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GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA



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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.3905.]

[12th December, 1969.]

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE

SICK BENEFIT SOCIETY

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 27, shall be binding from the second Monday after the date of publication of this notice and for the period ending five 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 Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Maraisburg, Middelburg (Cape), Murraysburg, Pearston, Richmond

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.3905.]

[12 Desember 1969.]

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID,
OOSTELIKE KAAPPROVINSIE

SIEKTEBYSTANDSVERENIGING

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albanie, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Joubertina, Maraisburg, Middelburg (Kaap), Murraysburg, Pearston,

(Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. Johns, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala), Hankey and Noupoot.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE PROVINCE

SICK BENEFIT SOCIETY AGREEMENT

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into by and between the East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa;

National Association of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province.

1. SCOPE OF APPLICATION

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala), Hankey and Noupoot, by all employers who are members of any of the employers' organizations and are engaged in the Furniture Manufacturing Industry and by all employees who are members of any of the trade unions and employed in that Industry.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall—

- (i) only apply to employees for whom wages are prescribed in the main agreement and to the employers of such employees;
- (ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

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 sub-section (1) of section forty-eight of the Act, and shall remain in force for a period of five years, or for such period as may be determined by him.

Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentana, Keiskammahoek, King William's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. Johns, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala), Hankey en Noupoot.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

SIKTEBYSTANDSVERENIGINGOOREENKOMS

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoeëning, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association;

(hieronder die „werkgewers” of die „werkgewersorganisasies” genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa;

National Association of Furniture and Allied Workers of South Africa;

(hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

1. TOEPASSINGSBESTEK

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrostdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albanie, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mquanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. Johns, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala), Hankey en Noupoot, deur alle werkgewers wat lede van enigeen van die werkgewersorganisasies is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van enigeen van die vakverenigings is en in dié Nywerheid in diens is.

(b) Ondanks die bepalings in subklousule (a), is die bepalings van hierdie Ooreenkoms—

- (i) slegs van toepassing op werknemers vir wie daar lone in die Hoof-ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;
- (ii) van toepassing op vakleerlinge vir sover hulle nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of 'n ooreenkoms aangegaan of 'n voorwaarde vasgestel ingevolge daarvan.

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 vyf jaar of vir dié tydperk wat hy mag bepaal.

3. DEFINITIONS

All expressions used in this Agreement, which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and vice versa; further—unless inconsistent with the context—

“auditor” shall mean a public accountant as defined in the Act;

“Act” means the Industrial Conciliation Act, 1956;

“apprentice” means an employee who is bound by a written contract of apprenticeship, registered under the provisions of the Apprenticeship Act, 1944;

“casual employee” means an employee who is employed by the same employer for not more than 3 days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

“Committee” shall mean the Medical Committee appointed in terms of the provisions of this Agreement;

“Council” shall mean the Industrial Council for the Furniture Manufacturing Industry, Eastern Cape Province;

“dependants” shall mean those persons admitted to the Society as dependants in accordance with the provisions of this Agreement;

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

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

“learner” means an employee other than an apprentice, labourer, learner-packer, probationer who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate.

“Main Agreement” means any current agreement for the Furniture Manufacturing Industry, Eastern Cape Province, 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;

“member” shall mean a person who has been duly admitted to membership of the Society in terms of the provisions of this Agreement;

“Regulations” shall mean the regulations made by the Medical Committee from time to time in accordance with the provisions of this Agreement;

“sickness” shall include diseases, and incapacity due to injury;

“Society” shall mean the Eastern Cape Province Furniture Workers' Sick Benefit Society;

“wage” shall mean the amount of money payable to an employee in terms of the Main Agreement in respect of his ordinary hours of work; provided that, if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in the Main Agreement, it means such higher amount.

3. WOORDOMSKEYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in dié Wet, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde en uitdrukkings wat die manlike geslag aandui, ook vrouens bedoel en word daar met woorde en uitdrukkings wat die enkelvoud aandui, ook die meervoud bedoel, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

„ouditeur” ’n openbare rekenmeester soos in die Wet omskryf;

„Wet” die Wet op Nywerheidsversoenings, 1956;

„vakleerling” ’n werknemer wat gebind is deur ’n skriftelike leerlingskontrak wat ingevolge die bepalings van die Wet op Vakleerlinge, 1944 geregistreer is;

„los werknemer” ’n werknemer wat by dieselfde werkgever in diens is vir nie meer as 3 dae in ’n bepaalde week vir die doel om grondstowwe van enige aard te laai en/of af te laai en/of te berg;

„Komitee” die Mediese Komitee wat ooreenkomstig die bepalings van hierdie Ooreenkoms aangestel is;

„Raad” die Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaaprovinsie;

„afhanklikes” dié persone wat tot die Vereniging toegelaat is as afhanklikes ooreenkomstig die bepalings van hierdie Ooreenkoms;

„Meubelnywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir die vervaardiging, of in hulle geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat dit onder andere die volgende werksaamhede:

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk van klaviere of die vervaardiging en/of beits-, spuit- en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte of tipes matrasse, veermatrasse, beleglae, bedkussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjiens-, houtdraai- en/of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings 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 ten dele, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandiesgoed, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

„leerling” ’n werknemer, uitgesonderd ’n vakleerling, arbeider, leerling-verpakker, proefleerling wat ten tye van sy indiensneming ’n minderjarige is of was en in diens is om enige klas werk te leer wat in sy leerlingstifikaat aangedui is;

„Hofooreenkoms” enige geldige ooreenkoms vir die Meubelnywerheid, Oostelike Kaaprovinsie, gepubliseer ingevolge die bepalings van artikel 48 van die Wet, waarin lone voorgeskryf word of, by ontstentenis van so ’n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

„lid” ’n persoon wat behoorlik as lid van die Vereniging toegelaat is ooreenkomstig die bepalings van hierdie Ooreenkoms;

„Regulasies” die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel is ooreenkomstig die bepalings van hierdie Ooreenkoms;

„siekte” omvat ook kwale en ongesiktheid weens besering;

„Vereniging” die Siektebystandsvereniging van Oos-Kaaplandse Meubelwerkers;

„loon” die bedrag geld aan ’n werknemer betaalbaar ingevolge die bepalings van die Hofooreenkoms ten opsigte van sy gewone werkure: Met dien verstande dat indien ’n werkgever gereeld aan ’n werknemer ten opsigte van sodanige gewone werkure ’n bedrag betaal wat meer is as dié wat in die Hofooreenkoms voorgeskryf word, dit sodanige hoër bedrag beteken.

4. EASTERN CAPE FURNITURE WORKERS' SICK BENEFIT SOCIETY

- (1) There is hereby established a Society which shall be known as the "Eastern Cape Furniture Workers' Sick Benefit Society".
- (2) The Society shall consist of:
- (i) The Society established in terms of Part II of the agreement published under Government Notice No. 1454 dated 20th September, 1963;
 - (ii) The fund established in terms of the agreement published in the schedule to Government Notice No. 777 dated 29th September, 1961;
 - (iii) Contributions in terms of clause 16;
 - (iv) Interest derived from the investment of any moneys of the Society;
 - (v) Any other moneys to which the Society may become entitled.

5. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing members and their dependants, in accordance with the provisions of this Agreement and the regulations, with medical, surgical, and ophthalmic attendance and treatment, medicines, dressings, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and, in the latter case, is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

(2) In connection with the attainment of the aforementioned objects the Society may—

- (a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;
- (b) establish and/or conduct any hospital, nursing home, convalescent home or the like or any surgery or dispensary for the care of members and their dependants;
- (c) contract with any hospital, nursing home, convalescent home, or the like for the care of members and their dependants;
- (d) contract with any optician, pharmacist or any other person for the supply of services, optical requirements, medicines, dressings and drugs;
- (e) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Society.

(3) The Society may further do all such other things as are incidental or conducive to the attainment of any object, or incidental to any of the powers or functions mentioned in this Agreement.

6. MEMBERSHIP

(1) Subject to the provisions of paragraph (c), membership of the Society shall consist of:

- (a) All employees in the Industry for whom wages are prescribed in the Main Agreement, excluding casual employees and clerical employees who elect not to be members;
- (b) all apprentices employed in the Industry;
- (c) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 16.

(2) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding any subscriptions which may have been paid.

7. MEMBERS' COMPLAINTS

(1) Any complaint against the Committee, or any official or servant thereof, shall be made to the Council, who shall have the power to adjudicate, and whose ruling shall be final;

(2) Complaints against medical personnel shall be lodged with the Committee, which in turn shall refer the said complaints to referees consisting of a medical officer of the Society and a general practitioner appointed by the Committee who shall report thereon to the Committee.

4. SIEKTEBYSTANSVERENIGING VAN OOS-KAAPLANDSE MEUBELWERKERS.

- (1) Hierby word 'n vereniging gestig wat bekend staan as die „Siektebystandvereniging van Oos-Kaaplandse Meubelwerkers”.
- (2) Die Vereniging bestaan uit:
- (i) Die Vereniging ingestel ooreenkomstig Deel II van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1454 van 20 September 1963;
 - (ii) die Fonds ingestel ooreenkomstig die ooreenkoms gepubliseer in die bylae van Goewermenskennisgewing No. 777 van 29 September 1961;
 - (iii) bydraes ooreenkomstig klousule 16;
 - (iv) rente verkry uit die belegging van gelde van die Vereniging; en
 - (v) enige ander geld waarop die Vereniging geregtig mag word.

5. DOELSTELLINGS

(1) Die doelstellings van die Vereniging is om fondse deur middel van ledegelde, bydraes en skenkings bymekaar te maak en in stand te hou met die doel om, ooreenkomstig die bepalinge van hierdie Ooreenkoms en die regulasies, lede en hulle afhanklikes te voorsien van geneeskundige, chirurgiese en oftalmiese dienste en behandeling, medisyne, verbande, geriewe, hospitaal- of verpleeginrigtingbehandeling wanneer vry beddens nie ooreenkomstig die bepalinge van die betrokke provinsiale ordonnansie in 'n hospitaal verkrygbaar is nie en wanneer behandeling, in laasgenoemde geval, dringend nodig is; om siekteverlofsbesteding en dié ander voordele en hulp wat die Komitee van tyd tot tyd mag bepaal, aan lede te verskaf en om maatreëls te tref vir die voorkoming van siekte en die verbetering en bevordering van gesondheid onder lede en hulle afhanklikes.

(2) In verband met die verwesenlik van voornoemde doelstellings, mag die Vereniging—

- (a) dié dokters, verpleegsters, aptekers en ander persone wat hy wenslik ag, in diens neem, in diens hou of kontrakte met hulle aangaan;
- (b) 'n hospitaal, verpleeginrigting, herstellingstehuis of 'n dergelike inrigting of 'n spreekkamer of apteek vir die versorging van lede en hulle afhanklikes stig en/of bestuur;
- (c) met 'n hospitaal, verpleeginrigting, herstellingstehuis of 'n dergelike inrigting 'n kontrak aangaan vir die versorging van lede en hulle afhanklikes;
- (d) met 'n oogkundige, apteker of 'n ander persoon 'n kontrak aangaan vir die lewering van dienste, optiese benodigdhede, medisyne, verbande en verdowingsmiddels;
- (e) enige ander organisasie of liggaam wat oor die algemeen of gedeeltelik dieselfde doelstellings as die Vereniging nastreef, inlyf, daarmee amalgameer of wedersyds daarmee saamwerk.

(3) Die Vereniging mag voorts al dié ander dinge doen wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling of wat in verband staan met enigeen van die bevoegdhede of funksies in hierdie Ooreenkoms bedoel.

6. LIDMAATSKAP

(1) Behoudens die bepalinge van paragraaf (c), bestaan lidmaatskap van die Vereniging uit die volgende:

- (a) Alle werknemers in die Nywerheid vir wie lone in die Hoofdooreenkoms voorgeskryf word, uitgesonderd los werknemers en klerke wat verkies om nie lede te word nie;
- (b) alle vakleerlinge in diens in die Nywerheid; en
- (c) behoudens die goedkeuring van die Komitee, dié ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hulle werkgewers toegestem het om die bydraes te maak wat in klousule 16 voorgeskryf word.

(2) Ondanks enige ledegeld wat betaal mag gewees het, word lidmaatskap van die Vereniging beëindig sodra 'n lid die Nywerheid verlaat.

7. KLAGTES VAN LEDE

(1) Alle klagtes teen die Komitee of 'n ampsdraer of werknemer daarvan, moet aan die Raad gerig word, wat oor die bevoegdheid beskik om 'n beslissing te fel en wie se beslissing finaal is.

(2) Klagtes teen die mediese personeel moet by die Komitee ingedien word, en die Komitee moet op sy beurt sodanige klagtes verwys na arbiters wat bestaan uit 'n geneeskundige beampete van die Vereniging en 'n algemene praktisyn wat deur die Komitee aangestel is, en genoemde arbiters moet verslag oor sodanige klagte aan die Komitee doen.

8. MEMBERS ON LEAVE

Members on leave from their employment during the annual holiday period shall be liable for subscriptions in respect of such leave period.

9. PENSIONERS AND WIDOWS

Members who retire from the Industry after twenty years of service or widows of deceased members may be permitted to continue to participate in the benefits of the Society, on such terms and conditions as to contributions to the Society and otherwise as the Committee may from time to time prescribe.

