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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

R3041

4 January 1991

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING INDUSTRY—TRANSVAAL

RE-ENACTMENT OF MAIN AGREEMENTS

I, ELI VAN DER MERWE LOUW, Minister of
Manpower, hereby—

- (a) in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1991 and for the period ending 30 June 1991 upon the employers' organisation and the trade union which entered into said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (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), 1(3), and 2, shall be binding, with effect from 1 January 1991 and for the period ending 30 June 1991, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

ELI V.D. M. LOUW
Minister of Manpower

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

R.3041

4 Januarie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID— TRANSVAAL

HERBEKRAGTIGING VAN HOOFOOREENKOMSTE

Ek, ELI VAN DER MERWE LOUW, Minister van
Mannekrag, verklaar hierby—

- (a) kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1991 en vir die tydperk wat op 30 Junie 1991 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; en
- (b) kragtens artikel 48(1)(b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1(1)(a), 1(3) en 2, met ingang van 1 Januarie 1991, en vir die tydperk wat op 30 Junie 1991 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

ELI V.D. M. LOUW
Minister van Mannekrag

SCHEDULE**INDUSTRIAL COUNCIL FOR THE FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

(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 Furniture and Bedding Manufacturing Industry, Transvaal.

1. SCOPE OF APPLICATION AND PERIOD OF OPERATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed in the Furniture and Bedding Manufacturing Industry, respectively.
- (b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

- (a) only apply in respect of employees for whom minimum wages are prescribed and to working employers as defined in the Agreement published under Government Notices R.1345 and R.1347 of 30 June 1981, as amended and re-enacted from time to time;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder.
- (c) be subject to the provisions of the Determination by the Industrial Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

(3) 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 remain in operation for the period ending 30 June 1991 or such period as may be determined by him.

2. SPECIAL PROVISIONS

(1) The provisions of clauses 9(5)(c), 22, 24, 25, 31 and 43 of Chapter I and clause C(6)(e) of Chapter III of the Agreement published under Government Notice R.1345 of 30 June 1981, as amended by Government Notices R.1817 of 27 August 1982, R.1918 of 2 September 1983, R.2613 of 15 November 1985, R.1879 of 12 September 1986, R.1721 of 26 August 1988 and R.203 of 2 February 1990 (hereinafter referred to as the Former Bedding Manufacturing Industry Agreement), as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

(2) The provisions of clauses 9(5)(c), 22, 24, 25, 31 and 41 of Chapter I and clause C(6)(e) of Chapter III of the Agreement published under Government Notice R.1347 of 30 June 1981 and amended by Government Notices R.1819 of 27 August 1982, R.1920 of 2 September 1983, R.2614 of 15 November 1985, R.1878 of 12 September 1986, R.1722 of 26 August 1988 and R.205 of 2 February 1990 (hereinafter referred to as the Former Furniture Manufacturing Industry Agreement), as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

3. GENERAL PROVISIONS

(1) The provisions of clauses 3 to 9(5)(b) inclusive, 9(5)(d) to 21 inclusive, 23, 26 to 30 inclusive, 32 to 42 inclusive, and 44 to 45 of Chapter I, Chapter II, clauses A to C(6)(d) inclusive and C(6)(f) to

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBEL- EN BEDDEGOED-NYWERHEID, TRANSVAAL****OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

(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 Meubel- en Beddegoednywerheid, Transvaal.

1. TOEPASSINGSBESTEK EN GELDIGHEIDSDUUR VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubel- en Beddegoednywerheid, Transvaal, nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Meubel- en Beddegoednywerheid betrokke of daarin werksaam is;
- (b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

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

- (a) slegs van toepassing op werknemers vir wie minimum lone voorgeskryf word en op werkende werkgewers soos omskryf in die Ooreenkomste gepubliseer by Goewermenskennisgewings R.1345 en R.1347 van 30 Junie 1981, soos van tyd tot tyd gewysig en herbekragtig;
- (b) van toepassing op vakleerlinge sower dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of die Wysigingswet of Mannekragopleiding, 1990, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet, en
- (c) onderworpe aan die bepalings van die Vasstelling van die Nywerheidshof gedateer 30 Oktober 1984, in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal en Natal, en die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

(3) Geldigheidsduur van ooreenkoms—Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48(1) van die Wet vasstel en bly van krag vir die tydperk wat op 30 Junie 1991 eindig of vir dié tydperk wat hy bepaal.

2. SPESIALE BEPALINGS

(1) Klousules 9(5)(c), 22, 24, 25, 31 en 43 van Hoofstuk I en klousule C(6)(e) van Hoofstuk III van die Ooreenkoms gepubliseer by Goewermenskennisgewing R.1345 van 30 Junie 1981, soos gewysig deur Goewermenskennisgewings R.1817 van 27 Augustus 1982, R.1918 van 2 September 1983, R.2613 van 15 November 1985, R.1879 van 12 September 1986, R.1721 van 26 Augustus 1988 en R.203 van 2 Februarie 1990 (hierna genoem die Vorige Ooreenkoms van die Beddegoednywerheid), soos verder gewysig, herbekragtig, verleng en hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

(2) Klousules 9(5)(c), 22, 24, 25, 31 en 41 van Hoofstuk I en klousule C(6)(e) van Hoofstuk III van die Ooreenkoms gepubliseer by Goewermenskennisgewing R.1347 van 30 Junie 1981 en gewysig deur Goewermenskennisgewings R.1819 van 27 Augustus 1982, R.1920 van 2 September 1983, R.2614 van 15 November 1985, R.1878 van 12 September 1986, R.1722 van 26 Augustus 1988 en R.205 van 2 Februarie 1990 (hierna genoem die Vorige Ooreenkoms vir die Meubelnywerheid) soos verder gewysig, herbekragtig, verleng en hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

