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31 OKTOBER 1975

[No. 4887

R. 2043

31 October 1975

INDUSTRIAL CONCILIATION ACT, 1956

**BEDDING MANUFACTURING INDUSTRY, TRANS-
VAAL.—TRAINING FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

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

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

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

M. VILJOEN, Minister of Labour.

41686—A

R. 2043

31 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956

**BEDDEGOEDNYWERHEID, TRANSVAAL.—OPLEI-
DINGSFONDSOOREENKOMS**

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

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

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

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

M. VILJOEN, Minister van Arbeid.

4887—1

SCHEDULE

THE INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal

(hereinafter referred to as the "employers" or the "employer's organisation"), of the one part, and the

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply only to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for a period of three years 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 meanings as in that Act, and 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; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the Industrial Council for the bedding Manufacturing Industry of the Transvaal, registered in terms of section 19 of the Act;

"employee" means any persons (other than a Bantu) employed by, or working for any employer and receiving, or being entitled to receive, any remuneration, and any other person whatsoever (other than a Bantu) who in any manner assists in the carrying on or conducting of the business of an employer; and "employed" and "employment" have corresponding meanings;

"employer" means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business and "employ" and "employment" have corresponding meanings;

"Fund" shall mean the Furniture Manufacturing Industry Training Fund, referred to in clause 4;

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

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

(b) studio couches;

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

OOREENKOMS

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

Bedding Manufacturers' Association of the Transvaal

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

National Association of Furniture and Allied Workers of South Africa

en die

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Beddegoednywerheid, Transvaal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"Raad" die Nywerheidsraad vir die Beddegoednywerheid, Transvaal, geregistreer ingevolge artikel 19 van die Wet;

"werknemer", enige persoon (behalwe 'n Bantoe) wat in diens is by of werk verrig vir enige werkgever en beloning ontvang of geregtig is om dit te ontvang, en enige ander persoon hoegenaamd (uitgesonderd 'n Bantoe) wat op enige wyse help om die besigheid van 'n werkgever voort te sit of te drywe; en het "in diens" en "diens" ooreenstemmende betekenisse;

"werkgever", enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe; en het "in diens he", "in diens neem" en "diens" ooreenstemmende betekenisse;

"Fonds" die "Opleidingsfonds vir die Meubelnywerheid" in klousule 4 bedoel;

"Beddegoednywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat 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 genoem in paragrawe (a) en (b) indien uitgevoer deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens geneem is, maar uitgesonderd die werksaamhede en prosesse 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 siplek 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 slaoppoppervlakte uit matrasse en/of kussings moet bestaan;

"Main Agreement" means any current agreement for the Bedding Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"remuneration" means the gross payments (other than that of proprietors or managing directors), for work done in the Bedding Manufacturing Industry, which includes normal pay, payment for overtime, bonus and holiday payments as well as cash allowances, but shall not include payments in kind such as the provision of houses or motor vehicles.

4. FURNITURE MANUFACTURING INDUSTRY TRAINING FUND

(1) The Council, having been advised of the establishment of the Furniture Manufacturing Industry Training Fund, hereby authorises for the purpose of implementing the objects set forth in the Constitution of the Fund, the collection of levies in accordance with the procedure detailed hereunder:

(2) From the date of coming into operation of this Agreement, every employer shall pay to the Council a monthly levy equivalent to 0,5 per cent of the total remuneration paid by him to all employees employed by him during the month to which the payment refers.

(3) (a) Subject to the provisions of paragraph (b) all amounts payable in terms of subclause (2) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council, P.O. Box 10467, Johannesburg, 2000. When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to the Main Agreement.

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

(4) The Council shall, at the end of each month, remit to the Fund the total amount of contributions collected in terms of subclause (3), less a collection fee not exceeding two per cent, which amounts shall accrue to the general funds of the Council.

(5) Every employer in the Industry shall submit to the Training Board at the Head Office, P.O. Box 61631, Marshalltown, 2017, Transvaal, by the 21st day of the month following the end of each quarter a return showing the total salaries and wages paid by him to all employees employed by him in the three calendar months preceeding 28/29 February, 31 May, 31 August and 30 November of each year. All employees employed by him shall be deemed to be employed in the Bedding Manufacturing Industry unless he provides contrary proof to the satisfaction of the Training Board. The employer shall have such returns certified annually by a public auditor.

