

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6384

Regulasiekoerant

Vol. 402

PRETORIA, 18 DECEMBER 1998
DESEMBER

No. 19608

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1661

18 December 1998

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL: EXTENSION OF TRAINING FUND COLLECTIVE AGREEMENT TO NON-PARTIES

Under section 32 (2) of the Labour Relations Act, 1995 (Act No. 66 of 1995), I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby declare that, from 28 December 1998 to 30 June 1999, the Collective Agreement in the Schedule, which was concluded in the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, is binding on other employers and employees in that Industry, not parties to that Agreement, in the areas known as—

- (a) Area A in the Province of Natal, which consists of the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown, in the Province of Natal as it existed on 3 July 1954 and the Magisterial District of Mount Currie as it existed on 3 July 1954;
- (b) Area B, which consists of the Magisterial Districts of Umvoti (Greytown), Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto, and the municipal areas of Estcourt, Ladysmith and Newcastle as it existed on 3 July 1954;
- (c) Area C, which consists of the remainder of the Province of KwaZulu-Natal, excluding any portion of those areas which fell within the self-governing territory of KwaZulu and the Republic of Transkei immediately prior to the commencement of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993).

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL****TRAINING FUND COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

KwaZulu-Natal Furniture 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 Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

1. THE TRAINING FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL

The Fund formally known as "The Training Fund for the Furniture Manufacturing Industry" which was established in terms of the Agreement published under Government Notice No. R. 2313 dated 5 December 1975, is hereby continued in so far as matters relating to the Training Fund for the Furniture Manufacturing Industry, KwaZulu-Natal is concerned.

2. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
 - (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 Industry, respectively;
 - (b) in the Area of jurisdiction of the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, as it appears in its Certificate of Registration, namely—
 - (i) the whole of the Province of KwaZulu-Natal; and
 - (ii) the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Tabankulu and Umzimkulu.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply—
 - (a) only to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees;
 - (b) to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any regulations made thereunder or contract entered into in terms of the said Act.
- (3) The terms of this Agreement shall not apply to non-parties in respect of clause 1 (a).

3. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, and the Agreement shall remain in force till 30 June 1999.

4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females, and vice versa; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1995;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal, registered in terms of section 29 of the Act;

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

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

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

"Furniture Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the manufacture either in whole or in part of all types of furniture irrespective of the materials used, and includes the following operations:

Repairing, upholstering, reupholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making of and/or repairing of box-spring mattresses, and/or frames for upholstering; woodmachining, veneering, woodturning, and carving in connection with the manufacture and/or repair of furniture; polishing and/or repolishing of pianos; the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, cabinets for musical instruments and radio or wireless cabinets and also includes the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner of/or types of mattresses, springmattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where woodmachining, woodturning and/or carving in connection with the production of furniture is carried on; and further includes, the repairing, reupholstering 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 articles of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, including the manufacture of metal bedsteads;

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, KwaZulu-Natal published in terms of section 32 of the Act, in which wages are prescribed or, in the absence of such an agreement, the last wages 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 includes normal pay, payment for overtime, bonus and holiday payments and cash allowances, but does not include payments in kind such as the provision of houses or motor vehicles.

5. 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 1,5 per cent, plus the ruling VAT rate, 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 for apprentices.

(3) (a) The amount payable each month in terms of subclause (2) shall be forwarded to the Secretary of the Council, P.O. Box 1554, Durban, 4000, not later than the 10th day of the month immediately following the month to which it relates, together with a statement in such form as may from time to time specified by the Council.

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

(c) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

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

(5) Every employer in the Industry shall submit to the Training Board at the Head Office, P.O. Box 61631, Marshalltown, 2107, by the 21st day of the month following the end of each quarter a return showing the total salaries and wages paid by him to all employees employed by him in the three calendar months preceding 28/29 February, 31 May, 31 August and 30 November of each year. All employees employed by him shall be deemed to be employed in the Furniture Manufacturing Industry, unless he provides contrary proof to the satisfaction of the Training Board. The employer shall have such returns certified annually by a public auditor.

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

6. EXEMPTIONS**(1) General:**

- (a) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason, and if exemption has been applied for by a non-party to the Council and the independent body hereafter styled the Exemptions Board, established in terms of clause (5) (2) hereunder requests the Council to do so, must grant such exemption.
- (b) All applications for exemption must be in writing, in the specified form, as specified by the Council from time to time and must be addressed to the Secretary of the Council.
- (c) All applications for exemption must be substantiated and fully motivated and shall include amongst other things—
 - (i) the period for which exemption is required;
 - (ii) the relevant Agreement and clauses or subclauses of the Agreement from which exemption is required;
 - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultations, either in support of or against the application are to be included with the application.
- (d) The Council or the Exemptions Board, as the case may be, shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, in the case of an exemption to a party employer or employee, and, the Exemptions Board may, in the case of an exemption to a non-party employer or employee, if it deems fit after one week's notice in writing has been given to the person concerned, withdraw any licence or exemption.
- (e) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and Secretary of the Council setting out—
 - (i) the full name of the person concerned;
 - (ii) the provisions of the Agreement from which exemption is granted;
 - (iii) the conditions fixed in accordance with subclause (d);
 - (iv) the period for which the exemption shall operate; and
 - (v) the reason for the exemption being granted.
- (f) The Secretary of the Council shall—
 - (i) number consecutively all licences issued;
 - (ii) retain a copy of each licence issued; and
 - (iii) where exemption is granted to an employee, forward copy of the licence to the employer concerned.

