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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 515

28 Maart 1969

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, TRANSVAAL.—WYSIGING VAN VOORSORGFONDS, SIEKTEBYSTANDSVERENIGING EN STERFTEBYSTANDSVERENIGING—OOREENKOMS

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 (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1971 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; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Oktober 1971 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg.

M. VILJOEN,
Minister van Arbeid.

A—38683

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 515

28 March 1969

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.—AMENDMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION—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 from the second Monday after the date of publication of this notice and for the period ending 23 October 1971, 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; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 23 October 1971, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg.

M. VILJOEN,
Minister of Labour.

1—2330

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
TRANSVAAL

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Transvaal Furniture and Upholstery Manufacturers' Association (hieronder 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 (hieronder die "werknemers" of die "Vakvereniging" of die "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 Goewernementskennigewing R. 1595 van 14 Oktober 1966 (hieronder die "Hofooreenkoms" genoem), soos volg te wysig:—

1. Deur die vervanging, in klousule V (1) (a) van Deel A, van die woord "drie" waar dit ook al daarin voorkom, deur die woord "vier".

2. Deur die vervanging, in klousule VII (2) van Deel A, van die woorde "van Aanhangel A van hierdie Ooreenkoms" deur die woorde "soos van tyd tot tyd deur die Raad voorgeskryf".

3. Deur die vervanging van paragraaf VIII (1) (a) van Deel A deur die volgende paragraaf:—

"(a) na verloop van 12 agtereenvolgende maande sedert by die Nywerheid verlaat het en by skriftelike bewyslewing, waarmee die Komitee tevrede is, dat die lid vir 'n tydperk van minstens 12 agtereenvolgende maande buite die Nywerheid werksaam was; met dien verstande dat die Komitee onder buitengewone omstandighede en uitsluitlik na eie goedvinde magtiging kan verleen dat sodanige bystand vroeër betaal word maar nie vroeër as drie agtereenvolgende maande nadat die lid die Nywerheid vergoed verlaat het nie".

4. Deur die vervanging van klousule 9 van Deel B deur die volgende klousule:—

"9. LEDEGELDE

Onderstaande ledegelde is betaalbaar deur lede in die onderskeie klasse hieronder bedoel:—

(1) Die ledegelde van verpligte lede word soos volg betaal uit die bydraes waarvoor daar in klousule VII (1) (a) van Deel A van hierdie Ooreenkoms voorsiening gemaak word en wat in die relevante kolomme van Aanhangel B hiervan voorgeskryf word:—

(a) Lede ingedeel onder item (1), 2 (a) tot en met (k) en 3 (c) en (d) van Aanhangel B van hierdie Ooreenkoms, 96 sent per week, bestaande uit 48 sent van die bydrae deur die lid en 48 sent van die bydrae deur die werkgewer.

(b) Lede ingedeel onder item 2 (1) en (m) en 3 (a) en (b) van Aanhangel B van hierdie Ooreenkoms, 40 sent per week, bestaande uit 20 sent van die bydrae deur die lid en 20 sent van die bydrae deur die werkgewer.

(2) Die ledegelde van minderjarige vakleerlinge en leerlinge is dié vir hulle gespesifiseer in kolom A van item (4) van Aanhangel B van hierdie Ooreenkoms, en sodanige ledegelde moet weekliks deur die werkgewer afgetrek word van die loon van die vakleerling of leerling, na gelang van die geval, en die bedrag wat in kolom (B), item 4, van Aanhangel B van hierdie Ooreenkoms gespesifiseer word en in elk geval deur die werkgewer bygevoeg moet word.

(3) Ledegelde van ander lede as verpligte lede is 96 sent per week, wat maandeliks aan die Sekretaris van die Vereniging vooruitbetaal is."