3. ALGEMENE BEPALINGS

(1) Klousules 3 tot en 9(5)(b), 9(5)(d) tot en 21, 23, 26 tot en met 30, 32 tot en met 42 en 44 tot 45 van Hoofstuk I, Hoofstuk II, klousules A tot en met C(6)(d) en C(6)(f) tot en met K van Hoofstuk

K inclusive of Chapter III of the Former Bedding Manufacturing Industry Agreement, as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

(2) The provisions of clauses 3 to 9(5)(b) inclusive, 9(5)(d) to 21, inclusive, 23, 26 to 30 inclusive, 32 to 40 inclusive, 42 and 43 of Chapter I, Chapter II, Clauses A to C(6)(d) inclusive and C(6)(f) to K inclusive of Chapter III of the Former Furniture Manufacturing Industry Agreement, as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

4. DIVISION OF THE FORMER BEDDING MANUFACTURING INDUSTRY AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY AGREEMENT

CHAPTER I

Insert the following new clause after "CLAUSE 45. COMPULSORY RETIREMENT AGE".

"CLAUSE 46. NEW ENTRANT".

5. CLAUSE 3 OF THE FORMER BEDDING MANUFACTURING INDUSTRY AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY AGREEMENT—DEFINITIONS.

(1) Substitute the following definition for the definition of "Bedding Manufacturing Industry" and "Furniture Industry" or "Industry", respectively:

"'Furniture and Bedding Manufacturing Industry' means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of furniture and bedding, irrespective of the materials used, and includes, *inter alia*, the following:

- (a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing; the 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, wood-turning and carving in connection with the manufacturing and/or repairing of furniture; the polishing and/or repolishing of pianos; and/or the manufacturing 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; including the activities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and including 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 manufacturing of furniture; but excluding the manufacturing of studio couches as defined hereinafter, and cushions for such studio couches, the manufacturing of articles made principally of wicker, grass and/or cane, and the manufacturing of metal furniture including the manufacturing of metal bedsteads;
- (b) that portion of the Furniture Manufacturing Industry concerned with the manufacturing of television cabinets, but excluding the manufacturing of television cabinets made principally of metal and/or plastic and/or television cabinets made by manufacturers of television sets for the housing of television sets manufactured by them in the Magisterial Districts of Alberton and Johannesburg;
- (c) the manufacturing of bedding, which includes any one or more of the following operations:
 - (i) The manufacturing of mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;
 - (ii) the manufacturing of studio couches;
 - (iii) all operations and processes incidental to the manufacturing of the articles mentioned in (i) or (ii) if carried out by an employee employed in the manufacturing of such articles, but excluding the operations and processes in the manufacturing and/or assembly of metal parts of such articles;

'studio couch', for the purposes of (a) and (c), means an article of furniture which is designed for seating and for conversion into a double bed or two or more beds and of which the frame

III van die Vorige Ooreenkoms vir die Beddegoednywerheid, soos verder gewysig, herbekragtig, verleng en hiernieu van tyd tot tyd is van toepassing op werkgewers en werknemers.

(2) Klousules 3 tot en met 9(5)(b), 9(5)(d) en met tot 21, 23, 26 tot en met 30, 32 tot en met 40, 42 en 43 van Hoofstuk I, Hoofstuk II, klousules A tot en met C(6)(d) en C(6)(f) tot en met K van Hoofstuk III van die Vorige Ooreenkoms vir die Meubelnywerheid, soos verder gewysig, herbekragtig, verleng en hiernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

4. HOOFSTUK I VAN DIE VORIGE OOREENKOMS VIR DIE BEDDEGOEDNYWERHEID EN DIE VORIGE OOREENKOMS VIR DIE MEUBELNYWERHEID

HOOFSTUK I

Voeg die volgende nuwe klousule in na "Klousule 45." VERPLIGTE VERPLIGTE AFTREE-OUDERDOM
"KLOUSULE 46. NUWE INKOMELING"

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS VIR DIE BEDDEGOEDNYWERHEID EN DIE VORIGE OOREENKOMS VIR DIE MEUBELNYWERHEID WOORDOMSKRYWING

(1) Vervang die omskrywing van "Beddegoednywerheid" en "Meubelnywerheid" of "Nywerheid" onderskeidelik deur die volgende:

"'Meubel- en Beddegoednywerheid' beteken, sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels en beddegoed, ongeag die materiaal wat gebruik word, en omvat dit onder meer die volgende:

- (a) Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasses en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; en/of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette; met inbegrip van die werksaamhede wat verrig word in persele waar houtmasjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die produksie van meubels gedoen word; en met inbegrip van die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid wat geassosieer word met die finale voorbereiding van 'n meubelstuk wat te koop is, of in die geheel of gedeeltelik, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word; maar uitgesonderd die vervaardiging van ateljeebanke soos hieronder omskryf, en kussings vir sodanige ateljeebanke, die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels;
- (b) die gedeelte van die Meubelnywerheid wat te doen het met die vervaardiging van televisiekabinette, maar uitgesonderd die vervaardiging van televisiekabinette wat hoofsaaklik van metaal en/of plastiek gemaak word en/of televisiekabinette wat deur vervaardigers van televisiestelle gemaak word as omhulsel vir televisiestelle deur hulle vervaardig in die landdrostdistrikte Alberton en Johannesburg;
- (c) die vervaardiging van beddegoed, wat enigeen of meer van die volgende werksaamhede omvat:
 - (i) Die vervaardiging van matrasses, veermatrasses, bomatrasses, bolsters, kopkussings, kussings vir ateljeebanke en veereenhede;
 - (ii) die vervaardiging van ateljeebanke;
 - (iii) alle werksaamhede en prosesse wat met die vervaardiging van die artikels vermeld in (i) of (ii) gepaard gaan indien verrig deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse by die vervaardiging en/of montering van metaaldele van sodanige artikels;

