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 VAN DIE REPUBLIEK VAN SUID-AFRIKA



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[No. 2581.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R.3907.]

[12th December, 1969.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
 EASTERN CAPE PROVINCE

PROVIDENT FUND AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement 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;

(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 10, 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, Maraisburg, Middelburg (Cape), Murrays-

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R.3907.]

[12 Desember 1969.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, OOSTELIKE KAAPRO-
 VINSIE

VOORSORGFONDSOOREENKOMS

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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules (1) (a), 2 en 10, 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 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 landdrostdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albanie, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Kaap), Murrays-

burg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middelbush, 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 Noupoort; and

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses (1) (a), 2 and 10, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN.
Minister of Labour.

SCHEDULE

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

PROVIDENT FUND

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, 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' organisations"), 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, Middelbush, 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,

burg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middelbush, 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, 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 Noupoort; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 10, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN.
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

VOORSORGFONDS

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, 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 landroosdistrikte 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, Middelbush, 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 Wil-

Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsoo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala), Hankey and Noupoot, by all employers who are members of any of the employers' organisations 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 subclause (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 subsection (1) of section 48 of the Act, and shall remain in force for a period of five years, or for such longer period as may be determined by him.

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” means 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” or “Management Committee” means the Management Committee appointed by the Council to administer the Fund;

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

“dependant” means in relation to a member—

- (a) his wife;
- (b) his widow;
- (c) his minor child or minor stepchild;
- (d) any other person wholly or mainly dependent upon such member and who satisfies the Committee that he is so dependent, provided that the Committee's decision, as to who the dependants of a deceased member are, in terms of this paragraph, shall be final;

“Fund” means the Provident Fund for the Furniture Manufacturing Industry, Eastern Cape Province, established by and under 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 manufacture 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 upholstery, 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 or 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 includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of

liam's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsoo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala), Hankey en Noupoot, deur alle werkgewers wat lede van enigeen van die werkgewers-organisasies 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 van subklousule (a), is die bepalings van hierdie Ooreenkoms—

- (i) slegs van toepassing op werknemers vir wie daar lone in die Hoofdoorenkoms 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 aangaan 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 vastel, en bly van krag vir 'n tydperk van vyf jaar of vir dié langer tydperk wat hy mag bepaal.

3. WOORDOMSKRIVING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie 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 op hoogstens 3 dae in 'n bepaalde week by dieselfde werkgewer in diens is ten einde grondstowwe van welke aard ook al te laai en/of af te laai en/of te berg;

„Komitee” of „Bestuurskomitee” die Bestuurskomitee wat deur die Raad aangestel is om die Fonds te administreer;

„Raad” die Nywerheidsraad vir die Meubelnywerheid, Oos-telike Kaapprovinsie;

„afhanklike”, in verband met 'n lid—

(a) sy vrou;

(b) sy weduwee;

(c) sy minderjarige kind of minderjarige stiefkind;

(d) enigeen wat geheel en al of hoofsaaklik van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing, ooreenkomstig hierdie paragraaf, oor wie die afhanklikes van 'n afgestorwe lid is, finaal is;

„Fonds” die Voorsorgfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, wat by en kragtens hierdie Ooreenkoms gestig word;

„Meubelnywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking enige wyse te beperk, die nywerheid waarin werkgewers 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-, stoffer-, 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 stofteerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk van klaviere of die vervaardiging van en/of beits-, spuit- en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroec of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van of die prosesse vir die vervaardiging van beddegoed, wat so onskryf 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 houtmasjien-, houtdraai- en/of houtsneewerk uitgevoer word in verband met

furniture is carried on; and includes further the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts or 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, 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.

"retirement" means permanent retirement from the Industry through incapacity, ill-health, infirmity or old age; and

"retire" has a corresponding meaning;

"Secretary" means the Secretary of the Fund;

"trustees" means Trustees appointed in terms of clause 12;

"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.

4. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE

(1) There is hereby established a Provident Fund known as the Provident Fund for the Furniture Manufacturing Industry, Eastern Cape Province, the purpose of which shall be the provision of benefits to members as provided for in this Agreement.

(2) The Fund shall consist of:

- The Fund established pursuant to *Government Notice No. 1454* dated 20th September, 1963;
- The total weekly contributions of both employer and member paid into the Fund;
- interest derived from the investment of any moneys of the Fund;
- any moneys credited to individual members in terms of clause 9;
- any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

5. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee, consisting of the Chairman and Vice-Chairman of the Council and in addition thereto two employer representatives and two employee representatives appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be Chairman and Vice-Chairman of the Committee.

(b) A majority of the members of the Committee shall constitute a quorum at any meeting of the Committee. If any representative is absent from any meeting, and an alternate is not in attendance, the voting power of the employers or the employees, as the case may be, shall be reduced as may be necessary to preserve equality of voting power. Decisions of the Committee shall be decided by a majority vote.

(c) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Management Committee and to make, amend and alter rules governing the administration of the Fund; provided such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law.

(d) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, Eastern Cape Province, in existence, the Trustees shall be appointed as provided for in clause 12.

(2) The Council shall have the power to appoint a public accountant, a Secretary and staff on such terms and conditions as it may think fit and to vary such appointments, to arrange and to provide for premises, office furniture and equipment for the administration of the Fund.

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 'n laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van meubels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van betaalkatels.