5. Deur die vervanging in klousule 11 van Deel B—

(a) van die syfer "(4)" waar dit in subklousule (1) voorkom, deur die syfer "(3)";

(b) van paragrafe (i) en (ii) van subklousule (1) deur die volgende paragrafe:—

"(i) 'n lid ten opsigte van wie 'n bydrae van 96 sent per week voorgeskryf word in subklousules (1) en (2) van klousule 9 van hierdie Deel van die Ooreenkoms: R14 per week vir 'n maksimum van drie weke; daarna R10 per week vir 'n maksimum van vyf weke;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

AGREEMENT

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

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. 1595 of 14 October 1966, (hereinafter referred to as the "Main Agreement") as follows:—

1. By the deletion in clause V (1) (a) of Part A of the word "three" wherever it appears therein and the substitution of the word "four" therefor.

2. By the deletion in clause VII (2) of Part A of the words "of Annexure A of this Agreement" where they appear therein and the substitution of the words "prescribed by the Council from time to time" therefor.

3. By the deletion of paragraph (a) of clause VIII (1) of Part A and the substitution of the following paragraph therefor:—

"(a) twelve consecutive months after having left the Industry and upon production of written proof satisfactory to the Committee that the member was engaged outside the Industry for a period of not less than 12 consecutive months; provided that the Committee may, in exceptional circumstances and at its sole discretion authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently."

4. By the deletion of clause 9 of Part B and the substitution of the following clause therefor:—

"9. SUBSCRIPTIONS

The following subscriptions shall be payable by members in the respective categories referred to hereunder:—

(1) Subscriptions by compulsory members shall be diverted as follows from the contributions provided for in clause VII (1) (a) of Part A of this Agreement and prescribed in the relevant columns of Appendix B thereto:—

(a) Members classified in Section (1), 2 (a) to (k) inclusive, and 3 (c) and (d) of Appendix B to this Agreement, 96 cents per week made up of 48 cents from the contributions of the member and 48 cents from the contribution of the employer.

(b) Members classified in section 2 (1) and (m) and 3 (a) and (b) of Appendix B to this Agreement, 40 cents per week made up of 20 cents from the contribution of the member and 20 cents from the contribution of the employer.

(2) Subscriptions by minor apprentices and learners shall be those specified for them in column A of section (4) of Appendix B to this Agreement which shall be deducted weekly by the employer from the wages of the apprentice or learner, as the case may be, and the amount specified in column (B), section 4 of Appendix B to this Agreement which shall in each case be added by the employer.

(3) Subscriptions by other than compulsory members shall be 96 cents per week payable monthly in advance to the Secretary of the Society."

5. By the deletion in clause 11 of Part B of—

(a) the figure "(4)" where it appears in subclause (1) and the substitution of the Figure "(3)" therefor;

(b) paragraphs (i) and (ii) of subclause (1) and the substitution of the following paragraph therefor:—

"(i) a member in respect of whom a contribution of 96 cents per week is prescribed in subclauses (1) and (2) of clause 9 of this part of the Agreement, R14 per week for a maximum of three weeks; thereafter R10 per week for a maximum of five weeks;

(ii) 'n lid ten opsigte van wie 'n bydrae van 40 sent per week voorgeskryf word in subklousules (1) en (2) van klousule 9 van hierdie Deel van die Ooreenkoms: R9 per week vir 'n maksimum van drie weke; daarna R6 per week vir 'n maksimum van vyf weke."

(c) Deur subklousule (2) te skrap en subklousule (3) te her-nummer om "(2)" te lees.

6. Deur die vervanging, in klousule 14 (a), Deel B, van die woorde "ses" en "drie" waar dit ook al voorkom, deur onderskeidelik die woorde "agt" en "vier".

7. Deur die vervanging, in klousule 8, Deel C, van die woord "drie" waar dit ook al voorkom, deur die woord "vier".

8. Deur die skapping van Aanhangsel A van die Hoofoor-eenkoms.

9. Deur die vervanging van Aanhangsel B van die Hoofoor-eenkoms deur die volgende Aanhangsel B:—

"AANHANGSEL B

Lys van totale aftrekkings en bydraes tot die Voorsorgfonds vir die Meubelnywerheid, Transvaal, die Siektebystandsvereniging vir die Transvaalse Meubelwerkers en die Sterftebystandsvereniging vir Meubelwerkers, Transvaal.