10. ADMISSION OF DEPENDANTS

The following persons shall, on the conditions set out hereunder, be admitted as dependants of a member:

- (a) A member's wife, and a member's children under the age of eighteen years (including legally adopted children) subject to such proof as the Committee may require of their being wholly dependant on such member;
- (b) any other person who, at the discretion of the Committee, is wholly dependant on a member:

Provided that a person referred to in (b)—

- (i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee, provided that the Committee may, in its discretion, dispense with this requirement;
- (ii) shall not be entitled to admission as a dependant of a learner during the first two periods of learnership;
- (iii) who is in receipt of old age or any other pension, and children under the age of eighteen years who are in receipt of an income of R12 per month or less may, at the discretion of the Committee, be considered as wholly dependant;
- (iv) shall normally reside with the member concerned, provided that in special cases the Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Republic.

11. MEMBERSHIP CARDS

A card shall be issued to every member as evidence of membership. This card must be produced, upon request, to any person rendering services to a member or dependant in terms of the provisions of this Agreement and for which the Society may be liable in whole or in part.

Membership cards must be forwarded within seven days to the Secretary of the Committee for the necessary additions and deletion in the case of—

- (a) the marriage of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of eighteen years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding R12 (twelve rand) per month;
- (e) a change of rate of subscription;
- (f) a change of address;
- (g) a change of panel doctor;
- (h) a change of membership number.

In the case of (a) or (b) the marriage or birth certificate and/or evidence of legal adoption must be produced.

Membership cards shall be issued free in the first instance but if a card is lost, a fee of ten cents (10c) shall be paid to the Society by the member concerned for its replacement.

A new issue of membership cards may be made from time to time at the discretion of the Committee.

Membership cards remain the property of the Society at all times and must be surrendered to the Society on termination of membership.

12. BENEFITS

(a) A member and his dependants shall, subject to the regulations, be entitled to the following benefits:

- (i) Medical attendance (excluding confinements or complications arising therefrom).
- (ii) Specialists' services (excluding obstetrics), on the recommendation of the medical officer appointed by the Committee.

8. LEDE MET VERLOF

Lede wat met verlof van hulle werk afwesig is gedurende die jaarlikse vakansietydperk, is vir hulle ledegelde ten opsigte van sodanige verloftyd aanspreeklik.

9. PENSIOENTREKKERS EN WEDUWES

Lede wat na twintig jaar diens uit die Nywerheid aftree of weduwees van afgestorwe lede mag toegelaat word om in die voordele van die Vereniging te deel op dié voorwaardes wat die Komitee in verband met bydraes tot die Vereniging of ander sake, van tyd tot tyd voorskryf.

10. TOELATING VAN AFHANKLIKES

Ondergenoemde persone moet, op die voorwaardes hieronder gemeld, as afhanklikes van 'n lid toegelaat word:

- (a) 'n Lid se vrou en 'n lid se kinders onder die ouderdom van agtien jaar (met inbegrip van wettig aangenome kinders) nadat dié bewys wat die Komitee vereis, gelewer is van hulle algehele afhanklikheid van sodanige lid;
- (b) enige ander persoon wat, na die mening van die Komitee, geheel en al van 'n lid afhanklik is:

Met dien verstande dat 'n persoon soos bedoel in (b)—

- (i) nie as 'n afhanklike van 'n lid toegelaat mag word nie tensy sodanige persoon 'n geneeskundige ondersoek tot tevredenheid van die Komitee deurgemaak het: Met dien verstande dat die Komitee, na goedvinde, van hierdie vereiste mag afsien;
- (ii) nie op toelating as 'n afhanklike van 'n leerling geregtig is nie gedurende die eerste twee tydperke van 'n leerling-skap;
- (iii) wat 'n ouderdomspensioen of 'n ander pensioen ontvang en kinders onder die ouderdom van agtien jaar wat 'n inkomste van R12 per maand of minder het, na goedvinde van die Komitee, geag mag word geheel en al afhanklik te wees;
- (iv) gewoonlik by die betrokke lid moet inwoon: Met dien verstande dat die Komitee in spesiale gevalle en op dié voorwaardes wat hy van tyd tot tyd mag bepaal, persone wat nie aldus inwoon nie, mag toelaat as afhanklikes mits hulle in die Republiek woonagtig is.

11. LIDMAATSKAPKAARTE

'n Kaart moet aan elke lid uitgereik word as bewys van lidmaatskap. Hierdie kaart moet op versoek getoon word aan enigeen wat diens, waarvoor die Vereniging uitsluitlik of gedeeltelik aanspreeklik is, aan 'n lid of afhanklike ooreenkomstig die bepalings van hierdie Ooreenkoms lewer.

Lidmaatskapkaart moet binne sewe dae aan die Sekretaris van die Komitee gestuur word vir die nodige byvoegings en skappings in gevalle waar—

- (a) 'n lid in die huwelik tree;
- (b) 'n lid se vrou die lewe aan 'n kind skenk of 'n kind wettiglik deur 'n lid aangeneem word;
- (c) 'n afhanklike te sterwe kom, die ouderdom van agtien jaar bereik of in die huwelik tree;
- (d) 'n afhanklike 'n loon of pensioen van meer as R12 (twaalf rand) per maand ontvang;
- (e) die ledegeld verander word;
- (f) die adres verander word;
- (g) die paneeldokter verander word;
- (h) die lidmaatskapnommer verander word.

In die geval van (a) of (b) moet die huwelik- of geboortesertifikaat en/of bewys van wettige aanneming voorgelê word.

Lidmaatskapkaart word aanvanklik gratis uitgereik, maar waar 'n kaart verloor word, moet die betrokke lid 'n bedrag van tien sent (10c) vir die vervanging daarvan aan die Vereniging betaal.

Nuwe lidmaatskapkaart mag van tyd tot tyd, na goedvinde van die Komitee, uitgereik word.

Lidmaatskapkaart bly te alle tye die eiendom van die Vereniging en moet by beëindiging van lidmaatskap aan die Vereniging terugbesorg word.

12. BYSTAND

(a) 'n Lid en sy afhanklikes is, behoudens die regulasies, op die volgende bystand geregtig:

- (i) Mediese behandeling (uitgesonderd dié in verband met bevallings of komplikasies wat daaruit ontstaan).
- (ii) Die dienste van spesialiste (uitgesonderd verloskunde), op aanbeveling van die geneeskundige beamppte wat deur die Komitee aangestel is.

- (iii) Operations performed by the Society's medical officers or with their approval, excluding operations referred to in clause 14.
- (iv) Medical dressings and such medicines and/or drugs as may be decided upon by the Committee, provided that the member shall pay twenty-five per cent of the total cost of such medicines and drugs.
- (v) Optical services (as may be decided by the Medical Committee).
- (vi) At the entire discretion of the Committee to an *ex gratia* contribution towards medical expenses—
- whilst journeying in any province of the Republic, or
 - whilst temporarily resident in an area other than the area where he is usually resident.
- (vii) Hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable.)
- (viii) Such other services as may from time to time be introduced by the Committee.
- (ix) Sick pay in the case of a member only in terms of clause 13 of this Agreement provided that members and their dependants other than members referred to in sub-clause (c) hereof, shall not become entitled to any of the benefits provided for in this Agreement until such members have contributed not less than thirteen weeks' contributions to the Society and/or not more than four weeks in arrear with their subscriptions.
- (x) The total amount of benefits, excluding sick pay payable to a member and his dependants, in any one year of membership, shall not exceed:
- In the case of a member contributing 50 cents per week: R175.00.
 - In the case of a member contributing 40 cents per week: R140.00.
 - In the case of a member contributing 35 cents per week: R120.00.
 - In the case of a member contributing 30 cents per week: R100.00.
 - In the case of a member contributing 20 cents per week: R80.00.
- (b) Notwithstanding anything to the contrary contained in this Agreement, members who have made at least 13 weekly contributions to the Society referred to in clause 4 (2) (i) at the date of coming into operation of the Agreement, shall immediately become entitled to the benefits prescribed in this Agreement.