„Hoofooreenkoms” enige geldige ooreenkoms vir die Meubelnywerheid, Oostelike Kaapprovinsie, gepubliseer ingevolge die bepalings van artikel 48 van die Wet, waarin lene voorgeskryf word of, by ontstentenis van so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

„uitdienstreding” permanente uitdienstreding uit die Nywerheid weens ongeskiktheid, swak gesondheid, swakheid of hoë ouderdom; en het

„uit diens tree” 'n ooreenstemmende betekenis;

„Sekretaris” die Sekretaris van die Fonds;

„trustees” die trustees wat ingevolge klousule 12 aangestel word;

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

4. DIE VOORSIENING VIR DIE MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE

(1) Hierby word 'n voorsorgfonds, bekend as die Voorsorgfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, ingestel met die doel om bystand aan lede te verleen soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit:

- Die Fonds ingestel ooreenkomstig Goewermentskennisgewing No. 1454 van 20 September 1963;
- die totale weeklikse bydraes van beide die werkgewers en die lede wat in die Fonds gestort is;
- die rente verkry uit die belegging van gelde van die Fonds;
- alle gelde waarmee individuele lede ooreenkomstig die bepalings van klousule 9 gekrediteer is; en
- alle gelde waarop die Fonds geregtig mag word kragtens die bepaling van hierdie Ooreenkoms of om 'n ander rede, wat aan die Fonds geskenk mag word.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit die Voorsitter en Ondervoorsitter van die Raad en benewens hulle, twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers wat deur die Raad aangestel moet word. Die Raad moet vir elke verteenwoordiger 'n plaasvervanger aanstel. Die Voorsitter en die Ondervoorsitter van die Raad is onderskeidelik die Voorsitter en die Ondervoorsitter van die Komitee.

(b) 'n Meerderheid van die lede van die Komitee vorm 'n kworum op 'n vergadering van die Komitee. As 'n verteenwoordiger van 'n vergadering afwesig is en daar nie 'n plaasvervanger vir hom is nie, moet die stemkrag van die werkgewers of die werknemers, na gelang van die geval, verminder word soos nodig mag wees ten einde gelyke stemkrag vir albei partye te verseker. Besluite van die Komitee word deur 'n meerderheidstem geneem.

(c) Die Raad beskik oor die bevoegdheid om sy eie reglement vir die Bestuurskomitee voor te skryf, te verander en te wysig en reëls vir die administrasie van die Fonds te maak, te wysig en te verander: Met dien verstande dat die reëls of 'n wysiging daarvan nie met die bepalings van hierdie Ooreenkoms of met 'n ander regsbepaling onbestaanbaar mag wees nie.

(d) Ingeval die Bestuurskomitee om enige rede nie daartoe in staat is om sy pligte uit te voer nie, moet die Raad dié pligte vervul en die bevoegdhede van die Komitee uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie, bestaan nie, moet die trustees aangestel word soos in klousule 12 bepaal.

(2) Die Raad beskik oor die bevoegdheid om 'n openbare rekenmeester, 'n Sekretaris en personeel aan te stel op dié voorwaardes soos hy mag goed dink en om sodanige aanstellings te wysig en om persele, kantoormeubels en uitrusting vir die administrasie van die Fonds te reël en te verskaf.

(3) The expenses incurred for the purpose of administration of the Fund shall be a charge on the Fund.

(4) As soon as possible after the 31st December in each year, the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended the 31st December and a statement showing the Fund's assets and liabilities which shall be certified by the public accountant and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the public accountant thereon 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 transmitted to the Secretary for Labour, the employers' organisations and the trade unions.

(5) The Management Committee shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. Withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council to sign.

(6) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in:

- (i) Stock of the Government of the Republic of South Africa or local government stock;
- (ii) National Savings Certificates;
- (iii) Post Office Savings accounts or certificates;
- (iv) Savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar.

6. MEMBERSHIP

(1) Subject to the provision of paragraph (c) membership of the Fund 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 become 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 7.
- (d) Membership of the Fund shall not be compulsory in respect of any employee who on the 23rd September, 1963 was, or thereafter became a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other Fund continues to operate and both employer and employee participate therein, if in the opinion of the Management Committee the benefits of such other fund are, on the whole, not less favourable than the benefits provided by the Council's Fund; provided that:
 - (i) In the event of such pension fund or provident fund being terminated or suspended, the employer shall give the Management Committee not less than six months' notice of his intention to do so;
 - (ii) In the event of the rules of such pension fund or provident fund being altered the employer shall furnish the Management Committee, in writing, with full details of such alterations before they are applied;
 - (iii) that in the event of the Management Committee being unable to determine whether the benefits of such pension fund or provident fund are not less favourable than the benefits provided by the Fund, the Committee shall be obliged to consult an actuary and take cognisance of his recommendation.

(2) Membership shall cease if—

- (a) a member has left the Industry;
- (b) a member has ceased to contribute to the Fund for a period of three consecutive months, or longer; provided that if a member can prove to the satisfaction of the Committee, within two years from the date he last contributed, that he was not engaged in the Industry on account of illness, injury or unemployment, such person shall be entitled to be reinstated as a member and to have his benefits restored; or
- (c) a member has had his account credited with all bonuses and interest due upon application for withdrawal and has been paid the benefit he is entitled.

(3) Die uitgawes wat vir die administrasie van die Fonds aangegaan word, moet teen die Fonds in rekening gebring word.