Grondslag van aftrekkings en bydraes ten opsigte van die volgende klasse werknemers	A Aftrek- kings van lone	B Bydraes deur werk- gewers	C Totale week- likse be- talings
R	R	R	R
(1) Aftrekkings en bydraes gegrond op verdienste. Werknemers (uitgesonderd vakleerlinge en leerlinge) wat werk doen waarvoor 'n loon van R28.50 per week voorgeskryf word in Deel II van Goewermentskenningsgewing R. 88 van 15 Januarie 1965 en wat die volgende verdien:—			
(i) Tot R32 per week.....	1.00	1.48	2.48
(ii) Van R32.01 tot R34 per week.....	1.00	1.63	2.63
(iii) R34.01 en meer.....	1.00	1.88	2.88
(2) Aftrekkings en bydraes gegrond op voorgeskrewe lone. Werknemers (uitgesonderd vakleerlinge en leerlinge) wat werk doen waarvoor die volgende lone onderskeidelik voorgeskryf word in Deel II en Deel IV van Goewermentskenningsgewing R.88 van 15 Januarie 1965, sonder inagneming van wat hulle verdien:—			
R			
(a) 22.72 per week.....	0.90	1.33	2.23
(b) 20.48 per week.....	0.90	1.28	2.18
(c) 19.20 per week.....	0.90	1.23	2.13
(d) 19.05 per week.....	0.90	1.23	2.13
(e) 18.41 per week.....	0.87	1.20	2.07
(f) 17.08 per week.....	0.87	1.23	2.10
(g) 16.31 per week.....	0.85	1.21	2.06
(h) 15.95 per week.....	0.85	1.21	2.06
(i) 15.39 per week.....	0.85	1.18	2.03
(j) 14.80 per week.....	0.85	1.18	2.03
(k) 15.50 per week.....	0.85	1.13	1.98
(l) 11.00 per week.....	0.47	0.70	1.17
(m) 10.00 per week.....	0.42	0.65	1.07
(3) Meerderjarige vakleerlinge:—			
(a) Gedurende eerste jaar as vakleerling.....	0.50	0.70	1.20
(b) Gedurende tweede jaar as vakleerling.....	0.60	0.80	1.40
(c) Gedurende derde jaar as vakleerling.....	0.85	1.28	2.13
(d) Gedurende vierde jaar as vakleerling.....	0.90	1.33	2.23
(4) Minderjarige vakleerlinge en leerlinge:—			
(a) Gedurende eerste, tweede en derde opleidingstydperke.....	0.20	0.20	0.40
(b) Gedurende vierde opleidingstydperk.....	0.48	0.48	0.96"

(ii) a member in respect of whom a contribution of 40 cents per week is prescribed in subclauses (1) and (2) of clause 9 of this part of the Agreement, R9 per week for a maximum of three weeks; thereafter R6 per week for a maximum of five weeks;"

(c) subclause (2) and the numbering of subclause (3) to read "(2)".

6. By the deletion in clause 14 (a) of Part B of the words "six" and "three" wherever they appear and the substitution of the words "eight" and "four" respectively therefor.

7. By the deletion in clause 8 of Part C of the words "three" wherever they appear and the substitution of the words "four" therefor.

8. By the deletion of Appendix A to the Main Agreement.

9. By the deletion of Appendix B to the main Agreement and the substitution of the following Appendix B therefor:—

"APPENDIX B

Schedule of Total Deductions and Contributions to the Provident Fund for the Furniture Manufacturing Industry, Transvaal, the Transvaal Furniture Workers' Sick Benefit Society and the Transvaal Furniture Workers' Mortality Benefit Association.