(6) Copies of the Constitution and of the audited annual accounts and balance sheets of the Fund shall be lodged with the Council and the Secretary for Labour. For the purposes of this subclause, the term "Constitution" includes any amendments to the Constitution adopted from time to time.

This Agreement signed on behalf of the parties at Johannesburg this 8th day of August 1975.

J. F. KLOPPER, Chairman.

M. STEELE, Acting Vice-Chairman.

P. C. SMIT, Secretary.

"Hoofdooreenkoms" enige bestaande ooreenkoms vir die Beddegoednywerheid, Transvaal, wat ingevolge artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by afwesigheid van sodanige ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"beloning" die bruto betalings (uitgesonderd dié aan eienaars of besturende direkteurs) vir werk in die Beddegoednywerheid gedoen, wat gewone betaling, betaling vir oortydwerk, bonus- en vakansiebetalings asook kontanttoelaes insluit, maar uitgesonderd betalings in natura soos die verskaffing van huise of motorvoertuie.

4. OPLEIDINGSFONDS VIR DIE MEUBELNYWERHEID

(1) Nademaal die Raad van die instelling van die Opleidingsfonds vir die Meubelnywerheid in kennis gestel is, magtig hy hierby die invordering van heffings ooreenkomstig die prosedure hieronder uiteengesit, met die doel om die doelwitte in die Fondse se Konstitusie gemeld, te verwesenlik.

(2) Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms moet elke werkgewer maandeliks 'n heffing aan die Raad betaal gelyk aan 0,5 persent van die totale beloning wat hy betaal het aan al sy werknemers wat by hom in diens was gedurende die maand waarop die betaling betrekking het.

(3) (a) Behoudens paragraaf (b), moet die werkgewer alle bedrae wat ingevolge subklousule (2) betaalbaar is maand vir maand, en voor of op die 10de dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaalbaar is, aan die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000, betaal. Wanneer betaling geskied, moet die werkgewer 'n opgawe voorlê in die vorm soos in Aanhangsel F van die Hoofdooreenkoms uiteengesit.

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

(c) Indien die Raad enige bedrag wat ingevolge hierdie klousule betaalbaar is, nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, moet die werkgewer rente op sodanige bedrag betaal of op sodanige mindere bedrag wat nog nie betaal is nie, bereken teen 1 persent per maand of gedeelte daarvan vanaf die 10de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad die reg het om na sy volstrekte goëddunke betaling van die rente of 'n gedeelte daarvan kwyt te skeld.

(4) Die Raad moet aan die einde van elke maand die totale bedrag van die bydraes wat ingevolge subklousule (3) ingevorder is aan die Fonds stuur, min invorderingsgeld van hoogstens 2 persent, welke bedrae aan die Raad se algemene fondse moet toeval.

(5) Elke werkgewer in die Nywerheid moet teen die 21ste dag van die maand wat volg op die einde van elke kwartaal aan die Opleidingsraad by sy Hoofkantoor, Posbus 61631, Marshalltown, 2017, Transvaal, 'n opgawe stuur van die totale bedrag aan salarisse en lone wat hy betaal het aan alle werknemers wat in die drie kalendermaande vóór 28/29 Februarie, 31 Mei, 31 Augustus en 30 November elke jaar by hom in diens was. Alle werknemers in diens by hom word geag in diens van die Beddegoednywerheid te wees tensy hy tot tevredenheid van die Opleidingsraad die teenoorgestelde bewys lewer. Die werkgewer moet dié opgawes jaarliks deur 'n openbare ouditeur laat sertifiseer.

(6) Kopieë van die Konstitusie en van die geouditeerde jaarlikse rekeninge en balansstate van die Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "Konstitusie" in alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word. Hierdie Ooreenkoms is namens die partye op hede die 8ste dag van Augustus 1975 te Johannesburg onderteken.