13. SICK PAY

(1) A member who through sickness is compelled to absent himself from work for a period of not less than four consecutive working days, shall, subject to the provisions of sub-clause (4) and clause 12, be entitled to sick pay at the following rates during any twelve calendar months:

	During the first five weeks of absence R Per week	During the next three weeks of absence R Per week
(i) In the case of a member contributing 50 cents per week ...	15.00	10.00
(ii) In the case of a member contributing 40 cents per week ...	9.00	6.00
(iii) In the case of a member contributing 35 cents per week ...	7.00	4.00
(iv) In the case of a member contributing 30 cents per week ...	6.00	3.00
(v) In the case of a member contributing 20 cents per week ...	4.50	2.50

For the purpose of this clause, twelve calendar months shall be calculated from the date in respect of which a member first draws sick pay in any year to the same date in the next succeeding year.

(2) A member who is recorded as being absent through sickness shall, except in such circumstances as may be determined by the Committee, receive no sick pay for any week during which he performs remunerative work, irrespective of the duration of such work.

(3) The Committee shall have the power to declare the treatment of chronic ailment, from which a member or dependant is suffering, to be no longer a liability of the Society and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of thirteen weeks.

- (iii) Operasies uitgevoer deur die Verenigings se mediese beamptes of met hulle toestemming, uitgesonderd operasies bedoel in klousule 14.
- (iv) Mediese wonddekkings en dié medisyne en/of verdowingsmiddels soos die Komitee mag besluit: Met dien verstande dat die lid vyf-en-twintig persent van die totale koste van sodanige medisyne en verdowingsmiddels moet betaal.
- (v) Oogkundige dienste (soos die Mediese Komitee mag bepaal).
- (vi) Volkome na goedvinde van die Komitee, 'n *ex gratia*-bydrae tot mediese koste—
- terwyl op reis in 'n provinsie van die Republiek; of
 - terwyl tydelik woonagtig in 'n ander gebied as die gebied waar hy gewoonlik woonagtig is.
- (vii) Akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal nie verkrygbaar is nie).
- (viii) Dié ander dienste wat die Komitee van tyd tot tyd mag invoer.
- (ix) Siekteverlofbesoldiging, slegs in die geval van 'n lid, ingevolge klousule 13 van hierdie Ooreenkoms: Met dien verstande dat lede en hulle afhanklikes, uitgesonderd dié lede in subklousule (c) hiervan bedoel, nie op die voordele waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, geregtig is nie totdat sodanige lede minstens dertien weke se bydraes aan die Vereniging betaal het en/of nie meer as vier weke met hul bydraes agterstallig is nie.
- (x) Die totale bedrag wat in die vorm van bystand in 'n bepaalde jaar van lidmaatskap aan 'n lid en sy afhanklikes betaalbaar is, uitgesonderd siekteverlofbesoldiging, mag nie die volgende te bowe gaan nie:
- In die geval van 'n lid wat 50 sent per week bydra: R175.00.
 - In die geval van 'n lid wat 40 sent per week bydra: R140.00.
 - In die geval van 'n lid wat 35 sent per week bydra: R120.00.
 - In die geval van 'n lid wat 30 sent per week bydra: R100.00.
 - In die geval van 'n lid wat 20 sent per week bydra: R80.00.
- (b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word lede wat op die datum van inwerkingtreding van die Ooreenkoms minstens 13 weeklikse bydraes aan die Vereniging bedoel in klousule 4 (2) (i) gemaak het, onmiddellik geregtig op die bystand soos voorgeskryf in hierdie Ooreenkoms.

13. SIEKTEVERLOFBESOLDIGING

(1) 'n Lid wat weens siekte verplig is om van die werk af weg te bly vir 'n tydperk van minstens vier agtereenvolgende werkdade, is, behoudens die bepalings van subklousule (4) en klousule 12, gedurende enige twaalf kalendermaande geregtig op siekteverlofbesoldiging teen die volgende skale:

	Gedurende die eerste vyf weke afwesigheid R Per week	Gedurende die volgende drie weke afwesigheid R Per week
(i) In die geval van 'n lid wat 50 sent per week bydra ...	15.00	10.00
(ii) In die geval van 'n lid wat 40 sent per week bydra ...	9.00	6.00
(iii) In die geval van 'n lid wat 35 sent per week bydra ...	7.00	4.00
(iv) In die geval van 'n lid wat 30 sent per week bydra ...	6.00	3.00
(v) In die geval van 'n lid wat 20 sent per week bydra ...	4.50	2.50

Vir die toepassing van hierdie klousule, word twaalf kalendermaande bereken vanaf die datum ten opsigte waarvan 'n lid in enige jaar vir die eerste keer siekteverlofbesoldiging ontvang tot dieselfde datum in die daaropvolgende jaar.

(2) 'n Lid ten opsigte van wie daar aangeteken word dat hy weens siekte afwesig is, mag, uitgesonderd in dié omstandighede soos die Komitee mag bepaal, geen siekteverlofbesoldiging vir enige week waarin hy lonende werk verrig, ontvang nie, afgesien van die duur van sodanige werk.

(3) Die Komitee beskik oor die bevoegdheid om te verklaar dat die Vereniging nie meer aanspreeklik is vir die behandeling van 'n chroniese siekte waaraan 'n lid of sy afhanklike ly nie, en om die betaling van bystand ten opsigte van werklose lede wat vir 'n tydperk van dertien weke nie tot die Vereniging bygedra het nie, op te kort.

14. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 12 and 13 of this Agreement, service required by members and their dependants in connection with any of the following shall not be a liability of the Society:

- (a) Any sickness arising out of disorderly behaviour, misconduct, or indulgence in intoxicating liquor, drugs or the like;
- (b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;
- (c) any accidental or wilful injury which, in the opinion of the Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation, or which is covered by insurance, to the extent of such compensation or cover, as the case may be;
- (d) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;
- (e) sickness whilst on military training or for which the military authorities have accepted responsibility;
- (f) operations of choice;
- (g) the supply of patent medicines and such antibiotics as may be determined by the Committee;
- (h) special treatments recommended by persons other than a registered medical practitioner;
- (i) maternity and/or obstetrical cases and/or sequela;
- (j) mental ailments;
- (k) venereal disease;
- (l) heart operations which, in the opinion of the Committee, will involve the Society in unreasonable expense;
- (m) accounts submitted for payment more than four months after the date on which such liabilities were incurred.