Basis of deductions and contributions in respect of the following classes of employees	A Deductions from wages	B Employer's contributions	C Total weekly remittance
R	R	R	R
(1) Deductions and contributions based on earnings. Employees (Excluding apprentices and learners) performing any work for which a wage of R28.50, per week is prescribed in Part II of Government Notice R. 88 of 15 January 1965, who earn:—			
(i) Up to R32 per week.....	1.00	1.48	2.48
(ii) From R32.01 to R34 per week.....	1.00	1.63	2.63
(iii) From R34.01 upwards.....	1.00	1.88	2.88
(2) Deductions and contributions based on prescribed wages. Employees (excluding Apprentices and Learners) performing any work for which the following respective wage rates are prescribed in Parts II and IV of Government Notice R. 88 of 15 January, 1965, irrespective of what they earn:—			
R			
(a) 22.72 per week.....	0.90	1.33	2.23
(b) 20.48 per week.....	0.90	1.28	2.18
(c) 19.20 per week.....	0.90	1.23	2.13
(d) 19.05 per week.....	0.90	1.23	2.13
(e) 18.41 per week.....	0.87	1.20	2.07
(f) 17.08 per week.....	0.87	1.23	2.10
(g) 16.31 per week.....	0.85	1.21	2.06
(h) 15.95 per week.....	0.85	1.21	2.06
(i) 15.39 per week.....	0.85	1.18	2.03
(j) 14.80 per week.....	0.85	1.18	2.03
(k) 15.50 per week.....	0.85	1.13	1.98
(l) 11.00 per week.....	0.47	0.70	1.17
(m) 10.00 per week.....	0.42	0.65	1.07
(3) Major apprentices:—			
(a) During the first year of apprenticeship.....	0.50	0.70	1.20
(b) During the second year of apprenticeship.....	0.60	0.80	1.40
(c) During the third year of apprenticeship.....	0.85	1.28	2.13
(d) During the fourth year of apprenticeship.....	0.90	1.33	2.23
(4) Minor apprentices and learners:—			
(a) During the first, second and third periods of training.....	0.20	0.20	0.40
(b) During the fourth period of training.....	0.48	0.48	0.96"

Hierdie Wysigingsooreenkoms is op hede die 13de dag van Desember 1968 te Johannesburg namens die partye onderteken deur—

J. R. MYERS,
Voorsitter van die Raad.
J. F. KLOPPER,
Ondervoorsitter van die Raad.
R. J. TIBSHIRANY,
Sekretaris van die Raad.

No. R. 516

28 Maart 1969

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS, MEUBELNYWERHEID, TRANSVAAL

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, en vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1595 van 14 Oktober 1966, soos gewysig, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers vir wie lidmaatskap van die Siektebystandsvereniging vir die Transvaalse Meubelwerkers verpligtend is ingevolge klousule 4 (a) van Deel B van genoemde Ooreenkoms.

M. VILJOEN,
Minister van Arbeid.

No. R. 517

28 Maart 1969

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, TRANSVAAL

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 (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 18 April 1969 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 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 18 April 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 18

This Amending Agreement signed on behalf of the parties at Johannesburg on this the 13th day of December 1968, by—

I. R. MYERS,
Chairman of the Council.
J. F. KLOPPER,
Vice-chairman of the Council.
R. J. TIBSHIRANY,
Secretary of the Council.

No. R. 516

28 March 1969

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

EXEMPTION FROM SICK-LEAVE PROVISIONS, FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

I, Marais Viljoen, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 1595 of 14 October 1966, as amended, may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the firstmentioned Act in respect of employees for whom membership of the Transvaal Furniture Workers' Sick Benefit Society is compulsory in terms of clause 4 (a) of Part B of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R. 517

28 March 1969

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE 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 Furniture Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 18 April 1969, 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 from the second Monday after the date of publication of this notice and for the period ending 18 April 1969, 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 Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg and from the second Monday after the date of publication

April 1969 eindig, in die provinsie Transvaal en die landdrosdistrikte Mafeking, Taung en Vryburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die werkgewers vir wie enigteen 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 MEUBEL- NYWERHEID, TRANSVAAL

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, No. 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Transvaal Furniture and Upholstery Manufacturers' Association (hieronder 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 (hieronder die "werknemers" of die "vakvereniging" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Transvaal, om die Ooreenkoms van genoemde Raad soos gepubliseer by Goewermentskennissgewing R. 88 van 15 Januarie 1965, soos gewysig by Goewermentskennissgewing R. 720 van 3 Mei 1968 en verleng by Goewermentskennissgewing R. 67 van 17 Januarie 1969 (hieronder die "hofooreenkoms" genoem), verder soos volg te wysig:—

1. Deur die invoeging, in klousule 9 (2) van Deel I, na die woorde "besonderhede van alle aftrekkings" van die woorde "en Werkaansporingsvakansiebonus" verdien ooreenkomstig klousule 12 van hierdie Deel van die Ooreenkoms".