'ateljeebank', vir die doeleindes van (a) en (c), beteken 'n meubelstuk wat ontwerp is as sitplek en vir omstelling in 'n dubbelbed of twee of meer geddens en waarvan die raam

constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions”.

(2) Substitute the following definition for the definition of “Council”:

“‘Council’ means the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal.”

(3) Insert the following new definition after the definition “military service”:

“‘New entrant’ means a Grade IV employee who has not previously been employed in the Industry.”

6. CLAUSE 4 OF THE FORMER BEDDING MANUFACTURING INDUSTRY AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY AGREEMENT—CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

Substitute the following for clause 4:

“4 CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

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

From the evening of Friday, 14 December 1990, to the morning of Wednesday, 9 January 1991.”

7. CLAUSE 11 OF THE FORMER BEDDING MANUFACTURING INDUSTRY AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY AGREEMENT—PAID PUBLIC HOLIDAYS

(1) Insert the expression “Worker’s Day” after the expression “Family Day” where it appears in subclause (1) and subclause (6).

(2) Insert the following new subclause (8):

“(8) Notwithstanding the provisions of subclause (1), employees shall be entitled to one additional day’s holiday per annum, the date of which shall be decided by the Industrial Council in January of each year, and such day shall be regarded as a paid public holiday. The provisions of subclause (6) shall *mutatis mutandis* apply.”

8. NEW CLAUSE 46—NEW ENTRANT

Insert the following new clause 46:

“CLAUSE 46—NEW ENTRANT

(1) A new entrant [as defined in clause 5(3) of this Agreement] who enters the Industry from the date on which this Agreement comes into operation, or thereafter, shall only be permitted to perform Grade IV operations referred to in Chapter II of the Agreement.

(2) The weekly remuneration of the new entrant shall be not less than the minimum Grade IV rate prescribed in the Agreement prior to the date on which this Agreement comes into operation.

(3) A new entrant shall complete a period of 26 weeks employment in the Industry, and thereafter the weekly remuneration of the said new entrant shall be increased and shall be not less than the minimum Grade IV rate prescribed in Chapter II of this Agreement or when a new wage increase comes into operation, whichever date is the earliest.”

9. CHAPTER II OF THE FORMER BEDDING MANUFACTURING INDUSTRY AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY AGREEMENT—MINIMUM WAGES AND WAGE INCREASES

Substitute the following for clause 1 of Chapter II:

“CHAPTER II—MINIMUM WAGES AND WAGE INCREASES

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 rate must 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:

hoofsaaklik van metaal gebou en die sitplek en/ofslaapoppervlakke uit matrasse en/of kussings bestaan”.

(2) Vervang die omskrywing van “Raad” deur die volgende:

“‘Raad’ beteken die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal.”

(3) Voeg die volgende nuwe omskrywing in na die omskrywing “militêre diens”:

“‘Nuwe inkomeling’ beteken ‘n werknemer Graad IV wat nooit voorheen in die Nywerheid werksaam was nie.’”

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS VIR DIE BEDDEGOEDNYWERHEID EN DIE VORIGE OOREENKOMS VIR DIE MEUBELNYWERHEID—SLUITING VAN DIE BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

Vervang klousule 4 deur die volgende:

“4 SLUITING VAN BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

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

Vanaf die aand van Vrydag, 14 Desember 1990, tot die oggend van Woensdag, 9 Januarie 1991.”

7. KLOUSULE 11 VAN DIE VORIGE OOREENKOMS VIR DIE BEDDEGOEDNYWERHEID EN DIE VORIGE OOREENKOMS VIR DIE MEUBELNYWERHEID—OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Voeg die uitdrukking “Werkersdag” in na die uitdrukking “Gesinsdag” waar dit in subklousule (1) en subklousule (6) voorkom.

(2) Voeg die volgende nuwe subklousule (8) in:

“(8) Ondanks subklousule (1) is werknemers geregtig op ‘n addisionele dag vakansie per jaar waarvan die datum deur die Raad word in Januarie van elke jaar bepaal moet word, en so ‘n dag moet beskou word as ‘n vakansiedag met besoldiging. Subklousule (6) is *mutatis mutandis* van toepassing.”

8. NUWE KLOUSULE 46—NUWE INKOMELING

Voeg die volgende nuwe klousule 46 in:

“46—NUWE INKOMELING

(1) ‘n Nuwe inkomeling [soos omskryf in klousule (3) van hierdie ooreenkoms] wat die Nywerheid betree vanaf die datum waarop hierdie Ooreenkoms in werking tree, of daarna, moet slegs toegelaat word om werksaamhede te verrig soos in Hoofstuk II van hierdie ooreenkoms bedoel.

(2) Die weeklikse besoldiging van die nuwe inkomeling moet nie minder wees nie as die minimum graad IV-loon voorgeskryf in die Ooreenkoms voor die datum waarop hierdie Ooreenkoms in werking tree.