15. MEDICAL TREATMENT

The Committee may at any time require a member or any of his dependants to undergo a medical examination at the Society's expense by any doctor which it may nominate.

16. CONTRIBUTIONS

(1) Provided that no deduction shall be made from the wages of a member who has worked less than sixteen hours in the week in which the deductions fall due, each employer shall, on the first pay day after the date upon which this Agreement comes into operation and thereafter on every pay day deduct from the wage of each and every member in his employ, contributions at the following rates:

Employees for whom a wage of not less than R23.00 per week is prescribed in the main agreement: 50c per week.

Employees for whom a wage of less than R23.00 per week but not less than R18.00 per week is prescribed in the main agreement: 40c per week.

Employees for whom a wage of less than R18.00 per week but not less than R15.00 per week is prescribed in the main agreement: 35c per week.

Employees for whom a wage of less than R15.00 per week but not less than R12.00 per week is prescribed in the main agreement: 30c per week.

Employees for whom a wage of less than R12.00 per week is prescribed in the main agreement: 20c per week.

(2) For the purpose of this clause the prescribed wage of an apprentice shall be deemed to be the wage to which he is entitled in terms of his contract of apprenticeship.

(3) To the amount deducted the employer shall add an equal amount and forward, by not later than the seventh day of the month following the month during which the deductions are made, the total sum to the Secretary, P.O. Box 2221, Port Elizabeth, together with such statement as the medical committee may from time to time determine.

(4) Should an employer fail to make the required deductions from an employee's wages on due date, the Medical Committee shall determine how or whether the arrears shall be recovered from the employee and the employer shall not be entitled to recover the employee's arrear contributions in any other manner than that determined by the Committee, but shall nevertheless be liable to make his own contributions in accordance with the provisions of this Agreement.

14. BEPERKING VAN BYSTAND

(1) Behoudens die bepaling van klousules 12 en 13 van hierdie Ooreenkoms, is die Vereniging nie aanspreeklik nie vir die dienste wat lede en hulle afhanklikes in verband met enigeen van die volgende aangeleenthede nodig het:

- (a) Siekte wat ontstaan uit wanordelike gedrag, wangedrag of oormatige gebruik van sterk drank, verdowingsmiddels, ens.;
- (b) voortdurende van siekte in gevalle waar 'n lid of sy afhanklike weier om 'n redelike opdrag of aanbeveling van sy geneesheer na te kom;
- (c) enige besering as gevolg van 'n ongeluk of 'n opsetlike besering wat, na die mening van die Komitee, nie teen die Vereniging in rekening gebring behoort te word nie of enige besering as gevolg van 'n ongeluk of 'n opsetlike besering waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en dit wel betaal, of wat deur versekering gedek is, naamlik tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;
- (d) beserings of beroepsiektes opgedoen terwyl 'n lid in diens was, naamlik in die mate waarin 'n werkgever behandeling verskaf;
- (e) siekte terwyl militêre opleiding ondergaan word of waarvoor die militêre owerheid aanspreeklikheid aanvaar het;
- (f) operasies volgens eie keuse;
- (g) die verskaffing van patente medisyne en dié antibiotika wat die Komitee mag bepaal;
- (h) spesiale behandeling wat aanbeveel word deur ander persone as 'n geregistreerde mediese praktisyn;
- (i) kraam- en/of verloskundige gevalle en/of die gevolge daarvan;
- (j) geestesiektes;
- (k) veneriese siekte;
- (l) hartoperasies wat, na die mening van die Komitee, onredelike uitgawes vir die Vereniging sal meebring;
- (m) rekenings wat na verloop van meer as vier maande vanaf die datum waarop sodanige aanspreeklikheid aangegaan is, vir betaling voorgelê word.

15. MEDIESE BEHANDELING

Die Komitee mag te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes op koste van die Vereniging medies ondersoek word deur 'n dokter wat hy mag benoem.

16. BYDRAES

(1) Mits geen bedrag van die loon van 'n lid wat minder as sesien uur gewerk het gedurende die week waarin die aftrekkings verskuldig geword het, afgetrek word nie, moet elke werkgever op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag, bydraes teen die volgende skale aftrek van die loon van elke lid in sy diens:

Werknemers vir wie 'n loon van minstens R23.00 per week in die Hoofooreenkoms voorgeskrif word: 50c per week.

Werknemers vir wie 'n loon van minder as R23.00 per week maar minstens R18.00 per week in die Hoofooreenkoms voorgeskrif word: 40c per week.

Werknemers vir wie 'n loon van minder as R18.00 per week maar minstens R15.00 per week in die Hoofooreenkoms voorgeskrif word: 35c per week.

Werknemers vir wie 'n loon van minder as R15.00 per week maar minstens R12.00 per week in die Hoofooreenkoms voorgeskrif word: 30c per week.

Werknemers vir wie 'n loon van minder as R12.00 per week in die Hoofooreenkoms voorgeskrif word: 20c per week.

(2) Vir die toepassing van hierdie klousule word die voorgeskrewe loon van 'n vakleerling geag die loon te wees waarop hy geregtig is ingevolge die bepalings van sy leerlingskontrak.

(3) By die bedrag afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is, tesame met die staat wat die Mediese Komitee van tyd tot tyd op mag besluit, aan die Sekretaris, Posbus 2221, Port Elizabeth stuur.

(4) Indien 'n werkgever versuim om die vereiste bedrae van 'n werknemer se loon af te trek op die datum waarop dit verskuldig is, moet die Mediese Komitee besluit of die agterstallige bedrag of bedrae op die werknemer verhaal moet word en hoe dit gedoen moet word, en die werkgever is nie daarop geregtig om die werknemer se agterstallige bydraes op enige ander manier te verhaal nie as dié wat die Komitee bepaal, maar die werkgever is nogtans verplig om sy bydraes ooreenkomstig die bepalings van hierdie Ooreenkoms te betaal.

(5) If any contribution is made in error to the Society, the Society shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(6) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Society payments which were not due, the Medical Committee may set off the amount of benefit so paid—

- (a) against any sum claimed from the Society as a repayment of such contributions which were not due; and
- (b) against any future benefits that may become due by the Society to the said member.

17. MANAGEMENT

(1) The administration and control of the Society shall, subject to the authority of the Council, be vested in the Medical Committee.

(2) The Committee shall consist of four representatives appointed by the Council (two of whom shall be employer representatives and two employee representatives), and the Chairman and Vice-Chairman of the Council who shall *ipso facto* be the Chairman and Vice-Chairman of the Committee respectively.

(3) The Council shall appoint alternates to the principal representatives.

(4) Representatives and alternates shall hold office for a period of twelve months, whereafter they shall be eligible for re-appointment.