(2) Independent body (styled the Exemptions Board):**(a) Establishment:**

In terms of section 32 of the Labour Relations Act, 1995, the Council hereby establishes an Exemptions Board to consider application for exemption from non-parties from any of the provisions of the Agreement for any good and sufficient reason.

(b) Composition of the Exemptions Board:

The Exemptions Board shall consist of a Chairperson and four members, each of whom may have an alternate.

(c) Appointment of chairperson

The Exemptions Board shall appoint a chairperson of the Exemptions Board a person who is not a party or member of a party to the Bargaining Council and who, in the opinion of the Council, will be generally acceptable to employees and employers in the Furniture Manufacturing Industry.

(d) Termination of appointment of chairperson:

The office of chairperson shall become vacant if—

- (i) he resigns from office;
- (ii) he fails to attend two consecutive meetings of the Exemptions Board without good cause;
- (iii) he becomes a party to or member of a party to the Bargaining Council;
- (iv) the vacation is for any cause recognised by law.

(e) Appointment of members of the Exemptions Board:

The Bargaining Council shall request the institutions listed in the schedule promulgated in terms of section 207 from time to time to nominate members and alternates to the Exemptions Board.

(f) Termination of membership of the Exemptions Board:

A member's position shall become vacant if—

- (i) he resigns from office;
- (ii) he fails to attend two consecutive meetings of the Exemptions Board without good cause;
- (iii) he becomes a party of member of a party to the Bargaining Council;
- (iv) the vacation is for any cause recognised by law.

(g) Duties of chairperson:

The chairperson shall preside at all members of the Exemptions Board, and in conjunction with the Secretary of the Exemptions Board after consultation with the members, shall set the time, date and venue for meetings of the Exemptions Board. He shall endeavour to ensure that members apply their minds properly to the granting of exemptions and that they comply with the requirements of clause 6 of this Collective Agreement.

(h) Duties of the Exemptions Board:

The Exemptions Board shall consider each application for exemption from the provisions of the collective agreement with due regard to the criteria set out in clause (2) (i) (vii) below, and shall decide whether the exemption applied for should be granted, and if so under what conditions and for what period. In the event of less than two thirds of the members present who have the right to vote at the Meeting at which the decision is to be taken vote in favour of the application, such application for exemption shall be refused. The Exemptions Board shall furnish clear reasons, in terms of the criteria set out in clause (2) (i), as to why it has made its decision. A decision shall be made within 30 days of the application having been referred, unless the applicant agrees to an extension of the period.

The Exemptions Board may request further information from either the applicant or the Bargaining Council in order to arrive at a decision.

Should a member of the Exemptions Board have any personal interest in the outcome of the exemption being considered he shall declare such interest prior to the consideration of the exemption.

(i) Criteria that must be applied by the Exemptions Board when it considers applications for exemptions:

The Exemptions Board shall apply the following criteria when it considers applications for exemptions:

- (i) It should ensure that the exemption applied for would not be in conflict with the primary objects of the Act.
- (ii) It shall not grant exemption unless it has formed the opinion that failure to grant exemption would seriously prejudice the applicant.
- (iii) It shall consider the interests of the Industry, taking into account whether the granting of the exemption—
 - > would unfairly undermine the Collective Bargaining process;
 - > would in general adversely affect job security;
 - > would interfere with fair competition between manufacturers in the Industry;
 - > would interfere with fair competition for jobs between workers in the Industry;
 - > would encourage unfair exploitation of workers;
 - > would allow health and safety to be adversely affected;
 - > would undermine training in the industry.
- (iv) In the event that the applicant is a manufacturer it shall take into account how the granting of exemption would effect its—
 - > financial position;
 - > competitive position;
 - > productivity; as well as it's—
 - workers' job security;
 - workers' living standards;
 - workers' benefits in terms of the Bargaining Council collective agreements.

(v) The Exemptions Board shall have regard to the degree to which the granting of exemption would permit the exploitation of workers.

(vi) The Exemptions Board shall have regard to the degree to which the granting of exemption would effect the viability of funds or schemes operated by the Bargaining Council.

(vii) It shall take into account whether the granting of exemption would adversely affect Labour Relations at sectoral level.