2. Deur die vervanging van klousule 12 van Deel I deur die volgende klousule:—

"12. WERKAANSPORINGSVAKANSIEBONUS

(1) Elke werkgewer moet op die tyd en manier voorgeskryf in subklousule (3) hiervan, ten opsigte van elke werknemer en ten opsigte van elke week vanaf die datum waarop hierdie ooreenkoms in werking tree 'n Werkaansporingsvakansiebonus betaal van vyf persent van die gewone weeklikse besoldiging wat die werknemer gedurende daardie tydperk verdien het. Vir die toepassing van hierdie klousule beteken "gewone weeklikse besoldiging" die totale besoldiging wat die werknemer vir gewone werkure, uitgesonderd oordydwerk, verdien het.

(2) Die werkgewer moet die Werkaansporingsvakansiebonus van vyf persent betaal benewens enige besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, en sodanige bonus mag nie van die besoldiging van sodanige werknemer afgetrek word nie; met dien verstande dat dit nie vir 'n week waarin 'n werknemer versuim het om vir die volle getal gewone werkure te werk, ten opsigte van sodanige werknemer betaal hoef te word nie tensy sodanige afwesigheid te wyte is aan—

(a) siekte tot 30 dae in een jaar ten opsigte waarvan die werknemer in staat is om 'n mediese sertifikaat te toon wanneer die werkgewer dit vereis;

(b) ander redes waarmee die werkgewer akkoord gaan of wat hy later goedkeur.

(3) Die werkgewer moet, behoudens die bepalings van subklousule (2) hierbo, alle bedrae wat ingevolge subklousule (1) hiervan betaalbaar is, maand na maand en wel voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrag verskuld is, aan die Sekretaris van die Raad betaal vir inlegging in 'n fonds wat hierby gestig word en bekend staan as die Transvaalse Bonusfonds vir Meubelwerkers, hieronder die "Bonusfonds" genoem, en wanneer die werkgewer sodanige bedrag betaal, moet hy 'n staat verstrek in die vorm wat die Raad van tyd tot tyd voorskryf.

of this notice and for the period ending 18 April 1969, 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, TRANSVAAL

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, 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, to further amend the Agreement of the said Council published under Government Notice R. 88 of 15 January 1965, as amended by Government Notice R. 720 of 3 May 1968, and extended by Government Notice R. 67 of 17 January 1969 (hereinafter referred to as the "Main Agreement") as follows:—

1. By the addition in clause 9 (2) of Part I after the words "details of any deductions made" where they appear therein of the words "and Holiday Attendance Bonus earned in terms of clause 12 of this part of the Agreement".

2. By the deletion of clause 12 of Part I and the substitution of the following clause therefor:—

"12. HOLIDAY ATTENDANCE INCENTIVE BONUS

(1) Every employer shall pay in respect of every employee at the time and in the manner specified in subclause (3) hereof in respect of each week from the date of coming into operation of this Agreement, a Holiday Attendance Incentive Bonus of five per cent of the normal weekly remuneration earned by the employee during that period. For the purpose of this clause normal weekly remuneration shall be the total remuneration earned by the employee for ordinary hours worked excluding overtime.

(2) The five per cent Holiday Attendance Bonus shall be paid by the employer in addition to any remuneration payable to an employee in terms of this Agreement and shall not be deducted from the remuneration of such employee; provided that it need not be paid in respect of an employee for any week during which the employee failed to attend work for the total number of ordinary working hours, except where such absence is due to—

(a) illness up to 30 days in one year in respect of which, on demand of the employer, the employee is able to produce a medical certificate.

(b) other reasons with the consent or subsequent approval of the employer.