18. POWERS AND DUTIES OF THE COMMITTEE

The Committee shall direct the policy of the Society and administer the general business and activities of the Society in accordance with the provisions of this Agreement, and, in so doing, the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object. In particular the Committee may—

- (1) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society; provided that such moneys shall not be invested otherwise than in—
 - (a) savings accounts, permanent shares or fixed deposits with registered building societies or banks;
 - (b) post office savings accounts;
 - (c) stock of the Government of the Republic of South Africa, Local Government Stock and/or the Electricity Supply Commission;
 - (d) National Savings Certificates
 or in any other manner approved by the Registrar.
- (2) realize, sell or otherwise dispose of or deal with any of the assets of the Society;
- (3) subject to the approval of the Council, in addition—
 - (a) remove any member from membership of the Society—
 - (i) if he applies in writing for such removal; or
 - (ii) if it is in the interests of the Society;
 - (b) exempt any member from such provisions of this Agreement as may be applicable to such member.

19. MEETINGS OF COMMITTEE

(1) The Committee shall meet as and when necessary, but not less than twice a year, upon such date as it may determine. A special meeting shall be called upon requisition of not less than three representatives and may also be called at the discretion of the Chairman.

(2) Notice of any meeting of the Committee showing the business to be transacted shall be given by the Secretary in writing, at least two days before the date of such meeting, provided that, in the case of a special meeting, the Chairman may authorize the giving of shorter notice.

(3) The quorum for meetings of the Committee shall be two employer representatives and two employee representatives.

(4) At any meeting at which the Chairman and Vice-Chairman are absent, the Committee shall elect one of their number to the chair for that meeting.

(5) Indien 'n bydrae per abuis aan die Vereniging betaal word, is die Vereniging na verloop van ses maande vanaf die datum van sodanige betaling nie verplig om sodanige bydrae terug te betaal nie.

(6) Wanneer bystand per abuis aan 'n lid betaal is as gevolg van die feit dat sodanige lid bedrae aan die Vereniging betaal het wat nie verskuldig was nie, mag die Mediese Komitee die bedrag van die bystand wat aldus betaal is, in mindering bring teen—

- (a) enige bedrag wat as 'n terugbetaling van sodanige bydrae wat nie verskuldig was nie, van die Vereniging geëis word; en
- (b) toekomstige bystand wat deur die Vereniging aan genoemde lid verskuldig mag word.

17. BESTUUR

(1) Behoudens die gesag van die Raad, berus die administrasie en beheer van die Vereniging by die Mediese Komitee.

(2) Die Komitee bestaan uit vier verteenwoordigers deur die Raad aangestel (waarvan twee werkgewersverteenwoordigers en twee werknemersverteenwoordigers moet wees) en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* onderskeidelik die Voorsitter en die Ondervoorsitter van die Komitee is.

(3) Die Raad moet plaasvervangers vir die hoofverteenwoordigers aanstel.

(4) Verteenwoordigers en plaasvervangers het 'n ampstermyn van twaalf maande, waarna hulle herkiesbaar is.

18. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

Die Komitee besluit oor die beleid van die Vereniging en administreer die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalings van hierdie Ooreenkoms, en waar hy dit doen, moet die Komitee al die stappe doen wat hy nodig ag of wat na sy mening bevorderlik is vir of wat sal help met die verwesenliking van sodanige doelstelling. In die besonder, mag die Komitee—

- (1) van tyd tot tyd dié gelde van die Vereniging belê wat nie onmiddellik vir die nakoming van die verpligtings van die Vereniging benodig is nie: Met dien verstande dat dié gelde slegs belê sal word in—
 - (a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bouverenigings of banke;
 - (b) Opspaarbankrekenings;
 - (c) effekte van die Regering van die Republiek van Suid-Afrika, die effekte van plaaslike besture en/of die Elektrisiteitsvoorsieningskommissie;
 - (d) Nasionale Spaarsertifikate;
 of op 'n ander manier wat deur die Registrateur goedgekeur word;
- (2) bates van die Vereniging te gelde maak, verkoop of op 'n ander manier van die hand sit of daarmee handel;
- (3) behoudens die goedkeuring van die Raad, daarbenewens—
 - (a) enige lid as lid van die Vereniging skrap—
 - (i) indien hy skriftelik om sodanige skrapping aansoek doen; of
 - (ii) indien dit in die Vereniging se belang is;
 - (b) enige lid van dié bepalings van hierdie Ooreenkoms vrystel wat op sodanige lid van toepassing mag wees.

19. VERGADERINGS VAN DIE KOMITEE

(1) Die Komitee moet byeenkom wanneer dit nodig is, maar minstens twee keer per jaar, op dié datums wat hy mag bepaal. 'n Spesiale vergadering moet belê word wanneer minstens drie verteenwoordigers daarom versoek en mag ook na goedvinde van die Voorsitter belê word.

(2) Die Sekretaris moet minstens twee dae voor die datum van 'n vergadering skriftelik kennis gee van sodanige vergadering van die Komitee en die sake meld wat afgehandel moet word: Met dien verstande dat, in die geval van 'n spesiale vergadering, die Voorsitter magtiging mag verleen om korter kennis te gee.

(3) Die kworum vir vergaderings van die Komitee is twee werkgewersverteenwoordigers en twee werknemersverteenwoordigers.

(4) Waar die Voorsitter en die Ondervoorsitter nie op 'n vergadering teenwoordig is nie, moet die Komitee uit sy geledere 'n voorsitter vir daardie vergadering kies.

20. REMUNERATION OF MEDICAL COMMITTEE

The Committee may, subject to the Council approving the amount, fix the sum to be paid to representatives for attending meetings, and representatives shall be entitled to reimbursement of actual wages in the event of time lost by transacting the business on behalf of the Society, or by visiting the sick members or their dependants at the instance of the Committee and may, in addition, be entitled to reasonable out-of-pocket expenses.

21. VACATION OF SEATS BY COMMITTEE MEMBERS

A representative or an alternate of the Committee shall vacate his seat if he—

- (a) dies;
- (b) is certified insane;
- (c) resigns from the Committee.

When a representative or his alternate vacates his seat for one of the reasons mentioned above the Committee shall forthwith appoint another representative or alternate, as the case may be, to fill the vacancy.

22. SECRETARY

The Secretary of the Society shall be appointed by the Committee, either in an honorary or paid capacity.

23. FINANCIAL CONTROL

(1) A banking account shall be opened in the name of the Society. The Committee shall have the power to open and operate such other banking accounts as it may deem necessary from time to time and shall designate the persons authorized to operate upon any of the Society's banking accounts.

(2) All moneys paid to the Society shall be paid into one of the Society's banking accounts without abatement.

(3) All expenses incurred in connection with the administration of the Society shall be a charge upon the Society.

(4) The financial year of the Society shall end on the 31st December of each year.

(5) As soon as possible after the 31st December of each year the Society shall prepare a statement of all revenue and expenditure of the Society, and a balance sheet showing the assets and liabilities in respect of the period 12 months ended 31st December, which shall be certified by a public accountant and countersigned by the Chairman of the Society and submitted together with any report by the public accountant thereon to the Council.