7. ENFORCEMENT OF THE AGREEMENT AND RESOLUTION OF DISPUTES

- (1) The Council may appoint one or more specified persons and may nominate them for appointment by the Minister as designated agents, to assist in giving effect to the terms of this Agreement.
- (2) If there is a dispute about the interpretation of application, including enforcement, of any provision of the Agreement, any party to the dispute may refer the dispute in writing to the Council.
- (3) The party who refers the dispute must satisfy the Council that a copy of the referral has been served on all other parties to the dispute.
- (4) The Council must attempt to resolve the dispute through conciliation.
- (5) The Secretary of the Council may require a designated agent to investigate the dispute.
- (6) The designated agent must investigate the facts surrounding the dispute and if the designated agent has reason to believe that the agreement has been breached, the designated agent may endeavour to secure compliance with the agreement through conciliation.
- (7) The designated agent shall submit, within seven days, a written report to the Secretary, steps taken to secure compliance and the outcome thereof.
- (8) If the dispute remains unresolved after 30 days, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by an accredited agency appointed by the Council.
- (9) If during the course of performing a designated agent's duties, he discovers what appears to be a breach of the Agreement, the designated agent shall—
- investigate the alleged breach;
 - endeavour to secure compliance with the Agreement; and
 - submit a report to the Secretary on the investigation, the steps taken to secure compliance, and the outcome thereof.
- (10) On receipt by the Secretary—
- may require a designated agent to conduct further investigations; or
 - if further conciliation is indicated, refer the matter to the Council for conciliation; or
 - issue a compliance order; or
 - refer the dispute to an accredited agency for arbitration.
- (11) The Secretary may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

Signed, at Durban on behalf of the parties, this 7th day of April 1998.

J. S. OLIVIER

Chairman

E. M. MOOSA

Vice-Chairman

G. MOONSAMY

Vice-Chairman

G. J. P. BLIGNAUT

Secretary

No. R. 1661

18 Desember 1998

WET OP ARBEIDSVIRHOUDINGE, 1995

**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL:
UITBREIDING VAN KOLLEKTIEWE OPLEIDINGSFONDS OOREENKOMS NA NIE-PARTYE**

Ingevolge artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995), verklaar ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, hierby, dat vanaf 28 Desember 1998 tot 30 Junie 1999, die Kollektiewe Ooreenkoms in die Bylae, wat in die Meubelnywerheidsbedingingsraad, KwaZulu-Natal aangegaan is, bindend op die ander werkgewers en werknemers in daardie nywerheid, wat nie partye tot die Ooreenkoms is nie, in die gebiede bekend as—

- Gebied A in die provinsie Natal, wat bestaan uit die landdrosdistrikte Camperdown, Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown, in the provinsie Natal soos dit bestaan het op 3 Julie 1954 en die landdrosdistrik Mount Currie soos dit bestaan het op 3 Julie 1954;

- (b) Gebied B, wat bestaan uit die landdrostdistrikte Umvoti (Greytown), Lions River, Port Shepstone, Richmond, Lower Tugela en Umzinto, en die munisipale gebiede van Estcourt, Ladysmith en Newcastle soos dit bestaan het op 3 Julie 1954;
- (c) Gebied C, wat bestaan uit die restant van die provinsie KwaZulu-Natal, uitgesluit enige gedeelte wat in die selfregerende gebied van KwaZulu en die Republiek van die Transkei geval het direk voor die inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993).

M. M. S. MDLADLANA

Minister van Arbeid

BYLAE

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL KOLLEKTIEWE OPLEIDINGSFONDSOOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

KwaZulu-Natal Furniture 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 "vakbond" genoem) aan die ander kant,

wat die partye van die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal.

1. DIE OPLEIDINGSFONDS VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL

Die fonds voorheen bekend as die "Opleidingsfonds vir die Meubelnywerheid" wat kragtens die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 2313 gedateer 5 Desember 1975 word hiermee voortgesit met betrekking tot sake wat verband hou met die Opleidingsfonds vir die Meubelnywerheid, KwaZulu-Natal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid KwaZulu-Natal nagekom word—
 - (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede is van die vakbond is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;
 - (b) in die provinsie KwaZulu-Natal en die landdrostdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu—
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing—
 - (a) slegs op werknemers vir wie lone in die Hoof-ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers;
 - (b) op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of enige regulasies wat daarkragtens gemaak is of kontrak wat ingevolge genoemde Wet aangegaan is.
- (3) Hierdie Ooreenkoms sal nie van toepassing wees op nie-partye ten opsigte van klousule 1 (a) nie.

3. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum deur die Minister van Arbeid vasgestel as die datum waarop die Ooreenkoms uitgebrei word na nie-partye, en die Ooreenkoms bly van krag tot 30 Junie 1999.

4. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1995, omskryf word, het dieselfde betekenis as in daardie Wet, waar daar van 'n Wet melding gemaak word, word ook alle wysigings van dié Wet bedoel, en tensy die teenoorgestelde bedoelings blyk, omvat woorde wat die manlike geslag aandui, ook vroue, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1995;

"Raad" die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal, geregistreer ingevolge artikel 29 van die Wet;

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

"werkgewer" enige persoon hoëgenaamd 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 waar enige persoon hoëgenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe; en het "in diens hê", "in diens neem" en "diens" ooreenstemmende betekenisse;

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

"Meubelnywerheid" of **"Nywerheid"** sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van meubels van alle tipes, afgesien van die materiaal wat gebruik word en dit sluit onder andere ook die volgende werksaamhede in:

Herstelwerk, stoffeerwerk, herstoffeerwerk, beitswerk, spuitwerk of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van kisveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsnywerk in verband met die vervaardiging en/of herstel van meubels, poleerwerk en/of herpoleerwerk aan klaviere; of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroee of teaters, kabinette vir musiekinstrumente en radio of draadlooskabinette; en ook die vervaardiging of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, beleglae, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnywerk uitgevoer word in verband met die vervaardiging van meubels; voorts ook herstelwerk, herstoffeerwerk of herpoleerwerk aan meubels in of in verband met bedryfs-inrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik uitgevoer word en die fineerwerk aan 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 artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word en die vervaardiging van metaalmeubels, met inbegrip van metaalkatels;

"Hofooreenkoms" enige bestaande ooreenkoms vir die Meubelnywerheid, KwaZulu-Natal wat ingevolge artikel 32 van die Wet gepubliseer is en waarin lone voorgeskryf word, of, by afwesigheid van sodanige ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"besoldiging" 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 kontant-toelaes insluit, maar uitgesonderd betalings *in natura* soos die verskaffing van huise of motorvoertuie.

5. OPLEIDINGSFONDS VIR MEUBELNYWERHEID

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

(2) Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms moet elke werkgewer maandeliks 'n heffing aan die Raad betaal gelyk aan 1,5 persent, plus die heersende BTW-koers van die totale besoldiging wat hy betaal het aan al sy werknemers in die Nywerheid vir wie minimum lone in die Hofooreenkoms voorskryf word vir vakleerlinge.

(3) (a) Die bedrag wat elke maand ingevolge subklousule (2) betaalbaar is, moet voor of op die 10de dag van die maand aan die Sekretaris van die Raad, Posbus 1554, Durban, 4000, gestuur word, tesame met 'n staat in sodanige vorm as wat die Raad van tyd tot tyd mag spesifiseer.

(b) 'n Werkgewer wat agterstallig is met betalings ingevolge paragraaf (a) en wat, nadat hy skriftelik deur die Raad gewaarsku is, versuim om die uitstaande bedrae binne sewe dae na sodanige waarskuwing aan te stuur, moet, nadat die Raad hom dienooreenkomstig skriftelik in kennis gestel het, die bedrae ingevolge hierdie klousule betaalbaar week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag na die betaaldag van die week ten opsigte waarvan die bedrae betaalbaar is. Die betaling wat ten opsigte van die laaste betaaldag van elke kalendermaand gestuur word, moet vergesel gaan van die opgawe in paragraaf (a) bedoel. 'n Werkgewer 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 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, moet die werkgewer rente op sodanige bedrag betaal of op sodanige mindere bedrag wat nog nie betaal is nie, bereken teen een persent per maand of gedeelte daarvan vanaf die 15de 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 goeddunke betaling van die rente of 'n gedeelte daarvan kwyt te skeld.

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

(5) Elke werkgewer in die Nywerheid moet teen die 21ste dag van die maand wat volg op die einde van elke kwartaal aan die Opleidingsraad by sy Hoofkantoor, Posbus 61631, Marshalltown, 2017, 'n opgawe stuur van die totale bedrag aan salarisse en lone wat hy betaal het aan alle werknemers wat in die drie kalendermaande voor 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 werkgewer moet die opgawes jaarliks deur 'n openbare ouditeur laat sertifiseer.

(6) Afskrifte van die Konstitusie en van die geouditeerde jaarlikse rekeninge en balansstate van die fonds moet by die Raad en die Registrateur van Arbeidsverhoudinge Departement 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.