J. F. KLOPPER, Voorsitter

M. STEELE, Waarnemende Ondervoorsitter.

P. C. SMIT, Sekretaris.

R. 2044

31 October 1975

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

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

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

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

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal

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

National Union of Furniture and Allied Workers of South Africa

and the

National Association of Furniture and Allied Workers of South Africa

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

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

to amend the Agreement of the said Council published under Government Notice R. 1514 of 8 August 1975, as amended by Government Notice R. 1924 of 9 October 1975 and as corrected by Government Notices R. 1625 of 22 August 1975 and R. 1923 of 9 October 1975.

1. In Chapter I, substitute the following for Annexure F:

R. 2044

31 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—WYSIGING VAN HOOFDOOREENKOMS

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

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

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID (TRANSVAAL)

OOREENKOMS

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

Bedding Manufacturers' Association of the Transvaal

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

National Union of Furniture and Allied Workers of South Africa

en die

National Association of Furniture and Allied Workers of South Africa

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

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

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing R. 1514 van 8 Augustus 1975, soos gewysig by Goewermentskennisgewing R. 1924 van 9 Oktober 1975 en soos verbeter by Goewermentskennisgewings R. 1625 van 22 Augustus 1975 en R. 1923 van 9 Oktober 1975, te wysig.

1. In Hoofstuk I, vervang Aanhangsel F deur die volgende:

To be completed in duplicate.

"APPENDIX F

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

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

Name of firm.....

Address of firm.....

Phone No.

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

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

Moet in duplo ingevul word.

"AANHANGSEL F

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

Maandelikse staat van bedrae wat afgetrek word van die lone van werknemers ingevolge die Hoofdooreenkoms en die heffing betaalbaar ingevolge die Opleidingsfondsooreenkoms. Tjeks moet voor of op die 10de van elke maand gestuur word aan die Sekretaris, Nywerheidsraad vir die Beddegoednywerheid, Posbus 10467, Johannesburg, 2000.

Naam van firma.....

Adres van firma.....

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

In kolomne 10 tot 15 sluit asb. alle tyd uit wat werklik gewerk is op Sondae en openbare vakansiedae met besoldiging wat op 'n Saterdag geval het.

This Amending Agreement signed on behalf of the parties at Johannesburg this 29th day of September 1975.

I. LASAROW, Chairman of the Council.
J. F. KLOPPER, Vice-Chairman of the Council.
P. C. SMIT, Secretary of the Council.

R. 2045 31 October 1975

**INDUSTRIAL CONCILIATION ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
TRANSSVAAL.—TRAINING FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

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

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

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

M. VILJOEN, Minister of Labour.

SCHEDULE

**THE INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY, TRANSSVAAL**

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the
'Transvaal Furniture and Upholstery Manufacturers'
Association

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

National Association of Furniture and Allied Workers
of South Africa

and the

National Union of Furniture and Allied Workers of
South Africa

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

being parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed therein; and

Hierdie Wysigingsooreenkoms is namens die partye op hede die 29ste dag van September 1975 te Johannesburg onderteken.

I. LASAROW, Voorsitter van die Raad.
J. F. KLOPPER, Ondervoorsitter van die Raad.
P. C. SMIT, Sekretaris van die Raad.

R. 2045 31 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956

**MEUBELNYWERHEID, TRANSSVAAL.—
OPLEIDINGSFONDSSOOREENKOMS**

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

**NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID,
TRANSSVAAL
OOREENKOMS**

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

Transvaal Furniture and Upholstery Manufacturer's Association
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Association of Furniture and Allied Workers of
South Africa

en die

National Union of Furniture and Allied Workers of
South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Transvaal nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in the Province of the Transvaal and in the Magisterial Districts of Ganyesa, Mafeking, Molopo, Taung [excluding those portions which, prior to 1 December 1971 (Government Notice 1922 of 22 October 1971), fell within the Magisterial Districts of Barkly West and Hartswater], Vryburg and in those portions of the Magisterial Districts of Ditsobotla and Tlhaping-Tlharo which, prior to 1 December 1971 (Government Notice 1891 of 22 October 1971), fell within the Magisterial Districts of Mafeking and Vryburg, respectively.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