(3) ‘n Nuwe inkomeling moet ‘n tydperk van 26 weke diens in die nywerheid voltooi, waarna die weeklikse besoldiging van die genoemde nuwe inkomeling verhoog moet word en nie minder moet wees nie as die minimum graad IV-loon voorgeskryf in Hoofstuk II van hierdie Ooreenkoms of wanneer ‘n nuwe loonsverhoging in werking tree, naamlik die eerste datum.”

9. HOOFSTUK II VAN DIE VORIGE OOREENKOMS VAN DIE BEDDEGOEDNYWERHEID EN DIE VORIGE OOREENKOMS VAN DIE MEUBELNYWERHEID—MINIMUM LONE EN LOONSVERHOGINGS

Vervang klousule 1 van Hoofstuk II deur die volgende:

“HOOFSTUK II—MINIMUM LONE EN LOONSVERHOGINGS

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 bepaling hierin vervat, ‘n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

(A) Actual earnings	For period ending 30 June 1991
Grade I employee earning R205,44 per week or more.	Weekly wage to be increased by R35,00.
Grade IA employee earning R205,44 per week or more.	Weekly wage to be increased by R35,00.
Grade II employee earning R200,16 or R193,82 per week or more.	Weekly wage to be increased by R35,00.
Grade III employee earning R181,49 per week or more.	Weekly wage to be increased by R35,00.
Grade IIIA employee earning R178,10 per week or more.	Weekly wage to be increased by R35,00.
Grade IV employee earning R166,62 per week or more.	Weekly wage to be increased by R35,00.
Grade IVA employee earning R168,62 per week or more.	Weekly wage to be increased by R35,00.
Foreman/Supervisor earning R235,44 per week or more.	Weekly wage to be increased by R35,00.
Chargehand earning R225,44 per week or more.	Weekly wage to be increased by R35,00.
Grade IV Chargehand earning R176,62 per week or more.	Weekly wage to be increased by R35,00."

10. CHAPTER III CLAUSE B OF THE FORMER BEDDING MANUFACTURING INDUSTRY AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY AGREEMENT—MINIMUM WAGES AND WAGE INCREASES

(1) Substitute the following for subclause (1) of clause B:

"B. Wage increases

(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 must 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 the wage category:

Classification	For period ending 30 June 1991
Driver classified under 1(a)(i)	Weekly wage to be increased by R35,00.
Driver classified under 1(a)(ii)	Weekly wage to be increased by R35,00.
Driver classified under 1(a)(iii)	Weekly wage to be increased by R35,00.
Driver classified under 1(a)(iv) and (b)	Weekly wage to be increased by R35,00.
Driver classified under 1(c)	Weekly wage to be increased by R35,00.
Driver classified under 1(d)(i)	Weekly wage to be increased by R7,00.
Driver classified under 1(d)(ii)	Weekly wage to be increased by R7,00.
Driver classified under 1(d)(iii)	Weekly wage to be increased by R7,00.
Driver classified under 1(d)(iv) and (b)	Weekly wage to be increased by R7,00.
Driver classified under 1(e) and (f)	Weekly wage to be increased by R7,00."

(2) In subclause (6), *Subsistence allowance*—

- (a) in paragraph (a), substitute the figure "R11,50" for the figure "R10,00";
- (b) in paragraph (b), substitute the figure "R14,95" for the figure "R13,00";
- (c) in paragraph (c), substitute the figure "R20,70" for the figure "R18,00".

Signed at JOHANNESBURG, on behalf of the parties, this second day of November 1990.

(A) Werklike verdienste	Tydperk eindigende 30 Junie 1991
Werknemers graad I wat R205,44 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Werknemers graad IA wat R205,44 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Werknemers graad II wat R200,16 of R193,82 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Werknemers graad III wat R181,49 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Werknemers graad IIIA wat R178,10 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Werknemers graad IV wat R166,62 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Werknemers graad IVA wat R168,62 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Voormanne en toesighouers wat R235,44 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Onderbase wat R225,44 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.
Onderbase graad IV wat R176,62 of meer per week verdien.	Weekloon moet met R35,00 per week verhoog word.

10. HOOFSTUK III, KLOUSULE B, VAN DIE VORIGE OOREENKOMS VAN DIE BEDDEGOEDNYWERHEID EN DIE VORIGE OOREENKOMS VAN DIE MEUBELNYWERHEID—LOONSVERHOOGINGS EN MINIMUM LOON

(1) Vervang subklousule (1) van klousule B deur die volgende:

"B. Loonsverhogings

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

Indeling	Tydperk eindigende 30 Junie 1991
Drywer ingedeel onder 1(a)(i)	Weekloon moet met R35,00 verhoog word.
Drywer ingedeel onder 1(a)(ii)	Weekloon moet met R35,00 verhoog word.
Drywer ingedeel onder 1(a)(iii)	Weekloon moet met R35,00 verhoog word.
Drywer ingedeel onder 1(a)(iv) en (b)	Weekloon moet met R35,00 verhoog word.
Drywer ingedeel onder 1(c)	Weekloon moet met R35,00 verhoog word.
Drywer ingedeel onder 1(d)(i)	Weekloon moet met R7,00 verhoog word.
Drywer ingedeel onder 1(d)(ii)	Weekloon moet met R7,00 verhoog word.
Drywer ingedeel onder 1(d)(iii)	Weekloon moet met R7,00 verhoog word.
Drywer ingedeel onder 1(a)(iv) en (b)	Weekloon moet met R7,00 verhoog word.
Drywer ingedeel onder 1(e) en (f)	Weekloon moet met R7,00 verhoog word."