6. VRYSTELLINGS

(1) Algemeen:

- (a) Die Raad mag vrystelling toestaan van enige van die bepalings van hierdie Ooreenkoms vir enige goeie en grondige rede, en as aansoek om vrystelling gedoen word deur 'n nie-party tot die Raad en die onafhanklike liggaam wat saamgestel is ingevolge klousule 5 (2) van die Ooreenkoms versoek die Raad om so te doen, moet die Raad die vrystelling toestaan.
- (b) Alle aansoeke om vrystelling moet skriftelik geskied, in die voorgeskrewe vorm, soos van tyd tot tyd deur die Raad bepaal en moet aan die Sekretaris van die Raad gerig word.
- (c) Alle aansoeke om vrystelling moet gestaaf en ten volle gemotiveer word en moet, onder andere, die volgende insluit:
 - (i) Die tydperk waarvoor die vrystelling benodig word;
 - (ii) die betrokke ooreenkoms en die klousules of subklousules van die Ooreenkoms ten opsigte waarvan vrystelling verlang word;
 - (iii) bewys dat die aansoek wat gemaak word deur die werkgewer bespreek is met sy werknemers en hul respektiewe verteenwoordigers. Die reaksie wat uit sodanige konsultasies voortgevloei het, of ten gunste of teen die aansoek moet by die aansoek ingevoeg word.
- (d) Die Raad of die Vrstellingsraad soos die geval mag wees, sal, ten opsigte van enige persoon aan wie vrystelling toegestaan word, die voorwaardes onderhewig waaraan sodanige vrystelling toegestaan word en die tydperk van duur van sodanige vrystelling vas stel: Met dien verstande dat die Raad mag, in die geval van 'n vrystelling aan 'n party werkgewer of werknemer, en, die Vrstellingsraad mag, in die geval van 'n vrystelling aan 'n nie-party werkgewer of werknemer, na goeddunke, na een week se skriftelike kennisgewing aan die betrokke persoon, enige vrystellingslisensie mag terugtrek.
- (e) Die Sekretaris van die Raad sal aan elke persoon aan wie 'n vrystelling toegestaan is, 'n lisensie uitreik, geteken deur die Voorster en die Sekretaris van die Raad wat die volgende uiteensit:
 - (i) Die volle name van die betrokke persoon;
 - (ii) die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling toegestaan word;
 - (iii) die voorwaardes vasgestel ingevolge subklousule (d);
 - (iv) die duur van die vrystelling; en
 - (v) die rede vir die toestaan van die vrystelling.
- (f) Die Sekretaris van die Raad moet—
 - (i) alle lisensies uitreik in genommerde volgorde;
 - (ii) 'n afskrif van elke lisensie uitgereik behou; en
 - (iii) waar 'n lisensie aan 'n werknemer toegestaan word, 'n afskrif daarvan aan die werkgewer besorg.

(2) Onafhanklike liggaam (getiteld die Vrstellingsraad):

(a) Daarstelling:

Ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, bring die Raad hiermee 'n Vrstellingsraad tot stand om aansoeke vir vrystelling van nie-partye van die bepalings van die Ooreenkoms vir enige goeie en voldoende rede te oorweeg.

(b) Samestelling van die Vrstellingsraad:

Die Vrstellingsraad sal bestaan uit 'n Voorster en vier lede, waarvan elk 'n plaasvervanger mag hê.

(c) Aanstelling van voorsitter:

Die Vrstellingsraad sal 'n voorsitter aanstel wat nie 'n party of lid van 'n party tot die Bedingsraad is nie en wie, na die mening van die Raad, in die algemeen aanvaarbaar sal wees deur werknemers en werkgewers in die Meubelnywerheid.

(d) Beëindiging van aanstelling van voorsitter:

Die amp van voorsitter sal vakant word indien—

- (i) hy bedank;
- (ii) hy versuim om sonder grondige rede twee agtereenvolgende vergaderings van die Vrstellingsraad by te woon;
- (iii) hy 'n party of 'n lid van 'n party tot die Bedingsraad word; of
- (iv) die vakature as gevolg van enige wetlike rede ontstaan.

(e) *Aanstelling van lede van die Vrystellingsraad:*

Die Bedingsingsraad sal die institue wat in die bylae ingevolge artikel 207 van tyd tot tyd gepromulgeer is, versoek om lede en plaasvervangers tot die Vrystellingsraad te nomineer.

(f) *Beëindiging van lidmaatskap van die Vrystellingsraad:*

'n Lid se pos sal vakant word as—

- (i) hy bedank;
- (ii) hy versuim om sonder grondige rede twee agtereenvolgende vergaderings van die Vrystellingsraad by te woon;
- (iii) hy 'n party of 'n lid van 'n party tot die Bedingsingsraad word; of
- (iv) die vakature as gevolg van enige wetlike rede ontstaan.

(g) *Pligte van voorsitter:*

Die voorsitter sal alle vergaderings van die Vrystellingsraad lei en tesame met die Sekretaris van die Vrystellingsraad, na raadpleging met die lede, die tyd, datum en plek vir vergaderings van die liggaam vasstel. Hy moet verseker dat lede hul gedagtes behoorlik toepas met die toestaan van vrystellings en dat hulle voldoen aan die vereistes van klousule 6 van hierdie Ooreenkoms.