(4) Die Komitee moet so gou moontlik na 31 Desember elke jaar 'n inkomste-en-uitgawerekening van die Fonds vir die twaalf maande geëindig 31 Desember en 'n staat wat die Fonds se bates en laste aantoon, opstel, en sodanige rekening en staat moet deur die openbare rekenmeester gesertifiseer en deur die Voorsitter van die Komitee medeonderteken word. Die gesertifiseerde rekening en staat en enige verslag wat die openbare rekenmeester daarvoor uitbring, moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan binne drie maande na verstryking van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid, die werkgewersorganisasies en die vakverenigings gestuur word.

(5) Die Bestuurskomitee moet alle inkomste van die Fonds invorder en ontvang en moet alle gelde aldus ontvang, in 'n bankrekening stort wat op naam van die Fonds geopen is. Opvragings uit die Fonds geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Raad gemagtig is om te teken.

(6) Alle gelde wat nie vir lopende betalings en uitgawes nodig is nie, moet belê word in slegs die volgende:

- (i) Effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekenings en -sertifikate;
- (iv) Spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander wyse deur die Registrateur goedgekeur.

6. LIDMAATSKAP

(1) Behoudens die bepalings van paragraaf (c), is die lede van die Fonds 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;
- (c) behoudens die goedkeuring van die Komitee, dié ander persone wat in die Nywerheid werksaam is en wat verkies om lede te word en ten opsigte van wie hulle werkgewers ingestem het om die bydraes te betaal wat in klousule 7 voorgeskryf word.
- (d) lidmaatskap van die Fonds is nie verpligtend nie ten opsigte van 'n werknemer wat op 23 September 1963 'n deelnemer aan of lid was van of daarna 'n deelnemer aan of lid word van 'n ander fonds wat op genoemde datum voorsiening gemaak het vir pensioen- of voorsorgvoordele, wat op genoemde datum bestaan het en waaraan die werknemer van daardie werknemer op genoemde datum deelgeneem het, of ten opsigte van die werknemer van daardie werknemer, slegs gedurende dié tydperk wat sodanige ander fonds in werking bly en beide die werknemer en die werknemer daaraan deelneem, indien die Bestuurskomitee van mening is dat die voordele van sodanige ander fonds oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word: Met dien verstande dat—
 - (i) ingeval van deelname aan sodanige pensioenfonds of voorsorgfonds beëindig of opgeskort word, die werknemer minstens ses maande kennisgewing van sy voorneme om dit te doen aan die Bestuurskomitee moet gee;
 - (ii) ingeval die reëls van sodanige pensioenfonds of voorsorgfonds verander word, die werknemer skriftelik aan die Bestuurskomitee volle besonderhede van sodanige veranderinge moet voorsien voordat hulle toegepas word;
 - (iii) ingeval die Bestuurskomitee nie in staat is om te bepaal of die voordele van sodanige pensioenfonds of voorsorgfonds nie minder gunstig is nie as die voordele wat deur die Fonds voorsien word, die Komitee verplig is om 'n aktuaris te raadpleeg en kennis van sy aanbeveling te neem.

(2) Lidmaatskap vervall indien—

- (a) 'n lid vir Nywerheid verlaat het;
- (b) 'n lid vir 'n tydperk van drie agtereenvolgende maande of langer opgehou het om tot die Fonds by te dra: Met dien verstande dat indien 'n lid binne twee jaar vanaf die datum waarop hy laas bygedra het, tot tevredenheid van die Komitee bewys kan lewer dat hy weens siekte, besering of werkloosheid nie in die Nywerheid in diens was nie, dié persoon daarop geregtig is om as 'n lid herstel en weer in besit van sy voordele gestel te word; of
- (c) 'n lid, by aansoek om opvraging, sy rekening laat krediteer het met alle bonusse en rente daarop en die voordeel waarop hy geregtig is aan hom betaal is.

7. CONTRIBUTIONS

(1) Provided that no deduction shall be made from the wages of a member who has worked less than 16 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 of each Fund week, 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	R1.20 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	80c 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	70c 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	60c per week
Employees for whom a wage of less than R12.00 per week is prescribed in the main agreement	45c per week

(2) 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 management committee may from time to time determine.

(3) Should an employer fail to make the required deductions from an employee's wages on due date, the Management 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 and such contributions shall be credited to the member's account.

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

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

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

8. BENEFITS

(1) A member shall be entitled to payment of all benefits accrued to him in terms of this Agreement—

- at least 12 months after having left the Industry permanently; or
- upon retirement from the Industry owing to—
 - old age; or
 - incapacity, ill-health or infirmity and a member is permanently disabled as a result thereof; provided the member has produced proof of such disablement to the satisfaction of the Committee.