(a) apply only to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any regulation made thereunder or contract entered into in terms of the said Act.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for a period of three years, 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 meanings as in that Act, and 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; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“Council” means the Industrial Council for the Furniture Manufacturing Industry of the Transvaal, registered in terms of section 19 of the Act;

“employee” means any person (other than a Bantu) employed by, or working for any employer and receiving, or being entitled to receive any remuneration, and any other person whatsoever (other than a Bantu) who in any manner assists in the carrying on or conducting of the business of an employer; and “employed” and “employment” have corresponding meanings;

“employer” means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business and “employ” and “employment” have corresponding meanings;

“Fund” means the “Furniture Manufacturing Industry Training Fund”, referred to in clause 4;

“Furniture Manufacturing Industry” or “Industry” means—without in any way limiting the ordinary meaning of the expression—the Industry in which employers and employees are associated for the manufacture either in whole or part of all types of furniture irrespective of the materials used, and shall include, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or repolishing; making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, woodturning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where woodmachining, woodturning and/or carving in connection with the production of furniture is carried on; and includes, further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated blockboard or plywood doors used for furniture and all parts of materials used in the construction of furniture, but excludes the manufacture of studio couches as defined hereinafter, and cushions for such studio couches, and the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads.

A “studio couch” for the purposes of this definition means 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;

(b) in die provinsie Transvaal en die landdrostrikte Ganyesa, Mafeking, Molopo, Taung [uitgesonderd dié dele wat voor 1 Desember 1971 (Goewermentskenningsgewing 1922 van 22 Oktober 1971) binne die landdrostrikte Barkly-Wes en Hartswater geval het], Vryburg en in dié gedeeltes van die landdrostrikte Ditsobotla en Tlhaping-Tlharo wat voor 1 Desember 1971 (Goewermentskenningsgewing 1891 van 22 Oktober 1971) binne onderskeidelik die landdrostrikte Mafeking en Vryburg geval het.

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

(a) slegs van toepassing op werknemers vir wie lone in die Hoofooreenkoms voorgeskryf word, en op die werkgewers van dié werknemers;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of met 'n regulasie gemaak of kontrak aangegaan ingevolge genoemde Wet.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoenings, 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; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Nywerheidsversoenings, 1956;

“Raad” die Nywerheidsraad vir die Meubelnywerheid, Transvaal, geregistreer ingevolge artikel 19 van die Wet;

“werknemer”, enige persoon (behalwe 'n Bantoe) wat in diens is by of werk verrig vir enige werkgewer en beloning ontvang of geregtig is om dit te ontvang, en enige ander persoon hoegenaamd (uitgesonderd 'n Bantoe) wat op enige wyse help om die besigheid van 'n werkgewer voort te sit of te drywe; en het “in diens” en “diens” ooreenstemmende betekenisse;

“werkgewer” enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe; en het “in diens hê”, “in diens neem” en “diens” ooreenstemmende betekenisse;

“Fonds” die “Opleidingsfonds vir die Meubelnywerheid” in klousule 4 bedoel;

“Meubelnywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die soort materiaal gebruik, en dit omvat onder andere die volgende werksaamhede:

Herstel, stoffeer-, herstoffeer-, beits-, spuit-, of poleer- en/of herpoleerwerk; dié maak van los oortreksels en/of kussings en/of gordyne en/of dié maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, finewerk, houtdraaiwerk, houtsnijwerk in verband met dié vervaardiging en/of herstel van meubels, poleer en/of herpoleerwerk aan klaviere of dié vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroec of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook werksaamhede wat uitgevoer word in 'n perseel waar houtmasjienwerk, houtdraaiwerk en/of houtsnijwerk in verband met dié vervaardiging van meubels verrig word; en voorts ook dié herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin dié vervaardiging van meubels of 'n werksaamheid wat in verband staan met dié finale voorbereiding van 'n meubelstuk vir verkoop in sy geheel of gedeeltelik uitgevoer word, en dié finering van deure wat van lamelblokbord of laaghout gemaak is en vir meubels gebruik word en alle dele van materiaal wat vir dié vervaardiging van meubels gebruik word, maar uitgesonderd dié vervaardiging van ateljeerusbanke soos hieronder omskryf en van kussings vir sodanige ateljeerusbanke, en dié vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak is, en dié vervaardiging van metaalmeubels, met inbegrip van dié vervaardiging van metaalkatels.