(h) *Pligte van die Vrystellingsraad:*

Die liggaam moet elke aansoek om vrystelling van die bepalings van die Ooreenkoms oorweeg met inagneming van die maatstawwe soos in subklousule (2) (i) hieronder uiteengesit, en moet besluit of die aansoek om vrystelling toegestaan moet word en, indien wel, onder watter omstandighede en vir watter tydperk. In die geval waar minder as twee-derdes van die lede teenwoordig wat die reg het om in die vergadering te stem waar die besluit geneem moet word, ten gunste van die aansoek stem, moet die aansoek afgekeur word. Die Vrystellingsraad moet volle redes ingevolge die maatstawwe uiteengesit in (2) (i), verskaf vir sy besluit. 'n Beslissing moet binne 30 dae van die aansoek gemaak word tensy die aansoeker toestem tot 'n verlenging van die tydperk.

Die Vrystellingsraad mag verdere informasie van die aansoeker of die Bedingsingsraad aanvra ten einde tot 'n besluit te kom.

Sou 'n lid van die Vrystellingsraad enige persoonlike belang in die uitslag van die vrystelling wat oorweeg word hê, moet hy sodanige belang/e verklaar voor die aansoek oorweeg word.

(i) *Maatstawwe wat toegepas moet word deur die Vrystellingsraad wanneer dit aansoeke om vrystelling oorweeg:*

Die vrystellingsraad sal die volgende maatstawwe toepas wanneer dit aansoeke om vrystelling oorweeg:

- (i) Dit moet verseker dat die aansoek om vrystelling nie indruis met die gronddoeleindes van die Wet nie.
- (ii) Dit sal nie vrystelling toestaan nie tensy dit tot die slotsom gekom het dat versuim om die aansoek toe te staan die aansoeker ernstig sal benadeel.

(iii) *Dit sal die belange van die Nywerheid oorweeg en in ag neem of die toestaan van 'n vrystelling—*

- die Kollektiewe Bedingsingsproses onredelik sal ondermyn;
- werksekeriteit in die algemeen onregverdig sal raak;
- sal indruis teen regverdige kompetisie tussen vervaardigers in die Nywerheid;
- sal indruis teen regverdige werkseleenthede tussen werkers in die Nywerheid;
- onregverdige uitbuiting van werkers sal aanmoedig;
- toelaat dat gesondheid en veiligheid nadelig geraak word;
- onderrig in die Nywerheid ondermyn sal word.

(iv) *Ingeval die aansoeker 'n vervaardiger is sal dit in ag neem hoe die toestaan van 'n aansoek die volgende sal affekteer:*

- finansiële posisie;
- kompeterende posisie;
- produktiwiteit, sowel as sy—
 - werknemers se werksekeriteit;
 - werknemers se lewensstandaarde;
 - werknemers se voordele ingevolge die Bedingsingsraad se ooreenkomste.

(v) *Die Vrystellingsraad sal in ag neem tot watter mate die toestaan van 'n vrystelling die uitbuiting van werkers sal toelaat.*(vi) *Die Vrystellingsraad sal in ag neem tot watter mate die toestaan van 'n vrystelling die lewensvatbaarheid van die fondse of skemas bestuur deur die Bedingsingsraad geraak sal word.*

- (vii) Dit sal in aanmerking neem of die toestaan van enige vrystelling arbeidsverhoudinge nadelig sal beïnvloed op sektorale gebied.

7. TOEPASSING VAN DIE OOREENKOMS EN SKIKKING VAN DISPUTE

- (1) Die Raad mag een of meer bepaalde persone aanstel en hulle aan die Minister nomineer vir aanstelling as aangewese agente, om behulpsaam te wees met die toepassing van die bepalinge van hierdie Ooreenkoms.
- (2) Indien 'n dispuut oor die interpretasie of aanwending, insluitend die toepassing daarvan, van enige bepaling van die Ooreenkoms ontstaan, mag enige party tot die dispuut dit skriftelik na die Raad verwys.
- (3) Die party wat die dispuut verwys moet die Raad tevrede stel dat 'n afskrif van sodanige verwysing op alle partye betrokke by die dispuut gedien is.
- (4) Die Raad moet poog om die dispuut deur middel van arbitrasie te besleg.
- (5) Die Sekretaris van die Raad mag dit van 'n aangewese agent verlang om 'n dispuut te ondersoek.
- (6) Die aangewese agent moet die feite van die dispuut ondersoek en as die aangewese agent rede het om te glo dat die bepalinge van die ooreenkoms oortree is, mag hy probeer om voldoening aan die vereistes deur konsiliatie te bekom.
- (7) Die aangewese agent moet binne sewe dae 'n skriftelike verslag by die Sekretaris indien waarin die stappe gedoen om voldoening te verkry, en die uitslag daarvan, getoon moet word.
- (8) Indien die dispuut na 30 dae nog nie geskik is nie, mag enige party tot die dispuut die Sekretaris van die Raad versoek om die dispuut vir arbitrasie na 'n geakkrediteerde agentskap deur die Raad aangestel te verwys.
- (9) Indien 'n aangewese agent gedurende die uitvoering van sy pligte wat blyk 'n oortreding van die Ooreenkoms te wees teenkom, moet die aangewese agent—
- (a) die beweerde of vermeende skending ondersoek;
 - (b) poog om voldoening met die vereistes van die Ooreenkoms te verkry; en
 - (c) 'n verslag by die Sekretaris indien waarin die stappe wat geneem is om voldoening te verkry, en die resultaat daarvan, aangetoon word.
- (10) Op ontvangs deur die Sekretaris mag hy—
- (a) die aangewese agent gelas om verdere ondersoek te doen; of
 - (b) as verdere konsiliatie blyk nodig te wees, die aangeleentheid na die Raad verwys vir konsiliatie; of
 - (c) 'n voldoeningbevel uitreik; of
 - (d) die dispuut na 'n geakkrediteerde agentskap verwys vir arbitrasie.
- (11) Die Sekretaris mag aansoek doen dat 'n hofbevel ingevolge die artikel 158 (1) van die Wet deur die Arbeidshof ten opsigte van die arbitrasietoekenning gemaak word.