(2) (a) Subject to the provisions of clause 9 a member referred to in subclause (1) (a) hereof shall be entitled to the following benefits:

- If he has been a member for a period not exceeding two years, the total amount contributed by him plus any bonuses credited to him in terms of clause 9;
- If he has been a member for not less than two years but less than four years an amount equal to 110 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- If he has been a member for not less than four years but less than six years an amount equal to 115 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- If he has been a member for not less than six years but less than eight years an amount equal to 120 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- If he has been a member for not less than eight years but less than ten years an amount equal to 125 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

7. BYDRAES

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

Werknemers vir wie 'n loon van minstens R23.00 per week in die Hoofdoorenkoms voorgeskryf word	R1.20 per week
Werknemers vir wie 'n loon van minder as R23.00 per week maar minstens R18.00 per week in die Hoofdoorenkoms voorgeskryf word	80c per week
Werknemers vir wie 'n loon van minder as R18.00 per week maar minstens R15.00 per week in die Hoofdoorenkoms voorgeskryf word	70c per week
Werknemers vir wie 'n loon van minder as R15.00 per week maar minstens R12.00 per week in die Hoofdoorenkoms voorgeskryf word	60c per week
Werknemers vir wie 'n loon van minder as R12.00 per week in die Hoofdoorenkoms voorgeskryf word	45c per week

(2) By die bedrag afgetrek, moet die werkgewer '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, aan die Sekretaris, Posbus 2221, Port Elizabeth stuur, tesame met die staat wat die Bestuurskomitee van tyd tot tyd op mag besluit.

(3) Indien 'n werkgewer versuim om die vereiste bedrae van 'n werknemer se loon af te trek op die datum waarop dit verskuldig is, moet die Bestuurskomitee besluit of die agterstallige bedrag of bedrae op die werknemer verhaal moet word en hoe dit gedoen moet word, en die werkgewer 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 werkgewer is nogtans verplig om sy bydraes ooreenkomstig die bepalings van hierdie Ooreenkoms te betaal, en die rekening van die lid word met sodanige bydraes gekrediteer.

(4) Indien bydraes per abuis aan die Fonds betaal word, is die Fonds na verloop van ses maande vanaf die datum van sodanige betaling nie verplig om sodanige bydrae terug te betaal nie.

(5) Wanneer 'n voordeel per abuis aan 'n lid betaal is as gevolg van die feit dat sodanige lid bedrae aan die Fonds betaal het wat nie verskuldig was nie, mag die Bestuurskomitee die bedrag van die voordeel wat aldus betaal is, in mindering bring teen—

- enige bedrag wat as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie, van die Fonds geëis word; en
- toekomstige voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

8. VOORDELE

(1) 'n Lid is op betaling van alle voordele wat kragtens hierdie Ooreenkoms aan hom toekom, geregtig—

- nadat minstens twaalf maande verloop het vanaf die datum waarop hy die Nywerheid vir goed verlaat het; of
- by uitdinstreding uit die Nywerheid weens—
 - hoë ouderdom; of
 - ongeskiktheid, swak gesondheid of swakheid as gevolg waarvan hy permanent arbeidsongeskik is: Met dien verstande dat die lid bewys van sodanige arbeidsongeskiktheid tot tevredenheid van die Komitee gelewer het.

(2) (a) Behoudens die bepalings van klousule 9, is 'n lid soos in subklousule (1) (a) hiervan bedoel op die volgende voordele geregtig:

- As hy vir 'n tydperk van hoogstens twee jaar 'n lid was, die totale bedrag deur hom bygedra plus die bonusse wat ingevolge klousule 9 aan hom gekrediteer is;
- as hy vir 'n tydperk van minstens twee jaar maar minder as vier jaar 'n lid was, 'n bedrag gelyk aan 110 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- as hy vir 'n tydperk van minstens vier jaar maar minder as ses jaar 'n lid was, 'n bedrag gelyk aan 115 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- as hy vir 'n tydperk van minstens ses jaar maar minder as agt jaar 'n lid was, 'n bedrag gelyk aan 120 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- as hy vir 'n tydperk van minstens agt jaar maar minder as tien jaar 'n lid was, 'n bedrag gelyk aan 125 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

- (vi) If he has been a member for not less than ten years but less than 12 years an amount equal to 130 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (vii) If he has been a member for not less than 12 years but less than 13 years an amount equal to 135 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (viii) If he has been a member for not less than 13 years but less than 14 years an amount equal to 140 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (ix) If he has been a member for not less than 14 years but less than 15 years an amount equal to 145 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (x) If he has been a member for not less than 15 years but less than 16 years an amount equal to 150 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (xi) If he has been a member for not less than 16 years but less than 17 years an amount equal to 160 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (xii) If he has been a member for not less than 17 years but less than 18 years an amount equal to 170 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (xiii) If he has been a member for not less than 18 years but less than 19 years an amount equal to 180 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (xiv) If he has been a member for not less than 19 years but less than 20 years an amount equal to 190 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;
- (xv) If he has been a member for not less than 20 years an amount equal to 200 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(3) (a) Applications for benefits shall be made in writing on the form prescribed by the Committee.

(b) When a contributor returns to the Industry before payment of benefits has been made on an application of withdrawal, the application will automatically lapse and contributions forthwith be resumed.

(c) Upon payment to a member of all benefits accrued to him, the balance of the employer's contributions if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 4 (2) (d).

(4) (a) A member referred to in paragraph (b) of subclause (1) shall be paid an amount equal to 200 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9; provided that the Committee shall have the right to require such a member to undergo a medical examination by a medical practitioner nominated by the Committee.

(b) The Fund shall be responsible for the cost of any medical examination which a member is required to undergo in terms of paragraph (a).

(5) (a) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay an amount equal to 200 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9; to the dependants and the estate of the deceased member shall have no claim against the Fund.

(b) If the dependant is a minor, the Management Committee shall pay the benefit to such minor's legal guardian, to be used for the benefit of the minor.

(c) If a deceased member left no dependant the amount standing to his credit in the Fund shall, notwithstanding the provisions of paragraph (a) of this subclause, be paid into his estate.