Vir dié toepassing van hierdie omskrywing beteken “ateljeerusbank” 'n meubelstuk wat so ontwerp is dat dit sitplek bied en omgeskakel kan word in 'n dubbelbed of twee of meer beddens en wat 'n raamwerk het wat hoofsaaklik van metaal gemaak is en waarvan dié sit- en/of slaapoppervlakke uit matras en/of kussings bestaan;

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"remuneration" means the gross payments (other than that of proprietors or managing directors), for work done in the Furniture Manufacturing Industry, which include normal pay, payment for overtime, bonus and holiday payments as well as cash allowances, but does not include payments in kind such as the provision of houses or motor vehicles.

4. FURNITURE MANUFACTURING INDUSTRY TRAINING FUND

(1) The Council, having been advised of the establishment of the Furniture Manufacturing Industry Training Fund, hereby authorises for the purpose of implementing the objects set forth in the Constitution of the Fund, the collection of levies in accordance with the procedure detailed hereunder.

(2) From the date of coming into operation of this Agreement, every employer shall pay to the Council a monthly levy equivalent to 0.5 per cent of the total remuneration paid by him to all his employees in the Industry for whom minimum wages are prescribed in the Main Agreement and apprentices.

(3) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclause (2) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council, P.O. Box 10467, Johannesburg, 2000. When making such payment, the employer shall furnish a statement in the form specified as per Appendix F to the Main Agreement.

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

(4) The Council shall, at the end of each month, remit to the Fund the total amount of contributions collected in terms of subclause (3), less a collection fee not exceeding 2 per cent, which amounts shall accrue to the general funds of the Council.

(5) Every employer in the Industry shall submit to the Training Board at the Head Office, P.O. Box 61631, Marshalltown, 2017, Transvaal, by the 21st day of the month following the end of each quarter a return showing the total salaries and wages paid by him to all employees employed by him in the three calendar months preceding 28/29 February, 31 May, 31 August and 30 November of each year. All employees employed by him shall be deemed to be employed in the Furniture Manufacturing Industry unless he provides contrary proof to the satisfaction of the Training Board. The employer shall have such returns certified annually by a public auditor.

(6) Copies of the Constitution and of the audited annual accounts and balance sheets of the Fund shall be lodged with the Council and the Secretary for Labour. For the purposes of this subclause, the term "Constitution" includes any amendments to the Constitution adopted from time to time.

This Agreement signed on behalf of the parties at Johannesburg this 8th day of August 1975.

J. F. KLOPPER, Chairman.

I. R. MYERS, Vice-Chairman.

P. C. SMIT, Secretary.

"Hoofdooreenkoms" enige bestaande ooreenkoms vir die Meubelnywerheid, Transvaal, wat ingevolge artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by afwesigheid van sodanige ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"beloning" die bruto betalings (uitgesonderd dié aan eienaars of besturende direkteurs) vir werk in die Meubelnywerheid gedoen, wat gewone betaling, betaling vir oortydwerk, bonus- en vakansiebetalings asook kontanttoelae insluit, maar uitgesonderd betalings in natura soos die verskaffing van huise of motorvoertuie.

4. OPLEIDINGSFONDS VIR DIE MEUBELNYWERHEID

(1) Nademaal die Raad van die instelling van die Opleidingsfonds vir die Meubelnywerheid in kennis gestel is, magtig hy hierby die invordering van heffings ooreenkomstig die prosedure hieronder uiteengesit, met die doel om die doelwitte in die Fonds se Konstitusie gemeld, te verwesenlik.

(2) Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms moet elke werkgever maandeliks 'n heffing aan die Raad betaal gelyk aan 0,5 persent van die totale beloning wat hy aan al sy werknemers in die Nywerheid vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word en aan vakleerlinge betaal.