(6) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby be submitted to the Secretary for Labour, Pretoria.

24. INDEMNITY

The members of the Committee and officers and employees of the Society shall be and they are hereby indemnified by the Society against all losses or expenses incurred by them in or about the *bona fide* discharge of their duties.

25. REGULATIONS

The Committee shall have the power to make, vary and repeal regulations not inconsistent with the provisions of this Agreement or any other law for the efficient carrying out of the Society's object, and for determining the extent of the benefits to be granted by the Society and the terms and conditions applicable thereto.

A copy of the regulations may be issued to every member of the Society, and shall be furnished to the Secretary for Labour as well as copies of any amendments thereto.

26. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of the Agreement for any good and sufficient reason.

(2) The Council 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, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted, has expired.

20. BESOLDIGING VAN MEDIESE KOMITEE

Die Komitee mag, onderworpe aan die goedkeuring van die bedrag deur die Raad, die bedrag bepaal wat aan verteenwoordigers betaal moet word om vergaderings by te woon, en verteenwoordigers is daarop geregtig om vergoed te word vir die werklike lone wat hulle verloor het deurdat hulle die sake van die Vereniging behartig het of deurdat hulle op versoek van die Komitee siek lede of hulle afhanklikes besoek het, en is daarbenewens geregtig op terugbetaling van redelike persoonlike uitgawes.

21. ONTRUIMING VAN SETELS DEUR KOMITEELEDE

'n Verteenwoordiger of plaasvervanger van die Komitee se setel word ontruim indien—

- (a) hy te sterwe kom;
- (b) hy as kranksinnig gesertifiseer word;
- (c) hy as lid van die Komitee bedank.

Wanneer die setel van 'n verteenwoordiger of sy plaasvervanger ontruim word om een van die redes hierbo genoem, moet die Komitee onmiddellik 'n ander verteenwoordiger of plaasvervanger, na gelang van die geval, aanstel om die vakature te vul.

22. SEKRETARIS

Die Sekretaris van die Vereniging moet deur die Komitee aangestel word in of 'n erehoedanigheid of 'n besoldigde hoedanigheid.

23. FINANSIËLE BEHEER

(1) 'n Bankrekening moet op naam van die Vereniging geopen word. Die Komitee beskik oor die bevoegdheid om die ander bankrekenings wat hy van tyd tot tyd nodig mag ag, te open en daarop te werk en moet die persone aanwys wat gemagtig is om op enigiens van die Verenigings se bankrekenings te werk.

(2) Alle gelde wat aan die Vereniging betaal word, moet sonder enige korting in een van die Vereniging se bankrekenings gestort word.

(3) Alle uitgawes in verband met die administrasie van die Vereniging word teen die Vereniging in rekening gebring.

(4) Die boekjaar van die Vereniging sluit op 31 Desember elke jaar.

(5) Die Vereniging moet so gou moontlik na 31 Desember elke jaar 'n staat van alle inkomste en uitgawes van die Vereniging en 'n balansstaat wat sy bates en laste ten opsigte van die 12 maande geëindig 31 Desember aantoon, opstel en sodanige staat en balansstaat moet deur 'n openbare rekenmeester onderteken en deur die Voorsitter van die Vereniging medeonderteken en saam met 'n verslag daaroor deur die openbare rekenmeester, aan die Raad voorgelê word.

(6) Die geouditeerde staat en balansstaat moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstrekking van die tydperk waarvoor dit handel, aan die Sekretaris van Arbeid, Pretoria, voorgelê word.

24. VRYWARING

Die lede van die Komitee en die beamptes en werknemers van die Vereniging is en word hierby deur die Vereniging gevrywaar teen alle verliese gely of uitgawes aangegaan in verband met die *bona fide*-uitvoering van hulle pligte.

25. REGULASIES

Die Komitee beskik oor die bevoegdheid om regulasies wat nie met die bepalings van hierdie Ooreenkoms of met enige ander Wet onbestaanbaar is nie, vir die doeltreffende uitvoering van die Vereniging se doelstellings, die bepaling van die bystand wat die Vereniging moet verleen en die voorwaardes wat daarop van toepassing is, te maak, te wysig en te herroep.

'n Kopie van sowel die regulasies as van alle wysigings daarvan mag aan elke lid van die Vereniging uitgereik word en moet aan die Sekretaris van Arbeid verstrek word.

26. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede vrystelling van enigiens van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, indien hy dit gerade ag en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingstifikaat mag intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) 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:

- (a) The full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted;
 - (d) the period for which the exemption shall operate; and
 - (e) the reason for the exemption being granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) forward a copy of the licence to the employer concerned and a further copy to the nearest Divisional Inspector of the Department of Labour.

27. AGENTS

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employees to answer the questions put;
- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect and copy the same.

(2) The Agent, when entering, inspecting or examining any such place may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to.

28. MORTALITY FUND

The Committee may, in respect of each member who has not attained the age of sixty years, utilize an amount not exceeding five per cent per week of the total of such members' contributions and the employers' contributions to the Fund for the purpose of providing mortality benefits.

29. DISSOLUTION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by the effluxion of time or cessation for any other cause and no subsequent Agreement being negotiated within twelve months of the date of expiry of this Agreement, for the purpose of continuing the operation of the Society, the Committee shall liquidate the Society and should any amount be left over after realisation of all the assets of the Society and after payment of all creditors, liabilities and debts of the Society, the Council shall apportion surplus moneys, if any, on a ratio of:

45 parts to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employees who are members of the Society at the date on which the Society is liquidated.

45 parts to the employers' organizations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organization as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employers.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which the Agreement is binding in terms of section thirty-four (2) of the Act, the Society shall, continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that sub-section. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en waarin die volgende vermeld word:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ingevolge die bepalinge van subklousule (2) van hierdie klousule vasgestel is waarop dié vrystelling verleen word;
 - (d) die tydperk waarvoor die vrystelling geldig is; en
 - (e) die rede waarom die vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word;
 - (c) 'n afskrif van die sertifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

27. AGENTE

(1) Die Raad moet een of meer aangewese persone aanstel as agente om by die toepassing van die bepalinge van hierdie Ooreenkoms behulpsaam te wees.

Die agent het die reg om—

- (a) enige perseel of plek waar die Meubelnywerheid beoefen word, te betree, te ondersoek en te inspekteer te eniger tyd wanneer hy redelike aanleiding het om te glo dat enigeen daarin werksaam is;
- (b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goeddunke, alleen of in teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te vereis om die vrae wat gestel word, te beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak.

(2) Wanneer die agent so 'n plek betree, ondersoek of inspekteer, mag hy 'n tolk met hom saamneem.

(3) Elke persoon vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet die agent al genoemde fasiliteite verleen.

28. STERFTBYSTANDFONDS

Die Komitee mag ten opsigte van elke lid wat nog nie die ouderdom van sesstig jaar bereik het nie, 'n bedrag van hoogstens vyf sent per week van die totaal van sodanige lid se bydraes en die werkgewer se bydraes tot die Fonds gebruik vir die doel om sterftbystand te verskaf.