(d) In the event of the dependants of a deceased member not claiming the benefits within one month of the proof of death of a member, the Management Committee shall insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and last known place of work of the deceased member and the fact that benefits are available for collection by the dependants, at a place appointed by the Management Committee. If, within a year and a day from the date of the last insertion of such advertisement, the dependants fail to claim the benefits due to them, such benefits shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 4 (2) (d) provided, however, that the Management Committee shall consider any claim that may be made after the expiration of the said period and may in its discretion make an *ex gratia* payment from the Fund.

- (vi) as hy vir 'n tydperk van minstens tien jaar maar minder as 12 jaar 'n lid was, 'n bedrag gelyk aan 130 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (vii) as hy vir 'n tydperk van minstens 12 jaar maar minder as 13 jaar 'n lid was, 'n bedrag gelyk aan 135 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (viii) as hy vir 'n tydperk van minstens 13 jaar maar minder as 14 jaar 'n lid was, 'n bedrag gelyk aan 140 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (ix) as hy vir 'n tydperk van minstens 14 jaar maar minder as 15 jaar 'n lid was, 'n bedrag gelyk aan 145 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (x) as hy vir 'n tydperk van minstens 15 jaar maar minder as 16 jaar 'n lid was, 'n bedrag gelyk aan 150 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (xi) as hy vir 'n tydperk van minstens 16 jaar maar minder as 17 jaar 'n lid was, 'n bedrag gelyk aan 160 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (xii) as hy vir 'n tydperk van minstens 17 jaar maar minder as 18 jaar 'n lid was, 'n bedrag gelyk aan 170 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (xiii) as hy vir 'n tydperk van minstens 18 jaar maar minder as 19 jaar 'n lid was, 'n bedrag gelyk aan 180 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (xiv) as hy vir 'n tydperk van minstens 19 jaar maar minder as 20 jaar 'n lid was, 'n bedrag gelyk aan 190 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;
- (xv) as hy vir 'n tydperk van minstens 20 jaar 'n lid was, 'n bedrag gelyk aan 200 persent van die totale bedrag deur hom bygedra, en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is.

(3) (a) Aansoek om voordele moet skriftelik gedoen word op die vorm deur die Komitee voorgeskryf.

(b) Wanneer 'n bydraer tot die Nywerheid terugkeer voordat die voordele waarom hy aansoek gedoen het, aan hom betaal is, vervall die aansoek outomaties en moet die bydraes onmiddellik hervat word.

(c) Wanneer alle voordele wat aan 'n lid toekom, aan hom betaal is, word die saldo van die werkgewer se bydraes, as daar is, aan die Fonds verbeur as 'n bedrag waarop die Fonds kragtens die bepaling van klousule 4 (2) (d) geregtig geword het.

(4) (a) 'n Lid soos in subklousule (1) (b) bedoel moet 'n bedrag gelyk aan 200 persent van die totale bedrag deur hom bygedra en alle bonusse ingevolge klousule 9 op sy rekening gekrediteer, betaal word: Met dien verstande dat die Komitee die reg het om van sodanige lid te vereis om 'n geneeskundige ondersoek deur 'n mediese praktisyn wat deur die Komitee aangewys word, te ondergaan.

(b) Die Fonds is verantwoordelik vir die koste van 'n geneeskundige ondersoek wat 'n lid ingevolge paragraaf (a) moet ondergaan.

(5) (a) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys gelewer is van die afsterwe van 'n lid, moet die Fonds 'n bedrag gelyk aan 200 persent van die totale bedrag deur hom bygedra en alle bonusse ingevolge klousule 9 op sy rekening gekrediteer, aan die afhanklikes betaal, en die boedel van die afgestorwe lid het geen eis teen die Fonds nie.

(b) As die afhanklike 'n minderjarige is, moet die Bestuurskomitee die voordeel aan sodanige minderjarige se wettige voog betaal, wat dit tot voordeel van die minderjarige moet aanwend.

(c) Ondanks die bepaling van paragraaf (a) van hierdie subklousule, indien 'n afgestorwe lid nie 'n afhanklike het nie, moet die bedrag tot sy krediet in die Fonds in sy boedel gestort word.

(d) Ingeval die afhanklikes van 'n afgestorwe lid nie binne 'n maand nadat daar bewys van sy afsterwe gelewer is, die voordele eis nie, moet die Bestuurskomitee 'n advertensie in albei amptelike tale plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die distrik waarin die afgestorwe lid gewoonlik woonagtig was, en in sodanige advertensie moet die naam en laaste werkplek van die afgestorwe lid en die feit dat voordele vir die afhanklikes beskikbaar is op 'n plek wat die Bestuurskomitee aangewys het, gemeld word. Indien die afhanklikes versuim om binne 'n jaar en 'n dag vanaf die datum waarop sodanige advertensie vir die laaste keer verskyn het, die voordele te eis wat aan hulle verskuldig is, word sodanige voordele aan die Fonds verbeur as 'n bedrag waarop die Fonds kragtens klousule 4 (2) (d) geregtig geword het: Met dien verstande egter dat die Bestuurskomitee alle eise wat na die verstryking van genoemde tydperk ingestel mag word, moet oorweeg en na sy goedvinde 'n *ex-gratia*-betaling uit die Fonds mag doen.