(3) Subject to the provisions of subclause (2) above, all amounts payable in terms of subclause (1) hereof, shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council for deposit into a Fund hereby established and termed the Transvaal Furniture Workers' Bonus Fund, hereinafter referred to as the "Bonus Fund", and when making such payment the employer shall furnish a statement in the form specified by the Council from time to time.

(4) Elke werkgewer wat aan die Raad 'n waarborg, waarmee die Raad tevrede is, deur 'n geregistreerde bankier en/of versekeringsmaatskappy verskaf vir sy totale jaarlikse aanspreeklikheid ingevolge hierdie klousule, word sonder enige inkorting van sy verpligtings teenoor sy werknemers daarvan vrygestel om bedrae aan die Raad te betaal soos in subklousule (3) van hierdie klousule voorgeskryf; met dien verstande dat die vrystelling onderworpe is aan dié bepalinge en voorwaardes wat die Raad van tyd tot tyd daarop van toepassing maak.

(5) (a) Die Bonusfonds word deur die Raad geadminestreer, en alle uitgawes aangegaan in verband met die administrasie van die Bonusfonds, word teen die Raad in rekening gebring.

(b) Alle gelde wat aan die Bonusfonds betaal word, moet gedeponeer word in 'n bankrekening wat op naam van die bonusfonds geopen moet word. Alle betalings uit die Bonusfonds geskied per tjek getrek op die rekening van die fonds, en sodanige tjeks moet geteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad. Die Raad moet 'n register hou van elke werknemer ten opsigte van wie bedrae ingevolge hierdie klousule betaal word en van die bedrag wat ten opsigte van hom aan die Bonusfonds betaal word.

(c) Die Bonusfonds moet aangewend word om 'n werkaansporingsvakansiebonus op onderstaande grondslag en oor ondergenoemde tydperke onder die betrokke werknemers te verdeel:—

Tussen 7 en 20 Desember moet daar aan elke werknemer 'n Werkaansporingsvakansiebonus betaal word wat gelyk is aan die bedrag wat gedurende die jaar eindigende die laaste week van Oktober, ten opsigte van hom aan die Bonusfonds betaal is.

(6) Die Raad kan van die gelde wat aan die bonusfonds behoort, van tyd tot tyd belê mits sodanige belegging geskied ooreenkomstig artikel 21 (3) van die Wet, en alle rente verkry uit sodanige belegging, val die algemene fondse van die Raad toe as teenprestasie vir die administrasie van die Fonds deur die Raad.

(7) Werkaansporingsvakansiebonusse wat onopgeëis bly vir 'n tydperk van twee jaar met ingang van die datum waarop dit betaalbaar geword het, val die Fondse van die Raad toe; met dien verstande dat die Raad aanspreeklik is vir die betaling, uit die Fondse van die Raad, van werkaansporingsvakansiebonusse wat gedurende 'n verdere tydperk van drie jaar nadat sodanige onopgeëiste bonusse die fondse van die Raad aldus toegeval het, verskuldig is en opgeëis word; met dien verstande dat as die Raad onthind word binne enigeen van die tydperke hierin genoem, sodanige gelde ondanks andersluidende bepalinge in hierdie subklousule, uiteindelik die algemene fondse van die Raad toeval en wel drie maande na die datum van sodanige onthinding.

(8) Indien die boedel van 'n werkgewer gesekwestreer word of indien 'n maatskappy wat 'n werkgewer is, in likwidasie geplaas word en gelde ingevolge hierdie klousule deur sodanige werkgewer aan die Raad verskuldig is ten opsigte van enige werktydperk van 'n werknemer, is die werknemer ten opsigte van wie die geld verskuldig is, behoudens die bepalinge van die Insolvensiewet, by sodanige sekwestrasie of likwidasie geregtig om 'n Werkaansporingsvakansiebonus van hoogstens 1½ dae se loon vir elke maand van sodanige dienstydperk van hoogstens 12 maande te eis asof sodanige geld, vir die toepassing van genoemde Wet, besoldiging uitmaak. Die Raad kan sodanige geld namens 'n werknemer eis vir betaling aan hom.