(3) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousule (2) betaalbaar is maand vir maand, en voor of op die 10de dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaalbaar is, aan die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000, betaal. Wanneer betaling geskied, moet die werkgever 'n opgawe voorlê in die vorm soos in Aanhangsel F van die Hoofdooreenkoms uiteengesit.

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

(c) Indien die Raad enige bedrag wat ingevolge hierdie klousule betaalbaar is, nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dié betaalbaar is, ontvang nie, moet die werkgever rente op sodanige bedrag betaal of op sodanige mindere bedrag wat nog nie betaal is nie, bereken teen 1 persent per maand of gedeelte daarvan vanaf die 10de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad die reg het om na sy volgestrekte goedgekeurde betaling van die rente of 'n gedeelte daarvan kwyt te skeld.

(4) Die Raad moet aan die einde van elke maand die totale bedrag van die bydraes wat ingevolge subklousule (3) ingevorderd is aan die Fonds stuur, min invorderingsgeld van hoogstens 2 persent welke, bedrae aan die Raad se algemene fondse moet toeval.

(5) Elke werkgever in die Nywerheid moet teen die 21ste dag van die maand wat volg op die einde van elke kwartaal aan die Opleidingsraad by sy Hoofkantoor, Posbus 61631, Marshalltown, 2017, Transvaal, 'n opgawe stuur van die totale bedrag aan salarisse en lone wat by betaal het aan alle werknemers wat in die drie kalendermaande vóór 28/29 Februarie, 31 Mei, 31 Augustus en 30 November elke jaar by hom in diens was. Alle werknemers in diens by hom word geag in diens van die Meubelnywerheid te wees tensy hy tot tevreedenheid van die Opleidingsraad die teenoorgestelde bewys lewer. Die werkgever moet dié opgawes jaarliks deur 'n openbare ouditeur laat sertifiseer.

(6) Kopies van die Konstitusie en van die geouditeerde jaarlikse rekening en balansstate van die Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "Konstitusie" in alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word.

Hierdie Ooreenkoms is namens die partye op hede die 8ste dag van Augustus 1975 te Johannesburg onderteken.

J. F. KLOPPER, Voorsitter.

I. R. MYERS, Ondervoorsitter.

P. C. SMIT, Sekretaris.

R. 2046

31 October 1975

INDUSTRIAL CONCILIATION ACT, 1956
FURNITURE MANUFACTURING INDUSTRY,
TRANSCVAAL.—AMENDMENT OF MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (2) of the Amending Agreement; and

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

M. VILJOEN, Minister of Labour.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY, TRANSCVAAL
AGREEMENT

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

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

National Association of Furniture and Allied Workers of South Africa
 and the

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry, Transvaal,

to amend the Agreement of the said Council published under Government Notice R. 1518 of 8 August 1975, as amended by Government Notice R. 1922 of 9 October 1975 and as corrected by Government Notices R. 1634 of 22 August 1975 and R. 1921 of 9 October 1975.

1. The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal—

(1) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions who are engaged or employed therein;

(2) in the Province of the Transvaal and in the Magisterial Districts of Ganyesa, Mafeking, Molopo, Taung [excluding those portions which, prior to 1 December 1971 (Government Notice 1922 of 22 October 1971) fell within the Magisterial Districts of Barkly West and Hartswater], Vryburg and in those portions of the Magisterial Districts of Ditsobotla and Tlhaping-Tlharo which, prior to 1 December 1971 (Government Notice 1891 of 22 October 1971), fell within the Magisterial Districts of Mafeking and Vryburg respectively.

2. In Chapter I, substitute the following for Annexure F:

R. 2046

31 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956
MEUBELNYWERHEID, TRANSCVAAL.—
WYSIGING VAN HOOFOOREENKOMS

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, in die gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE
NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID,
TRANSCVAAL
OOREENKOMS

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

Transvaal Furniture and Upholstery Manufacturers' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

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

National Union of Furniture and Allied Workers of South Africa (hierna die "werknemers" of the "vakvereniging" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing R. 1518 van 8 Augustus 1975, soos gewysig by Goewermentskennisgewing R. 1922 van 9 Oktober 1975 en soos verbeter by Goewermentskennisgewings R. 1634 van 22 Augustus 1975 en R. 1921 van 9 Oktober 1975, te wysig.