(6) If a member has received a benefit to which he is not entitled and the matter is not dealt with in the manner set out in clause 7 (5), he shall be liable to repay to the Fund the amount of the benefit so received; provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit it may, in its discretion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(7) Save as is provided for in this clause, no benefit or right to benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf, be liable to be attached or subject to any form of execution under a judgment or order of a court of law.

(8) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of his employment, and the amount payable under this sub-clause shall not be reduced by reason of any payment that may be made under any such law.

(9) If any benefit due and payable, other than benefits due and payable to dependants in terms of subclause (4), is not claimed within two years from the due date thereof, the Management Committee shall, after the expiration of the two years' period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due, was normally resident at the time such benefit became due, stating the name and last known place of work of the member, that certain benefits are due and calling upon such member or his dependants to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Management Committee shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or if no claim is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit, provided that such payment shall be made to dependants in the order of preference contained in the definition of "dependant".

Should no claim have been received from a member or his dependants within the prescribed period, the benefit shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 4 (2) (d), provided, however, that the Management Committee shall consider any claim that may be made after the expiration of the said period and may in its discretion make an *ex gratia* payment from the Fund.

(10) The Management Committee shall reinstate benefits of members which have been declared forfeited through no fault of their own by virtue of errors in returns of employers, or mistaken identity by the administration of the Fund.

9. BONUSES

(1) An accountant shall at such times as the Management Committee in its discretion may require conduct investigations into the Fund and a valuation of the liabilities of the Fund, and shall make a report thereon to the Management Committee and shall make recommendations for the declaration of a bonus, or creation of a reserve for additional benefits.

(2) The Management Committee shall, if it deems fit, declare a bonus based on the recommendations of the accountant, and any bonus so declared shall be credited to the members' accounts or, shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 8 (1) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry of such member.

(3) Notwithstanding anything to the contrary contained herein, any interest credited to a member in terms of the agreement published under Government Notice No. 1454 dated 20th September, 1963, shall be increased by a like amount and shall be deemed to be a bonus declared in terms of this clause, provided that this clause shall not apply to a member who, at the date on which this agreement comes into operation, has been paid the benefits due to him.

(6) Indien 'n lid 'n voordeel ontvang het waarop hy nie geregtig is nie, en indien die saak nie volgens die voorskrifte van klousule 7 (5) behandel is nie, kan daar van hom geëis word om die bedrag van die voordeel wat hy aldus ontvang het, aan die Fonds terug te betaal: Met dien verstande dat indien die Bestuurskomitee dit in 'n bepaalde geval onbillik ag om die terugbetaling van die hele bedrag van sodanige voordeel te eis, mag hy, na sy goedvinde, vereis dat 'n kleiner bedrag terugbetaal word of dat sodanige lid van die terugbetaling van die hele bedrag vrygestel word.

(7) Behoudens die bepaling van hierdie klousule, mag geen voordeel of 'n reg op 'n voordeel gesedeer, oorgedra, afgestaan of op 'n ander manier oorgemaak of verpand of verhipotekeer word nie en mag daar ook nie op 'n bydrae wat deur of ten behoeve van 'n lid gemaak is, beslag gelê word nie of mag dit nie aan enige vorm van eksekusie ingevolge 'n vonnis of bevel van 'n geregtshof onderwerp word nie.

(8) Niks in hierdie Ooreenkoms vervat, raak enigsins die reg van 'n lid of sy afhanklikes om skadeloosstelling of vergoeding te eis nie ten opsigte van 'n werkmán wat beseer is of sterwend is as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy werk, en die bedrag wat ingevolge hierdie subklousule betaalbaar is, mag nie verminderd word nie vanweë 'n betaling wat ingevolge sodanige wet gedoen mag word.

(9) As 'n voordeel wat verskuldig en betaalbaar is, uitgesonderd voordele wat ingevolge subklousule (4) aan afhanklikes verskuldig en betaalbaar is, nie binne twee jaar vanaf die datum waarop dit verskuldig geword het, opgeëis word nie, moet die Bestuurskomitee na verstryking van die tydperk van twee jaar 'n advertensie in albei amptelike tale plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die gebied waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, en sodanige advertensie moet die naam en laaste werkplek van die lid en die feit dat sekere voordele verskuldig is, meld en sodanige persoon of sy afhanklikes versoek om eise vir sodanige voordele in te dien binne 'n tydperk van drie maande vanaf die datum waarop die advertensie vir die laaste keer verskyn het en om volle besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Bestuurskomitee moet, na die laaste datum waarop sodanige eise ingedien mag word, sodanige eise oorweeg en aan die lid of, indien geen eis van 'n lid ontvang word nie, aan sy afhanklikes wat eise op die voorgeskrewe manier ingedien het, die gelde betaal wat hoogstens gelyk is aan die volle voordeel wat aan die lid verskuldig is, min die advertensiekoste as die Bestuurskomitee dit dienstig ag: Met dien verstande dat sodanige betaling aan die afhanklikes moet geskied in die volgorde van voorkeur soos vervat in die omskrywing van „afhanklike“.

As geen eis binne die voorgeskrewe tydperk van 'n lid of van sy afhanklikes ontvang is nie, word die voordeel aan die Fonds verbeur as 'n bedrag waarop die Fonds kragtens die bepaling van klousule 4 (2) (d) geregtig geword het: Met dien verstande egter dat die Bestuurskomitee alle eise wat na verstryking van genoemde tydperk ingedien mag word, moet oorweeg en na sy goedvinde 'n *ex-gratia*-betaling uit die Fonds mag doen.