(9) 'n Openbare rekenmeester wat deur die Raad aangestel moet word en wie se besoldiging deur die Raad bepaal moet word, moet die rekeninge van die bonusfonds minstens een maal per jaar outiteer en moet voor of op 31 Maart elke jaar 'n staat opstel wat die volgende toon—

(a) alle gelde wat ingevolge hierdie klousule ontvang is;

(b) uitgawes gedurende die 12 maande geëindig 28 Februarie, onder alle hoofde aangegaan, tesame met 'n balansstaat wat die bates en laste van die bonusfonds op daardie datum toon.

(10) Juiste kopieë van die geoutiteerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die outiteersverslag daaroor moet daarna by die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en outiteersverslag moet so gou moontlik maar nie later nie as drie maande na verstryking van die tydperk wat daardeur gedek word, deur die Raad aan die Sekretaris van Arbeid gestuur word.

(11) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan weens verloop van tyd of weens 'n ander oorsaak verval en 'n latere ooreenkoms wat vir die voortsetting van die bonusfonds voorsiening maak, nie binne 'n tydperk van 12 maande met ingang van die datum van sodanige verval aangegaan word nie of as die bonusfonds nie binne sodanige tydperk deur die Raad oorgedra word nie na 'n ander fonds wat

(4) Each employer who supplies the Council with a guarantee by a registered banker and/or insurance company satisfactory to the Council for the total of his annual commitments under this clause, shall without in any way limiting his liability towards his employees, be granted an exemption from making payment to the Council in the manner prescribed in subclause (3) of this clause; provided the exemption shall be subject to such terms and conditions made applicable thereto by the Council from time to time.

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

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

(c) The Bonus Fund shall be utilised for the purpose of distribution to the employees concerned, of a Holiday Attendance Incentive Bonus on the following basis and operating over the following periods:—

Between the 7th and 20th December, each employee shall be paid a Holiday Attendance Bonus equal to the amount paid into the Bonus Fund in respect of him during the year ending the last week of October.

(6) The Council may invest any of the moneys belonging to the Bonus Fund from time to time; provided that such investment shall be made in accordance with the provisions of section twenty-one (3) of the Act, and any interest accruing from such investment shall accrue to the general funds of the Council in consideration of the Council's administration of the Fund.

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

(8) Should the estate of an employer be sequestrated, or a company, which is an employer, be placed in liquidation and any money be due by such employer to the Council in terms of this clause in respect of any period of employment of any employee, the employee in respect of whom the money is due shall, subject to the provisions of the Insolvency Act, be entitled, on such sequestration or liquidation, to claim Holiday Attendance Bonus not exceeding 1½ day's wages for each month of such period of employment not exceeding 12 months, as if such money constituted remuneration for the purposes of the said Act. The Council may claim such money on behalf of any employee for payment to him.

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

(a) all moneys received in terms of this clause.

(b) expenditure incurred under all headings during the 12 months ended 28 February, preceding, together with a balance sheet showing the assets and liabilities of the Bonus Fund as at that date.

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

(11) In the event of the expiry of this Agreement or any extension or renewal thereof by the effluxion of time or any other cause, and a subsequent agreement providing for the continuation of the Bonus Fund not being negotiated within a period of 12 months from the date of such expiry or the Bonus Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for

vir dieselfde doel gestig is as dié waarvoor die oorspronklike Bonusfonds ingestel is, moet die Bonusfonds ooreenkomstig subklousule (13) van hierdie klousule gelikwider word. Die Bonusfonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die raad geadministreer word. Hierdie subklousule is onderworpe aan die bepalings van subklousule (7) hiervan.

(12) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk wat hierdie Ooreenkoms nog bindend is ingevolge artikel 34 (2) van die Wet, kan die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van albei partye, en die Bonusfonds moet dan deur sodanige komitee geadministreer word. Die Registrateur kan 'n vakature wat in die komitee ontstaan, uit die geledere van die werkgewers of die werknemers—na gelang van die geval—vul ten einde 'n gelyke getal werkgewers- en werknemersvertenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Bonusfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees besit vir sodanige doel al die bevoegdhede van die komitee. Indien daar by die verval van hierdie Ooreenkoms geen Raad bestaan nie, moet die Bonusfonds deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier voorgeskryf in subklousule (13) van hierdie klousule.