29. ONTBINDING VAN DIE VERENIGING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, en daar nie binne twaalf maande vanaf die datum van verstryking van hierdie Ooreenkoms 'n daaropvolgende ooreenkoms aangegaan word vir die doel om die Vereniging te laat bly voortbestaan nie, moet die Komitee die Vereniging likwiede en indien enige bedrag oorbly nadat al die bates van die Vereniging te gelde gemaak is en na betaling van alle krediteure, laste en skulde van die Vereniging, moet die Raad die saldo aan geld, as daar is, in die volgende verhouding toewys:

45 dele aan die vakverenigings wat op die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwiede word, lede van die Vereniging is.

45 dele aan die werkgewersorganisasies wat op die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die bepalinge van die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk wat hierdie Ooreenkoms ingevolge die bepalinge van artikel 34 (2) van die Wet bindend is, moet die Komitee of die ander persone wat die Registrateur aanwys ingevolge die bepalinge van daardie subartikel, aanhou om die Vereniging te administreer. Vakatures wat op die Komitee ontstaan, mag deur die Registrateur gevul word uit die geledere van werkgewers en werknemers, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersverteenvoorders op die Komitee ewe groot is.

In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two or more persons, one being a member of the Society or a paid official of one of the trade unions and the other being a member of the employers' organization or a paid official thereof and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Society shall, upon the expiry of the Agreement, be liquidated by the Committee or trustees, as the case may be, and surplus moneys, if any, shall be apportioned on a ratio of:

45 parts to the trade unions represented on the Council to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employees who are members of the Society at the date on which the Society is liquidated.

45 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organization as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employers.

(3) Should the Committee have any reasonable cause for the dissolution of the Society before the expiry of this agreement and upon approval by the Council of the Committee's decision to dissolve the Society, and should any amount be left over after realisation of all the assets of the Society and after payment of all creditors, liabilities and debts of the Society, the Council shall apportion surplus moneys, if any, on a ratio of:

45 parts to the trade unions represented on the Council to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employees who are members of the Society at the date on which the Society is liquidated.

45 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organization as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employers.

(4) In the event of the dissolution of the Council or in the event of it ceasing to function during any period which this Agreement is binding in terms of section thirty-four (2) of the Act and should the Committee or such other persons as the Registrar may designate in terms of Section thirty-four (2) of the Act have any reasonable cause for the dissolution of the Society before the expiry of the Agreement, and should any amount be left over after payment of all creditors, liabilities and debts of the Society, the Committee or other persons referred to herein, as the case may be, shall apportion surplus moneys, if any, on a ratio of:

45 parts to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employees who are members of the Society at the date on which the Society is liquidated.

45 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organization as at the date of liquidation; provided that the expression "members" is limited to those members who were covered by the Agreement.

5 parts to the non-party employers.

Ingeval die Komitee nie daartoe in staat is of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat na die mening van die Registrateur die administrasie van die Vereniging onmoontlik of onwenslik maak, mag die Registrateur iemand aanstel wat onmiddellik twee meer persone moet koöpteer, waarvan een 'n lid van die Vereniging of 'n besoldigde beampte van een van die vakverenigings is en ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan, en hierdie persone tesame is die trustees wat oor al die bevoegdhede, regte en pligte van die Komitee beskik. Ingeval daar geen Raad bestaan nie, moet die Vereniging by die verstryking van die Ooreenkoms deur die Komitee of trustees, na gelang van die geval, gelikwieder word en moet die saldo van die geld, as daar is, in die volgende verhouding toegewys word:

45 dele aan die vakverenigings wat op die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwieder word, lede van die Vereniging is.

45 dele aan die werkgewersorganisasies wat op die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die bepalings van die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

(3) Indien die Komitee redelike grond het om die Vereniging te ontbind voordat hierdie Ooreenkoms verstryk en nadat die Raad die beslissing van die Komitee om die Vereniging te ontbind, goedgekeur het en daar 'n bedrag oorgebly het nadat al die bates van die Vereniging te gelde gemaak en alle krediteure, laste en skulde van die Vereniging betaal is, moet die Raad die saldo aan geld, as daar is, in die volgende verhouding toewys:

45 dele aan die vakverenigings wat op die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwieder word, lede vir die Vereniging is.

45 dele aan die werkgewersorganisasies wat op die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die bepalings van die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

(4) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is en as die Komitee of dié ander persone wat die Registrateur kragtens artikel 34 (2) van die Wet mag aanwys, redelike grond het om die Vereniging te ontbind voordat hierdie Ooreenkoms verstryk, en indien daar 'n bedrag oorbly nadat alle krediteure, laste en skulde van die Vereniging betaal is, moet die Komitee of dié ander persone hierin bedoel, na gelang van die geval, die saldo aan geld, as daar is, in die volgende verhouding toewys:

45 dele aan die vakverenigings wat op die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakvereniging verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van die likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwieder word, lede van die Vereniging is.

45 dele aan die werkgewersorganisasies wat op die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die bepalings van die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

5 dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

(5) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of this clause but not being claimed within six months from the date upon which it became due and payable, such benefits shall be forfeited to the general funds of the Council. In the event of there being no Council in existence, the unclaimed moneys shall be dealt with as provided in section 34 (4) (c) of the Act.

THIS AGREEMENT SIGNED ON BEHALF OF THE PARTIES ON THIS 30TH DAY OF AUGUST, 1968.

J. B. CONNACHER,
Chairman of the Council.

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

A. S. YOUNG,
Secretary of the Council.

No. R.3906.] [12th December, 1969.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

EXEMPTION FROM SICK LEAVE PROVISIONS

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE

I, MARAIS VILJOEN, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, 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.3905 of 12th December, 1969, 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 first mentioned Act in respect of employees who are entitled to benefits in terms of clause 13 of the said Agreement.

M. VILJOEN,
Minister of Labour.

(5) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, val alle voordele waarop lede kragtens hierdie klousule geregtig geword het, en wat nie opgeëis word nie binne ses maande vanaf die datum waarop dit verskuldig en betaalbaar geword het, aan die algemene fondse van die Raad toe. Ingeval daar geen Raad bestaan nie, word met die onopgeëiste geld gehandel soos in artikel 34 (4) (c) van die Wet bepaal.

HIERDIE OOREENKOMS IS NAMENS DIE PARTYE ONDERTEKEN OP HEDE DIE 30STE DAG VAN AUGUSTUS 1968.

J. B. CONNACHER,
Voorsitter van die Raad.

J. F. KLOPPER,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

No. R.3906.] [12 Desember 1969.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.

MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE

Ek, MARAIS VILJOEN, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, 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.3905 van 12 Desember 1969, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalinge van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge klousule 13 van genoemde Ooreenkoms op voordele geregtig is.

M. VILJOEN,
Minister van Arbeid.

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