Namens die partye op hede die 7de dag van April 1998 te Durban onderteken.

J. S. OLIVIER

Voorsitter

E. M. MOOSA

Adjunkvoorsitter

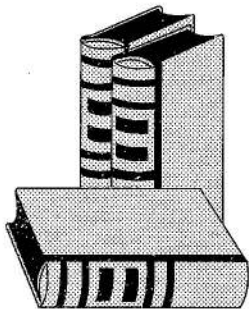
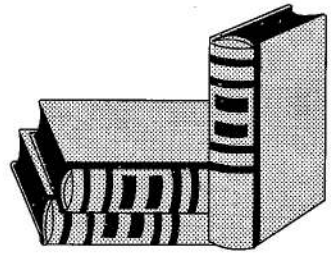
G. MOONSAMY

Adjunkvoorsitter

G. J. P. BLIGNAUT

Sekretaris

Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

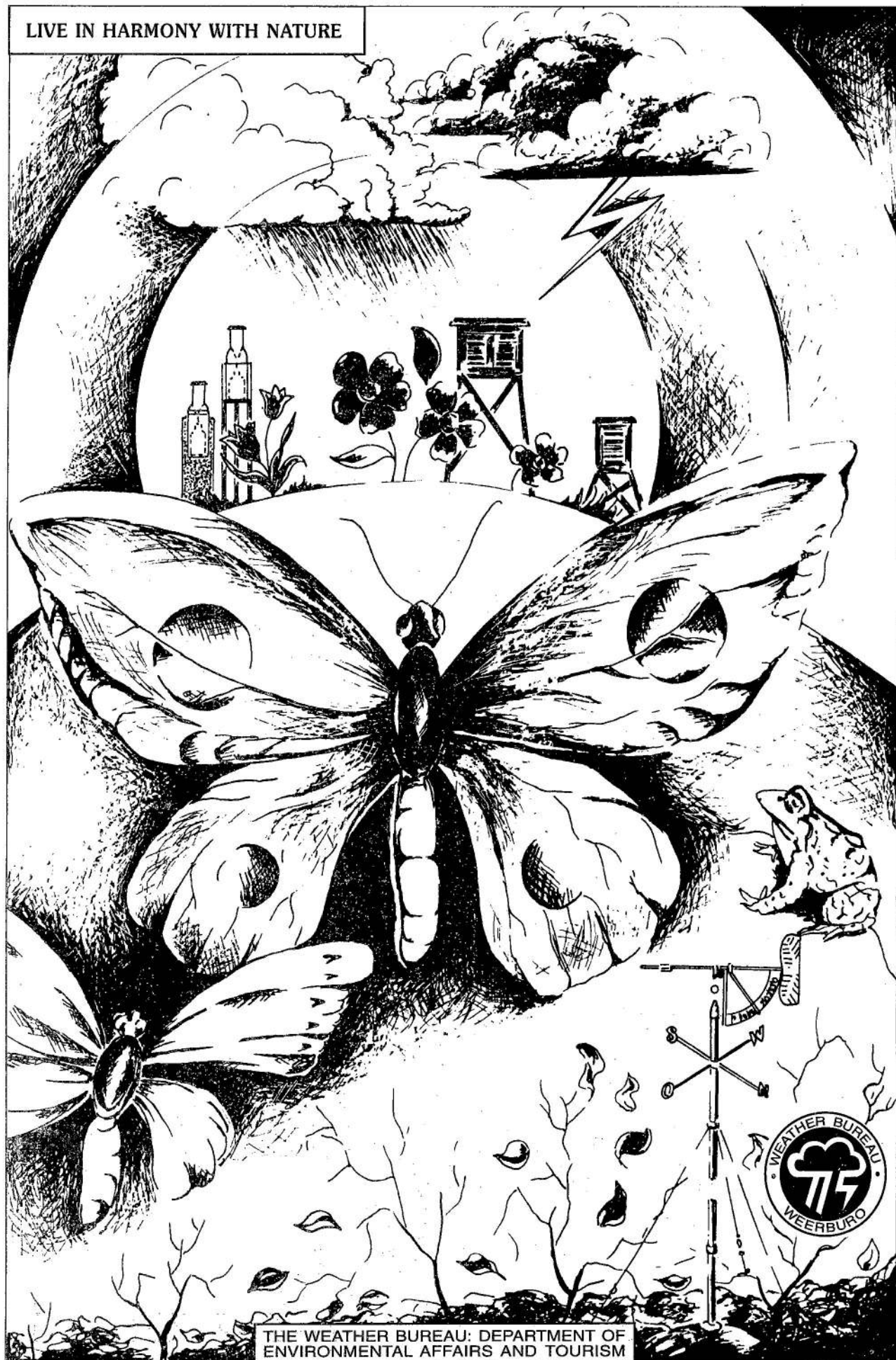
Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