(13) Indien die Bonusfonds gelikwider moet word, moet die gelde wat nog in die krediet van die Bonusfonds staan nadat alle eise teen die Bonusfonds, met inbegrip van die administrasie- en likwidasiestekste, betaal is, in die algemene fondse van die Raad gestort word, en as daar nie meer 'n Raad bestaan nie en die sake van die Raad reeds afgewikkel en sy bates verdeel is, moet sodanige saldo van die Bonusfonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van toepassing nie.

(14) Die bepalings van hierdie klousule is nie op los arbeiders van toepassing nie."

3. Deur die vervanging, in Deel II van die Hoof-ooreenkoms, van die bedrae R28.50, R19.20, R18.41, R15.95, R15.50, R10 en R8.50 waar dit in die Loonlys voorkom, deur onderskeidelik die bedrae R34.05, R21.10, R20.60, R17.65, R18.25, R11.10 en R9.50.

4. Deur die vervanging van Deel III van die Hoof-ooreenkoms deur die volgende:—

"DEEL III

LOONAANPASSINGS

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet werknemers wat werk verrig waarvoor enigeen van die lone in kolom A hieronder in Deel II van hierdie Ooreenkoms voorgeskryf word en wie se gewone weeklikse besoldiging soos op 18 Januarie 1969 meer was as die bedrae voorgeskryf in Kolom A, benewens die gewone besoldiging waarop hulle ingevolge die ooreenkoms geregtig is, 'n addisionele bedrag per week betaal word van minstens die relevante bedrag in kolom B hieronder.

A	B
R	R
34.05	1.75
21.10	0.75
20.60	0.75
17.65	0.75
18.25	0.75
11.10	0.50
9.50	0.50"

Hierdie Wysigings-ooreenkoms is op die 13de dag van Desember 1968 te Johannesburg namens die partye onderteken.

I. R. MYERS,
Voorsitter van die Raad.

J. F. KLOPPER,
Ondervoorsitter van die Raad.

R. J. TIBSHIRANY,
Sekretaris van die Raad.

which the original Bonus Fund was created, the Bonus Fund shall be liquidated in terms of subclause (13) of this clause. The Bonus Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council. This subclause shall be subject to the provisions of subclause (7) hereof.

(12) In the event of the dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is still binding in terms of section thirty-four (2) of the Act, the Registrar may appoint a Committee from employers and employees in the Industry on the basis of equal representation on both sides and the Bonus Fund shall continue to be administered by such Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Bonus Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the Committee for such purpose. If upon the expiration of this Agreement there is no Council in existence, the Bonus Fund shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (13) of this clause.

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

(14) The provisions of this clause shall not apply to casual labourers."

3. By the deletion in Part II of the Main Agreement of the figures R28.50, R19.20, R18.41, R15.95, R15.50, R10.00 and R8.50 wherever they appear in the schedule of wage rates and the substitution therefor of the following figures respectively:—

R34.05, R21.10, R20.60, R17.65, R18.25, R11.10 and R9.50.

4. By the deletion of Part III of the Main Agreement and the substitution thereof of the following:—

"PART III

WAGE ADJUSTMENTS

Notwithstanding anything to the contrary contained in this Agreement, employees performing work for which any of the rates in column A hereunder is prescribed in Part II of this Agreement and whose ordinary weekly remuneration as at 18 January 1969, was in excess of the amount prescribed in column A shall in addition to the remuneration they are entitled to in terms of the Agreement, be paid an additional amount per week of not less than the relevant amount reflected in column B hereunder.

A	B
R	R
34.05	1.75
21.10	0.75
20.60	0.75
17.65	0.75
18.25	0.75
11.10	0.50
9.50	0.50"

This Amending Agreement signed on behalf of the Parties at Johannesburg on this 13th day of December 1969.

I. R. MYERS,
Chairman of the Council.

J. F. KLOPPER,
Vice-Chairman of the Council.

R. J. TIBSHIRANY,
Secretary of the Council.

INHOUD

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Arbeid, Departement van	
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