuk I is *mutatis mutandis* van toepassing. Hierdie Ooreenkoms is namens die partye op hede die 24ste dag van Maart 1981 te Johannesburg onderteken.

I. LASAROW,
Voorsitter van die Raad.

A. J. M. GROENEWALD,
Ondervoorsitter van die Raad.

P. C. SMIT,
Sekretaris van die Raad.

No. R.1346]

[30 June 1981

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****BEDDING MANUFACTURING INDUSTRY,
TRANSVAAL**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Bedding Manufacturing Industry, published under Government Notice R.1345 of 30 June 1981, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA,
Minister of Manpower

No. R.1346]

[30 Junie 1981

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****BEDDEGOEDNYWERHEID, TRANSVAAL**

Ek, STEPHANUS PETRUS BOTHA, Minister van Manekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Beddegoednywerheid, gepubliseer by Goewermentskennisgewing R.1345 van 30 Junie 1981, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA,
Minister van Manekrag

CONTENTS

Department of Manpower Utilisation

GOVERNMENT NOTICES

No.		PAGE
R.1345	Industrial Conciliation Act, 1956: Bedding Manufacturing Industry Transvaal: Main Agreement	1
R.1346	Factories, Machinery and Building Work Act, 1941: Bedding Manufacturing Industry, Transvaal	42

INHOUD

Departement van Mannekragbenutting

GOEWERMENTSKENNISGEWINGS

No.		BLADSY
R.1345	Wet op Nywerheidsversoening, 1956: Beddegoednywerheid, Transvaal: Hoofdooreenkoms	1
R.1346	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Beddegoednywerheid, Transvaal	42