(2) In subklousule (6), *Verblyfstoelae*—

- (a) in paragraaf (a), vervang die syfer "R10,00" deur die syfer "R11,50";
- (b) in paragraaf (b), vervang die syfer "R13,00" deur die syfer "R14,95";
- (c) in paragraaf (c), vervang die syfer "R18,00" deur die syfer "R20,70".

Namens die partye, op hede die tweede dag van November 1990 te Johannesburg onderteken.

S. M. LE ROUX
Chairman of the Council

R. CORNICK
Vice-Chairman of the Council

P. C. SMIT
General Secretary of the Council

R.3042

4 January 1991

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

BEDDING MANUFACTURING INDUSTRY,
TRANSCVAALFURNITURE MANUFACTURING INDUSTRY,
TRANSCVAAL

BENEFIT FUNDS AGREEMENTS

I, ELI VAN DER MERWE LOUW, Minister of Manpower, hereby, in terms of section 48(5) of the Labour Relations Act, 1956, cancel Government Notices:

- (a) R.747 of 13 April 1984, R.1565 of 17 July 1987 and R.204 of 2 February 1990; and
- (b) R.748 of 13 April 1984, R.1566 of 17 July 1987 and R.206 of 2 February 1990, with effect from 1 January 1991.

ELI V.D. M. LOUW
Minister of Manpower

R.3043

4 January 1991

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING
INDUSTRY — TRANSCVAALRE-ENACTMENT OF BENEFIT FUNDS
AGREEMENTS

I, ELI VAN DER MERWE LOUW, Minister of Manpower, hereby —

- (a) in terms of section 48(1)(a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 January 1991 and for the period ending 31 May 1994, upon the employers' organisation and the trade union which entered into said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (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), 2, 3, 6, 7, 8 and 9, shall be binding, with effect from 1 January 1991 and for the period ending 31 May 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

ELI V.D. M. LOUW
Minister of Manpower

S. M. LE ROUX
Voorsitter van die Raad

R. CORNICK
Ondervoorsitter van die Raad

P. C. SMIT
Hoofsekretaris van die Raad

R.3042

4 Januarie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNIS-
GEWINGS

BEDDEGOEDNYWERHEID, TRANSCVAAL

MEUBELNYWERHEID, TRANSCVAAL

BYSTANDSFONDSE OOREENKOMSTE

Ek, ELI VAN DER MERWE LOUW, Minister van Mannekrag, trek hierby kragtens artikel 48(5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings:

- (a) R.747 van 13 April 1984, R.1565 van 17 Julie 1987 en R.204 van 2 Februarie 1990; en
- (b) R.748 van 13 April 1984, R.1566 van 17 Julie 1987 en R.206 van 2 Februarie 1990, in met ingang van 1 Januarie 1991.

ELI V.D. M. LOUW
Minister van Mannekrag

R.3043

4 Januarie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID —
TRANSCVAALHERBEKRAGTING VAN BYSTANDSFONDSE —
OOREENKOMSTE

Ek, ELI VAN DER MERWE LOUW, Minister van Mannekrag, verklaar hierby —

- (a) kragtens artikel 48(1)(a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1991 en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48(1)(b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1(1)(a), 2, 3, 6, 7, 8 en 9, met ingang van 1 Januarie 1991 en vir die tydperk wat op 31 Mei 1994 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

ELI V.D. M. LOUW
Minister van Mannekrag

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

BENEFIT FUNDS AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

(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 Furniture and Bedding Manufacturing Industry, Transvaal.

CHAPTER 1

1. SCOPE OF APPLICATION

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed in the Furniture and Bedding Manufacturing Industry, respectively;
- (b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

- (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for the period ending 31 May 1994 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

(1) The provisions of clauses 5 and 9 of Chapter I and clause 4(5) of Chapter II, and Chapters III, IV and V of the Agreement published under Government Notice R.366 of 27 February 1981 and amended by Government Notices R.2678 of 4 December 1981, R.1818 of 27 August 1982, R.1565 of 17 July 1987 and R.204 of 2 February 1990 (hereinafter referred to as the Former Bedding Manufacturing Industry Benefit Funds Agreement), as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

(2) The provisions of clauses 5 and 9 of Chapter I, clause 4(5) of Chapter II, and Chapters III, IV and V of the Agreement published under Government Notice R.363 of 27 February 1981 and amended by Government Notices R.2674 of 4 December 1981, R.1820 of 27 August 1982, R.1566 of 17 July 1987 and R.206 of 2 February 1990 (hereinafter referred to as the Former Furniture Manufacturing Industry Benefit Funds Agreement), as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

(1) The provisions of clauses 3, 4, 6 to 8 inclusive and 10 of Chapter I, clauses 1 to (4) inclusive, 5 and 6 of Chapter II of the Former Bedding Manufacturing Industry Benefit Funds Agreement, as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

(2) The provisions of clauses 3, 4 and 6 to 8 inclusive of Chapter I, clauses 1 to 4(4) inclusive and 5 to 7 of Chapter II of the Former Furniture Manufacturing Industry Benefit Funds Agreement, as further amended, re-enacted, extended and renewed from time to time, shall apply to employers and employees.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBEL -EN BEDDEGOED-NYWERHEID, TRANSVAAL

BYSTANDSFONDSE-OOREENKOMS

Ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

(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 Meubel- en Beddegoednywerheid, Transvaal.

