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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 934

4 June 1976

INDUSTRIAL CONCILIATION ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE.—TRAINING FUND
AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour,
hereby—

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

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

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

S. P. BOTHA, Minister of Labour.

49050—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 934

4 Junie 1976

WET OP NYWERHEIDSVERSOENING, 1956

**MEUBELNYWERHEID, ORANJE-VRYSTAAT.—
OPLEIDINGSFONDSOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid,
verklaar hierby—

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

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

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

S. P. BOTHA, Minister van Arbeid.

5147—1

SCHEDULE

THE INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE

AGREEMENT

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

Vereniging van Meubelfabrikante en Stoffeerdere, O.V.S. (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, Orange Free State.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Province of the Orange Free State by all employers who are members of the employers' organisation and who are engaged in the Furniture Industry, and by all employees who are members of the trade unions and who are employed in that Industry.

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for a period of three years, or such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State, registered in terms of section 19 of the Act;

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

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

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

"Furniture Manufacturing Industry" or "Industry" means—without in any way limiting the ordinary meaning of the expression—the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and shall include, *inter alia*, the following activities:

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or re-polishing, making of loose covers and/or cushions and/or curtains and/or making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, carving in connection with the manufacture and/or repair of furniture, polishing and/or re-polishing of pianos or the manufacture and/or staining, spraying and/or polishing and/or re-polishing of tearoom, office, church, school, bar or theatre furniture and cabinets for musical instruments, radio or wireless sets, and shall include the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring mattresses, overlays, pillows, bolsters and

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT

OOREENKOMS

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

Vereniging van Meubelfabrikante en Stoffeerdere, O.V.S. (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

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

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie die Oranje-Vrystaat nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings en in daardie Nywerheid werksaam is.

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

(a) slegs van toepassing op werknemers vir wie lone in die Hoof-ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) op vakleerlinge van toepassing vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of met enige kontrak wat daarvolgens aangegaan is of met voorwaardes wat daarkragtens gestel is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoenig, 1956;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat, geregistreer ingevolge artikel 19 van die Wet;

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

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

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

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, die vervaardiging, of in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat o.a. ondergenoemde werksaamhede:

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van raamveermatrasses en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, hout-snywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroes of teaters en kabinette vir musiekinstrumente en radio- of draadloosstelle en omvat dit die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasses, veermatrasses, bomatrasses, bedkussings, peule en stoelkussings en omvat dit die

chair cushions, and shall include the activities carried on in any premises where wood-machining, wood-turning and/or wood carving in connection with the manufacture of furniture is carried on; and shall further include the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the manufacture of furniture or any operation associated with the final preparation of any article, either in whole or in part, is carried on, and the veneering of laminated block-board or plywood doors, used for furniture, but shall exclude the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, excluding the manufacture of metal bedsteads;

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

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

4. FURNITURE MANUFACTURING INDUSTRY TRAINING FUND

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

(2) From the date of coming into operation of this Agreement, every employer shall pay to the Council a monthly levy equivalent to 0,5 per cent of the total remuneration paid by him to all his employees in the Industry for whom minimum wages are prescribed in the Main Agreement and to apprentices.

(3) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclause (2) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council, P.O. Box 869, Bloemfontein, 9300. When making such payment, the employer shall furnish a return in the form as prescribed by the Council from time to time.

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

(c) Should any amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1 per cent per month or part thereof from such tenth day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

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

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

bedrywighede op enige persele waar masjienhoutwerk, houtdraai en/of houtsnijwerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels, of in die geheel of gedeeltelik, gedoen word, en die fineer van deure gemaak van lamelblokbord of laaghout, wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels, uitgesonderd die vervaardiging van metaalkatels;

"Hoofdooreenkomst" enige bestaande ooreenkomst vir die Meubelnywerheid van die Oranje-Vrystaat wat ingevolge artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by afwesigheid van sodanige ooreenkomst, die jongste loonooreenkomst wat ingevolge die Wet vir die Nywerheid gepubliseer is;

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

4. OPLEIDINGSFONDS VIR DIE MEUBELNYWERHEID

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

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

(3) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousule (2) betaalbaar is maand vir maand, en voor of op die 10de dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaalbaar is, aan die Sekretaris van die Raad, Posbus 869, Bloemfontein, 9300, betaal. Wanneer betaling geskied, moet die werkgever 'n opgawe voorlê in die vorm wat die Raad van tyd tot tyd mag voorskryf.

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

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

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

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

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

This Agreement signed on behalf of the parties at Bloemfontein this 1st day of December 1975.

W. J. CONRADIE, Chairman.

J. F. KLOPPER, Vice-Chairman.

G. J. D. JORDAAN, Secretary.

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

Hierdie Ooreenkoms is namens die partye op hede die 1ste dag van Desember 1975 te Bloemfontein onderteken.

W. J. CONRADIE, Voorsitter.

J. F. KLOPPER, Ondervoorsitter.

G. J. D. JORDAAN, Sekretaris.

CONTENTS

No.	Page	Gazette
No.	No.	No.
Labour, Department of		
Government Notice		
R. 934. Industrial Conciliation Act, 1956: Furniture Manufacturing Industry, Orange Free State: Training Fund Agreement ...	1	5147

INHOUD

No.	Bladsy	Staats-
No.	No.	koerant
No.	No.	No.
Arbeid, Departement van		
Goewermentskennisgewing		
R. 934. Wet op Nywerheidsversoenings, 1956: Meubelnywerheid, Oranje-Vrystaat: Opleidingsfondsooreenkoms ...	1	5147