(10) Ingeval die voordele van 'n lid verbeurd verklaar is—sonder dat die lid daaraan skuld het—as gevolg van foute in werkgewers se opgawes of persoonsvergissing deur die administrasie van die Fonds, moet die Bestuurskomitee die voordele van die lid herstel.

9. BONUSSE

(1) 'n Rekenmeester moet op dié tye wat die Bestuurskomitee, na goedvinde, vereis, die Fonds ondersoek, die laste van die Fonds waardeur, verslag daaroor aan die Bestuurskomitee uitbring en aanbevelings maak oor die verklaring van 'n bonus, of die skepping van 'n reserwe vir bykomende voordele.

(2) Indien hy dit goed dink, moet die Bestuurskomitee 'n bonus verklaar, gebaseer op die aanbevelings van die Rekenmeester, en die lede se rekenings moet gekrediteer word met die bonus aldus verklaar of, as hy dit goed vind, moet die Bestuurskomitee 'n finansiële reserwe in die lewe roep vir die betaling van bykomende voordele aan lede wat verplig is om uit die Nywerheid te tree ingevolge die bepaling van klousule 8 (1) (b). Sodanige bykomende voordele moet gebaseer wees op 'n formule wat deur die Raad goedgekeur is en moet verband hou met die diens-tydperk in die Nywerheid van sodanige lid.

(3) Ondanks andersluidende bepaling hierin, moet rente waarmee 'n lid gekrediteer is ingevolge die bepaling van die Ooreenkoms gepubliseer by Goewermentskennigsweging No. 1454 van 20 September 1963, met 'n gelyke bedrag vermeerder word en word dit geag 'n bonus te wees wat ingevolge die bepaling van hierdie klousule verklaar is: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n lid aan wie die voordele wat aan hom verskuldig is, alreeds uitbetaal is op die datum waarop hierdie Ooreenkoms in werking tree.

10. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council, it may authorise the Management Committee to appoint one or more agents, with similar powers and duties of the agents referred to above, for so long as contributions are due by members and employers.

11. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any or all of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund is not transferred by the Council to any other Fund constituted for the same purpose within twelve months from the date of expiry of the Agreement, the Fund shall be liquidated by the Committee who, in the meantime, shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

- (a) the benefits due to members of the original Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and
- (b) any member of the original Fund, who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. 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. 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 Fund 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 Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation 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 Fund shall, upon expiry of the Agreement, be liquidated by the Committee or the Trustees as the case may be.

(3) Any vacancy occurring on the Board of Trustees as constituted in subclause (2) of this clause shall be filled in the same manner provided for in that subclause.

(4) The Trustees shall be paid from the Fund such fees as shall be agreed upon between themselves and the Registrar.

13. LIQUIDATION

(1) Upon liquidation of the Fund in terms of subclause (1) or (2) of clause 12, the Committee, liquidator or the Trustees, as the case may be, shall—

- (a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within thirty days;
- (b) pay all creditors, administration and liquidation expenses from the Fund;
- (c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 9;

10. AGENTE

Enige agent wat deur die Raad aangestel is, moet help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting te betree en om dié navrae te doen en dié dokumente, boeke, loonstate, betaalboekjies en betaalkaartjies te ondersoek en dié individue te ondervra wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en ingeval daar geen agente deur die Raad aangestel is nie, mag hy die Bestuurskomitee magtig om een of meer agente, wat dieselfde bevoegdhede en pligte het as die agente hierbo bedoel, aan te stel solank bydraes deur lede en werkgewers verskuldig is.

11. VRYSTELLINGS

Die Raad mag om 'n afdoende rede, voorwaardelik of andersins, vrystelling van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander rede gestaak word en daar binne twaalf maande vanaf die datum van die verstryking van hierdie Ooreenkoms geen daaropvolgende Ooreenkoms aangegaan word met die doel om hierdie Fonds voort te sit nie of ingeval die Fonds nie deur die Raad oorgedra word na 'n ander Fonds wat vir dieselfde doel ingestel is nie, moet die Fonds deur die Komitee gelikwedeer word, en is die Komitee intussen vir die administrasie van die Fonds aanspreeklik. Ingeval die Fonds ooreenkomsstig hierdie subklousule oorgedra word—

- (a) mag die voordele wat aan die lede van die oorspronklike Fonds verskuldig is op die datum van sodanige oordrag, hoegenaamd nie vanweë sodanige oordrag verminder word nie; en
- (b) moet enige lid van die oorspronklike Fonds, wat verhoinder mag word om lid van die nuwe Fonds te word, sy volle voordeel bepaal word asof hy uit die diens van die Nywerheid getree het.

(2) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds nog geadminestreer word deur die Komitee of dié ander persone wat die Registrateur kragtens die bepalings van daardie subartikel mag aanwys. Die Registrateur moet alle vakatures wat in die Komitee ontstaan, uit die geledere van die werkgewers en die werknemers, na gelang van die geval, vul ten einde te verseker dat die getal werkgewersverteenwoordigers en die getal werknemersverteenwoordigers in die Komitee ewe groot is. Ingeval die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na dié mening van die Registrateur, ondoenlik of onwenslik maak, mag hy 'n persoon aanstel wat onmiddellik nog twee persone moet koöpteer, waarvan een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings en die ander 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan moet wees, en hierdie persone maak tesame die trustees uit, by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar by die verstryking van die Ooreenkoms geen Raad bestaan nie, moet die Fonds deur die Komitee of die trustees, na gelang van die geval, gelikwedeer word.