HOOFSTUK 1

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubel- en Beddegoednywerheid, Transvaal, nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Meubel- en Beddegoednywerheid betrokke of daarin werksaam is;
- (b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

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

- (a) slegs van toepassing op werknemers vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word en op werkende werkgewers soos in die Hoofdooreenkoms omskryf;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48 van die Wet deur die Minister bepaal word, en bly van krag vir die tydperk wat op 31 Mei 1994 eindig, of vir sodanige tydperk as wat hy vasstel.

3. SPESIALE BEPALINGS

(1) Klousules 5 en 9 van Hoofstuk I, klousule 4(5) van Hoofstuk II, en Hoofstukke III, IV en V van die Ooreenkoms gepubliseer by Goewermentskennisgewing R.366 van 27 Februarie 1981 en gewysig deur Goewermentskennisgewings R.2678 van 4 Desember 1981, R.1818 van 27 Augustus 1982, R.1565 van 17 Julie 1987 en R.204 van 2 Februarie 1990 (hierna die Vorige Bystandsfondse-ooreenkoms van die Beddegoednywerheid genoem), soos verder gewysig, herbekragtig, verleng en hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

(2) Klousules 5 en 9 van Hoofstuk I, klousule 4(5) van Hoofstuk II, en Hoofstukke III, IV en V van die Ooreenkoms gepubliseer by Goewermentskennisgewing R.363 van 27 Februarie 1981 en gewysig deur Goewermentskennisgewings R.2674 van 4 Desember 1981, R.1820 van 27 Augustus 1982, R.1566 van 17 Julie 1987 en R.206 van 2 Februarie 1990 (hierna die Vorige Bystandsfondse-ooreenkoms van die Meubelnywerheid genoem), soos verder gewysig, herbekragtig, verleng en hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

(1) Klousules 3, 4, 6 tot en met 8 en 10 van Hoofstuk I, klousules 1 tot en met 4(4), 5 en 6 van Hoofstuk II van die Vorige bystandsfondse-ooreenkoms van die Beddegoednywerheid, soos verder gewysig, herbekragtig, verleng en hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

(2) Klousules 3, 4, en 6 tot en met 8 van Hoofstuk I, klousules 1 tot en met 4(4) en 5 tot 7 van Hoofstuk I van die Vorige Bystandsfondse-ooreenkoms van die Meubelnywerheid, soos verder gewysig, herbekragtig, verleng en hernieu van tyd tot tyd, is van toepassing op werkgewers en werknemers.

5. CLAUSE 3 OF THE FORMER BEDDING MANUFACTURING INDUSTRY BENEFIT FUNDS AGREEMENT AND THE FORMER FURNITURE MANUFACTURING INDUSTRY BENEFIT FUNDS AGREEMENT. — DEFINITIONS

(1) Substitute the following definition for the definition of "Bedding Manufacturing Industry" and "Furniture Industry" or "Industry", respectively:

"Furniture and Bedding Manufacturing Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and their employees are associated for the manufacture either in whole or in part of all types of furniture and bedding, irrespective of the materials used, and includes, *inter alia*, the following:

- (a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing; the 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, wood-turning and carving in connection with the manufacturing and/or repairing of furniture; the polishing and/or repolishing of pianos; and/or the manufacturing 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; including the activities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and including 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 manufacturing of furniture; but excluding the manufacturing of studio couches as defined hereinafter, and cushions for such studio couches, the manufacturing of articles made principally of wicker, grass and/or cane, and the manufacturing of metal furniture, including the manufacturing of metal bedsteads;
- (b) that portion of the Furniture Manufacturing Industry concerned with the manufacturing of television cabinets, but excluding the manufacturing of television cabinets made principally of metal and/or plastic and/or television cabinets made by manufacturers of television sets for the housing of television sets manufactured by them in the Magisterial Districts of Alberton and Johannesburg;
- (c) the manufacturing of bedding, which includes any one or more of the following operations:
 - (i) The manufacturing of mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;
 - (ii) the manufacturing of studio couches;
 - (iii) all operations and processes incidental to the manufacturing of the articles mentioned in subparagraph (i) or (ii) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacturing and/or assembly of metal parts of such articles;

"studio couch", for the purposes of (a) and (c) means an article of furniture which is designed for seating and for conversion into a double bed or two or more beds and of which the frame constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions."

(2) Substitute the following definition for the definition of "Council":

"Council" means the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal."

CHAPTER III

TRANSVAAL BEDDING WORKERS' SICK BENEFIT SOCIETY OF THE FORMER BEDDING MANUFACTURING INDUSTRY BENEFIT FUNDS AGREEMENT, AND TRANSVAAL FURNITURE WORKERS' SICK BENEFIT SOCIETY OF THE FORMER FURNITURE MANUFACTURING INDUSTRY BENEFIT FUNDS AGREEMENT

6. CLAUSE 7. — SUBSCRIPTIONS

Substitute the following for subclause (1):

5. KLOUSULE 3 VAN DIE VORIGE BYSTANDSFONDSE-OOREENKOMS VAN DIE BEDDEGOED NYWERHEID EN DIE VORIGE BYSTANDSFONDSE-OOREENKOMS VAN DIE MEUBELNYWERHEID. — WOORDOMSKRYWING

(1) Vervang die omskrywings "Beddegoed Nywerheid" en "Meubelnywerheid" of "Nywerheid" onderskeidelik deur die volgende:

"Meubel- en Beddegoednywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigins te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels en beddegoed, ongeag die materiaal wat gebruik word, en omvat dit onder meer die volgende:

- (a) Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; en/of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette; met inbegrip van die werksaamhede wat verrig word in persele wat houtmasjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die produksie van meubels gedoen word; en met inbegrip van die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamheid wat geassosieer word met die finale voorbereiding van 'n meubelstuk wat te koop is, of in die geheel of gedeeltelik, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word; maar uitgesonderd die vervaardiging van ateljeebanke soos hieronder omskryf, en kussings vir sodanige ateljeebanke, die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels;
- (b) die gedeelte van die Meubelnywerheid wat te doen het met die vervaardiging van televisiekabinette, maar uitgesonderd die vervaardiging van televisiekabinette wat hoofsaaklik van metaal en/of plastiek gemaak word en/of televisiekabinette wat deur vervaardigers van televisiestelle gemaak word as omhulsel vir televisiestelle deur hulle vervaardig in die landroosdistrikte Alberton en Johannesburg;
- (c) die vervaardiging van beddegoed, wat enigeen of meer van die volgende werksaamhede omvat:
 - (i) Die vervaardiging van matrasse, veermatrasse, bomatrasse, bolsters, kopkussings, kussings vir ateljeebanke en veereenhede;
 - (ii) die vervaardiging van ateljeebanke;
 - (iii) alle werksaamhede en prosesse wat met die vervaardiging van die artikels vermeld in subparagraaf (i) of (ii) gepaard gaan indien verrig deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse by die vervaardiging en/of montering van metaaldele van sodanige artikels;

"ateljeebank", vir die doeleindes van (a) en (c), beteken 'n meubelstuk wat ontwerp is as sitplek en vir omstelling in 'n dubbelbed of twee of meer beddens en waarvan die raam hoofsaaklik van metaal gebou en die sitplek en/of slaoppervlakke uit matrasse en/of kussings bestaan."

(2) Vervang die omskrywing van "Raad" deur die volgende: "Raad" beteken die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal."

HOOFSTUK III

SIEKTEBYSTANDSGENOOTSKAP VIR TRANSVAALSE BEDDEGOEDWERKERS VAN DIE VORIGE BYSTANDSFONDSE-OOREENKOMS VAN DIE BEDDEGOEDNYWERHEID EN DIE SIEKTEBYSTANDSGENOOTSKAP VIR TRANSVAALSE MEUBELWERKERS VAN DIE VORIGE BYSTANDSFONDSE-OOREENKOMS VAN DIE MEUBELNYWERHEID

6. KLOUSULE 7.—LEDEGELD

Vervang subklausule (1) deur die volgende:

"(1) Subscriptions by compulsory members shall be diverted in terms of clause 4(5) of Chapter II to the Society from the contributions provided for in clause 4(1)(a) of Chapter II as follows:

Members and learners who are members of the fund as at the date on which this Agreement comes into operation, R10,28 per week made up of R5,14 from the contributions of the member and R5,14 from the contributions of the employer."

7. CLAUSE 8. — BENEFITS

(1) In subclause (4)(j), substitute the figure "R200" for the figure "R100".

(2) In subclause (4)(k), substitute the figure "R400" for the figure "R200".

(3) In subclause (4), insert the following new paragraph "(o)" after paragraph "(n)":

"(o) physiotherapy (post-operative), orthopaedic supplies, oxygen, speech therapy and surgical appliances, subject to a maximum of R200 per annum."

(4) In subclause (4), insert the following new paragraph "(p)" after the new paragraph "(o)":

"(p)" a maternity benefit up to a maximum of R200 per annum, subject to the production of certified accounts and a registered birth certificate, provided a member has contributed to the Sick Benefit Society for at least 52 consecutive weeks."

(5) In subclause (4), insert the following new paragraph "(q)" after the new paragraph "(p)":

"(q)" cost of a hearing aid, subject to a maximum of R750 once in five years, provided the member has contributed to the Sick Benefit Society for at least 260 consecutive weeks."

(6) Insert the following new subclause (5):

"(5) The liability of the Sick Benefit Society for any costs for any medical services and/or treatments and/or procedures and/or investigation and/or hospitalisation shall be limited to the scale of benefits as prescribed in terms of the Medical Schemes Act, Act 27 of 1967, as amended from time to time."

8. CLAUSE 9.—SICK PAY

Substitute the following for clause 9:

"9 SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence: Provided that a medical certificate for the first five days of absence shall be issued by the same medical practitioner:

AMOUNT OF SICK PAY TO BE PAID

Period of illness	Sick pay
One day	Nil
Two days	Nil
Three days	R10,00
Four days	R20,00
Five days	R50,00
Thereafter	R10,00 per day to a maximum of 40 days per annum.

Should a member's period of absence through sickness exceed five working days, he shall be paid sick pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate of R10,00.

Members shall not qualify for sick pay when unfit for work due to an injury on duty, motor vehicle accident or any other excluded benefit contained in clause 10.

Saturday and Sunday and paid public holidays shall for purposes of sick pay calculations not be considered to be working days.

Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick pay medical certificate and claim form.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make ex-gratia sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of forty days".

"(1) Ledegeld deur verpligte lede betaal, moet kragtens klousule 4(5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes in klousule 4(1)(a) van Hoofstuk II bepaal, en wel soos volg:

Lede en leerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds is, R10,28 per week, synde R5,14 van die lid se bydraes en R5,14 van die werkgewer se bydraes."

7. KLOUSULE 8.—BYSTAND

In subklousule (4)(j), vervang die syfer "R100" deur die syfer "R200".

(2) In subklousule (4)(k), vervang die syfer "R200" deur die syfer "R400".