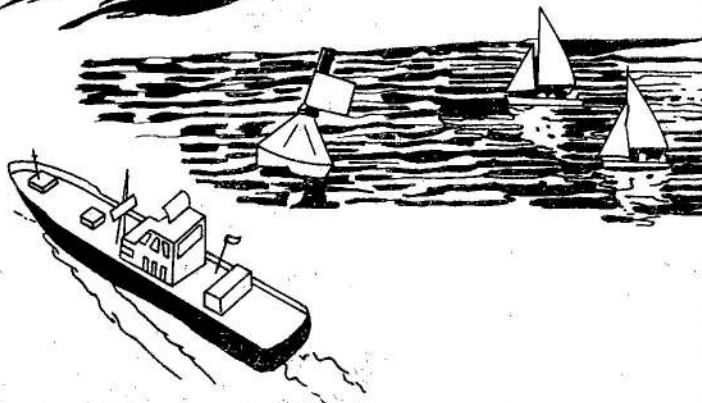
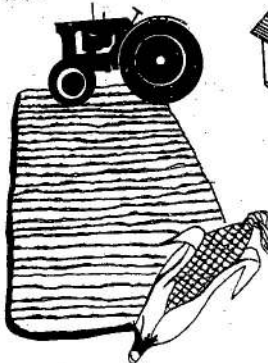
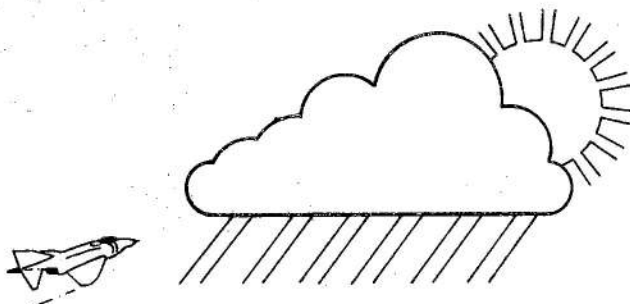
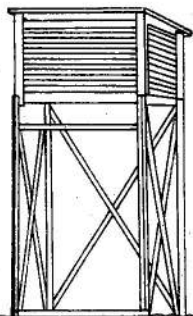
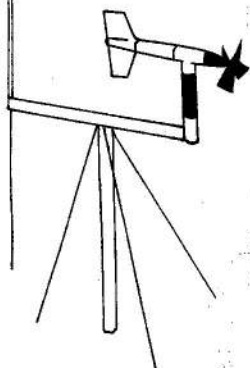
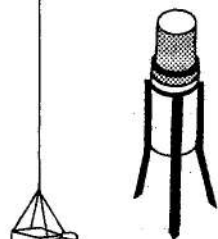
LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM

SA WEATHER BUREAU SA WEERBURO

**W
E
A
T
H
E
R
·
S
E
R
V
I
C
E
S
·
W
E
E
R
D
I
E
N
S
T
E**



DEPT. OF ENVIRONMENTAL AFFAIRS AND TOURISM • DEPT. VAN OMGEWINGSAKE EN TOERISME

CONTENTS**INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICE			GOEWERMENSKENNISGEWING		
Labour, Department of			Arbeid, Departement van		
<i>Government Notice</i>			<i>Goewermenskennisgewing</i>		
R. 1661			R. 1661		
Labour Relations Act (66/1995):			Wet op Arbeidsverhoudinge (66/1995):		
Bargaining Council for the Furniture			Bediningsraad vir die Meubelnywerheid,		
Manufacturing Industry, KwaZulu-Natal:			KwaZulu-Natal: Uitbreiding van Kolle-		
Extension of Training Fund Collective			tiewe Opleidingsfonds Ooreenkoms na		
Agreement to Non-Parties	1	19608	Nie-partye	6	19608