(3) Alle vakatures wat daar in die Raad van Trustees, soos ooreenkomsstig subklousule (2) van hierdie klousule saamgestel, ontstaan, moet gevul word op die wyse soos voorgeskryf in daardie subklousule.

(4) Aan die trustees moet dié gelde uit die Fonds betaal word waaroor hulle en die Registrateur ooreengekom het.

13. LIKWIDASIE

(1) By die likwidasië van die Fonds ooreenkomsstig die bepalings van klousule 12 (1) of (2), moet die Komitee, die likwidateur of die trustees, na gelang van die geval,—

- (a) dadelik begin om alle beleggings en bates van die Fonds in kontant om te sit en sodanige kontant so te belê dat dit binne dertig dae opgeva kan word;
- (b) alle krediteure, administrasie- en likwidasiëkoste uit die Fonds betaal;
- (c) na aftrekking van alle skulde en uitgawes, die netto batige saldo of tekort van die Fonds ten opsigte van die rekenings van lede bepaal en dit toewys soos voorgeskryf in klousule 9;

(d) after this final allocation in terms of subclause (c) hereof, pay the amounts standing to the credit of members' accounts to such members as though they had left the Industry upon approved retirement.

(2) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of subclause (1) hereof not be claimed within three 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 and any claims for benefits under liquidation should become liable to forfeiture, such benefits shall be paid to the Guardians' Fund to be dealt with as provided for in the Administration of Estates Act, 1913, as amended.

14. INDEMNITY

(1) The members of the Council, the members of the Management Committee and the officers of the Fund shall not be held responsible for any act which may result in loss to the Fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(2) The Council shall not be held responsible for any contributions deducted and any contributions due and payable by the employer and not paid into the Fund, upon the sequestration or liquidation of the employer's estate.

15. GENERAL PROVISIONS

(1) Any benefit, right or interest to which a member may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of his dismissal.

(2) Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of a member.

(3) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Fund or any contributions thereto or any interest therein or any claim against the Council, the Management Committee and the employers except under and in accordance with the provisions of this Agreement.

(4) Subject to the provisions of the Insolvency Act, 1936, as amended or any other law, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate, but shall revert to the Fund and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

Signed at Port Elizabeth on behalf of the parties on this 30th day of August, 1968.

J. B. CONNACHER,
Member of the Council.

J. F. KLOPPER,
Member of the Council.

A. S. YOUNG,
Secretary of the Council.

(d) na hierdie finale toewysing ooreenkomstig die bepalings van subklousule (c) hiervan, die bedrae in die krediet van lede se rekenings aan sodanige lede uitbetaal asof hulle die Nywerheid by uitdienstreiding met goedkeuring verlaat het.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word voordele waarop lede geregtig geword het kragtens subklousule (1) hiervan, maar wat nie binne drie maande vanaf die datum waarop dit verskuldig en betaalbaar geword het, opgeëis is nie, aan die algemene fondse van die Raad verbeur. Ingeval daar nie meer 'n Raad bestaan nie en alle eise vir voordele onder likwidasië aan verbeuring onderworpe word, moet sodanige voordele in die Voogdyfondse gestort en behandel word volgens die bepalings van die Boedelwet, 1913, soos gewysig.

14. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die beamptes van die Fonds mag nie vir enige stap wat 'n verlies vir die Fonds mag meebring, aanspreeklik gehou word nie waar sodanige stap te goeder trou gedoen is, en hulle is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese gely en uitgawes aangegaan in verband met die *bona fide*-verrigting van hulle pligte.

(2) Die Raad is nie aanspreeklik nie vir bydraes wat afgetrek is en bydraes wat deur die werkgewer verskuldig en betaalbaar is maar wat by die sekwestrasie of likwidasië van die werkgewer se boedel, nie in die Fonds gestort is nie.

15. ALGEMENE BEPALINGS

(1) Enige voordeel, reg of belang waarop 'n lid kragtens hierdie Ooreenkoms aanspraak mag maak, mag nie as 'n grond vir skadevergoeding in enige saak wat sodanige lid teen die werkgewer ten opsigte van sy ontslag mag inbring, aangevoer word nie.

(2) Niks in hierdie Ooreenkoms beperk enigszins die reg van 'n werkgewer om die dienste van 'n lid te beëindig nie.

(3) Niemand, hetsy 'n lid of 'n ander persoon, het enige aanspraak, reg of belang in, of ten opsigte van die Fonds of enige bydraes daartoe of enige belang daarin of enige eis teen die Raad, die Bestuurskomitee en die werkgewers nie, behalwe kragtens en ooreenkomstig die bepalings van hierdie Ooreenkoms.

(4) Behoudens die bepalings van die Insolvensiewet, 1936, soos gewysig, of enige ander wet, mag die voordeel waarop 'n lid of sy afhanklike geregtig is, nie by die sekwestrasie of oorgawe van 'n boedel van sodanige lid en/of sy afhanklike, deel van die bates van sy insolvente of afgestane boedel uitmaak nie, maar val dit terug aan die Fonds en mag dit deur die betrokke komitee behandel word op 'n manier wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

Op hede die 30ste dag van Augustus 1968 namens die partye te Port Elizabeth onderteken.

J. B. CONNACHER,
Lid van die Raad.

J. F. KLOPPER,
Lid van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

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