(3) In subklousule (4), voeg die volgende nuwe paragraaf "(o)" in na paragraaf "(n)":

"(o) fisioterapie (na-operatief), ortopediese benodigdhede, suurstof, spraakterapie en chirurgiese toestelle onderworpe aan 'n maksimum van R200 per jaar."

(4) In subklousule (4), voeg die volgende nuwe paragraaf "(p)" in na die nuwe paragraaf "(o)":

"(p)" 'n kraamvoordeel tot 'n maksimum van R200 per jaar, onderworpe aan die voorlegging van gesertifiseerde rekenings en 'n geregistreerde geboortesertifikaat, op voorwaarde dat die lid bygedra het tot die Siektebystandsgenootskap vir minstens 52 agtereenvolgende weke."

(5) In subklousule (4), voeg die volgende nuwe paragraaf "(q)" in na die nuwe paragraaf "(p)":

"(q)" koste van 'n gehoortoestel, onderworpe aan 'n maksimum van R750 een maal in vyf jaar, op voorwaarde dat die lid bygedra het tot die Siektebystandsgenootskap vir minstens 260 agtereenvolgende weke."

(6) Voeg die volgende nuwe subklousule (5) in:

"(5) Die aanspreeklikheid van die Siektebystandsgenootskap vir enige koste vir enige mediese dienste en/of behandeling en/of prosedures en/of ondersoeke en/of hospitalisasie is beperk tot die skaal van voordele soos voorgeskryf kragtens die Wet op Mediese Skemas, Wet 27 van 1967, soos gewysig van tyd tot tyd."

8. KLOUSULE 9.—SIEKTEBESOLDIGING

Vervang klousule 9 deur die volgende:

"9 SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klousules 3 en 5 van die regulasies, geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdade van sodanige afwesigheid: Met dien verstande dat 'n mediese sertifikaat vir die eerste vyf dae van afwesigheid deur dieselfde mediese praktisyn uitgereik word:

SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Tydperk van siekte	Siektebesoldiging
Een dag	Nul
Twee dae	Nul
Drie dae	R10,00
Vier dae	R20,00
Vyf dae	R50,00
Daarna	R10,00 per dag tot 'n maksimum van 40 dae per jaar.

As 'n lid se tydperk van afwesigheid weens siekte langer as vyf werkdade duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 35 werkdade teen die dagtarief van R10,00.

Lede kwalifiseer nie vir siektebesoldiging nie wanneer hulle ongeskik vir werk is as gevolg van 'n besering op diens, 'n motorongeluk of enige ander uitgesluite voordeel soos in klousule 10 hierna gelys.

Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdade geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siektebesoldiging en eisvorm.

(2) Ondanks subklousule (1) kan die Bestuurskomitee in verdienstelike gevalle na goedgekeurde *ex gratia*-betalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal."

9. CLAUSE 10—LIMITATION OF BENEFITS

(1) Substitute the following for subclause 1(h):

"(1)(h) the supply of patent medicines and/or any other medicines and/or antibiotics and/or after-care services and/or preventative treatments as may be determined by the Medical Committee".

(2) In subclause (1)(k), insert the expression "and/or psychiatric treatment" after the expression "mental ailments".

(3) In subclause (1)(l), insert the expression "and/or any sexually transmitted disease" after the expression "venereal disease".

(4) Substitute the following for subclause (1)(m): "(1)(m) operations and/or procedures and/or organ transplants and/or investigations which in the opinion of the Medical Committee will involve the Society in unreasonable expense."

10. ANNEXURE A

In Annexure A of the Former Bedding Manufacturing Industry Benefit Funds Agreement and the Former Furniture Manufacturing Industry Benefit Funds Agreement, substitute the figure "R5,25" for the figure "R4,00" where it appears twice in the Annexure and the figure "R10,50" for the figure "R8,00".

Signed at Johannesburg, on behalf of the parties, this second day of November 1990.

S. M. LE ROUX
Chairman of the Council

R. CORNICK
Vice-Chairman of the Council

P. C. SMIT
General Secretary of the Council

9. KLOUSULE 10—BEPERKING VAN BYSTAND

(1) Vervang subklousule (1)(h) deur die volgende:

"(1)(h) die verskaffing van patentmedisyne en/of enige ander medisyne en/of antibiotika en/of nasorgdienste en/of voorkomende behandeling soos deur die Mediese Komitee bepaal word."

(2) In subklousule (1)(k), voeg die uitdrukking "en/of psigiatrisse behandeling" in na die uitdrukking "geestesiektes".

(3) In subklousule (1)(l), voeg die uitdrukking "en/of enige seksueel oordraagbare siekte" in na die uitdrukking "geslagsiektes".

(4) Vervang subklousule (1)(m) deur die volgende: "(1)(m) operasies en/of prosedures en/of orgaanoorplantings en/of ondersoek wat na die mening van die Mediese Komitee onredelike onkoste vir die Genootskap sal beteken."

10. AANHANGSEL A

In Aanhangsel A van die Vorige Bystandsfondseooreenkomst van die Beddegoednywerheid en die Vorige Bystandsfondseooreenkomst van die Meubelnywerheid, vervang die syfer "R4,00" deur die syfer "R5,25" waar dit twee keer in die Aanhangsel voorkom en die syfer "R8,00" deur die syfer "R10,00".

Namens die partye op hede die tweede dag van November 1990 te Johannesburg onderteken.

S. M. LE ROUX
Voorsitter van die Raad

R. CORNICK
Ondervoorsitter van die Raad

P. C. SMIT
Hoofsekretaris van die Raad

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