1. Hierdie Ooreenkoms moet in die Meubelnywerheid, Transvaal, nagekom word—

(1) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(2) in die provinsie Transvaal en die landdrostdistrikte Ganyesa, Mafeking, Molopo, Taung [uitgesonderd dié dele wat voor 1 Desember 1971 (Goewermentskennisgewing 1922 van 22 Oktober 1971) binne die landdrostdistrikte Barkley-Wes en Hartswater geval het], Vryburg en in dié gedeeltes van die landdrostdistrikte Ditsobotla en Tlhaping-Tlharo wat voor 1 Desember 1971 (Goewermentskennisgewing 1891 van 22 Oktober 1971) binne onderskeidelik die landdrostdistrikte Mafeking en Vryburg geval het.

2. In Hoofstuk I, vervang Aanhangsel F deur die volgende:

To be completed in duplicate.

"APPENDIX F

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

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

Name of firm.....

Address of firm.....

Phone No.....

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

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

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

Moet in duplo ingevul word.

"AANHANGSEL F

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, TRANSVAAL

Maandelikse staat van bedrae wat afgetrek word van die lone van werknemers ingevolge die Hoofoorrekenings en die heffing betaalbaar ingevolge die Opleidingsfondsooreenkomst vir die Meubelnywerheid. Tjeks moet voor of op die 10de van elke maand gestuur word aan die Sekretaris, Nywerheidsraad vir die Meubelnywerheid, Posbus 10467, Johannesburg, 2000.

Naam van firma.....

Adres van firma.....

Telefoonnommer.....

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

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

In kolom 10 tot 15 sluit asb. alle tyd uit wat werklik gewerk is op Sondae en openbare vakansiedae met besoldiging wat op 'n Saterdag geval het.

This amending Agreement signed on behalf of the parties at Johannesburg, this 29th day of September 1975.

J. F. KLOPPER, Chairman of the Council.

I. R. MYERS, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

Hierdie Wysigingsooreenkoms is namens die partye op hede die 29ste dag van September 1975 te Johannesburg onderteken.

J. F. KLOPPER, Voorsitter van die Raad.

I. R. MYERS, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R1,35 (overseas postage 10c extra) per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-tegniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R1,35 (oorsee posgeld 10 sent ekstra) per nommer van bogenoemde adres verkrygbaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print	Vol. 7 Part 1 1958 R2
2 1937 75c	2 1960 R3
3 1938 75c	3 1961 R3
4 1939 75c	4 1962 R3

Vol. 4 Part 1 1941 75c	Vol. 8 Part 1 1962 R3
2 1942 75c	2 1964 R3
3 1948 75c	3 1965 R3
4 1948 75c	4 1965 R3

Vol. 5 1950 R3	Supplement
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Vol. 6 Part 1 1951 R1,50	Vol. 9 Part 1 1966 R3
2 1954 R2,50	2 1967 R3
3 1956 R2	3 and 4
4 1957 R2	1969 R6

Vol. 10 Part 1 1969 R3
2 1971 R3
3 1971 R3
4 1972 R3

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk	Vol. 7 Deel 1 1958 R2
2 1937 75c	2 1960 R3
3 1938 75c	3 1961 R3
4 1939 75c	4 1962 R3

Vol. 4 Deel 1 1941 75c	Vol. 8 Deel 1 1962 R3
2 1942 75c	2 1964 R3
3 1948 75c	3 1965 R3
4 1948 75c	4 1965 R3

Vol. 5 1950 R3	Supplement
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Vol. 6 Deel 1 1951 R1,50	Vol. 9 Deel 1 1966 R3
2 1954 R2,50	2 1967 R3
3 1956 R2	3 en 4
4 1957 R2	1969 R6

Vol. 10 Deel 1 1969 R3
2 1971 R3
3 1971 R3
4 1972 R3

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

MILITARIA

Militaria is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

South Africa's participation in the two World Wars.

Unit histories.

The growth and development of the South African Defence Force.

Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

MILITARIA

Militaria is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenis.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronnepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.

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