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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2327 15 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Bedding Manufacturing Industry shall be binding, with effect from 1 January 1973 and for the period ending 31 October 1976, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 5 and 9 of Chapter I, clause 4 (5) of Chapter II and Chapters III and IV, shall be binding, with effect from 1 January 1973 and for the period ending 31 October 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal.

M. VILJOEN, Minister of Labour.

A—7406

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2327 15 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—VOOR-SORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP-EN STERFTEBYSTANDSVERENIGINGOOREEN-KOMS

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 Beddegoednywerheid betrekking het, met ingang van 1 Januarie 1973 en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 en 9 van Hoofstuk I, klousule 4 (5) van Hoofstuk II en Hoofstukke III en IV, met ingang van 1 Januarie 1973 en vir die tydperk wat op 31 Oktober 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal.

M. VILJOEN, Minister van Arbeid.

1—3731

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

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

Bedding Manufacturers' Association of the Transvaal (hereinafter referred to as the "employers" or the "employer's organisation"), of the one part, and the

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Bedding Manufacturing Industry, Transvaal.

CHAPTER I

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by members of the employers' organisation and members of any of the trade unions who are engaged or employed in the Bedding Manufacturing Industry.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply only to employees, other than casual employees, for whom wages are prescribed in the Main Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for the period ending on 31 October 1976, or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, 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—

"Act" means the Industrial Conciliation Act, 1956, as amended; "Association" shall mean The Transvaal Bedding Workers' Mortality Benefit Association provided for in Chapter IV of this Agreement;

"auditor" means a public accountant as defined in the Act; "Bedding Manufacturing Industry" means the industry in which employers and employees are associated for the manufacture of bedding which shall include—

(i) mattresses, spring mattresses, overlays, bolsters, cushions for studio couches and spring units;

(ii) studio couches;

(iii) all operations and processes incidental to the manufacture of the articles mentioned in paragraphs (i) and (ii) if carried out by an employee employed in the manufacture of such articles, but excluding the operations and processes in the manufacture and/or assembly of metal parts of such articles.

A "studio couch" for the purpose of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

"casual employee" means an employee who is employed by the same employer on not more than three 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" shall for the purposes of the administration of the Fund mean the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II of this Agreement and for the purposes of the administration of the Association shall mean the Committee appointed by the Council in accordance with the provisions of clause 7 (1) of Chapter IV of this Agreement;

"contributions" means the moneys payable to the Fund in terms of clause 4 (1) of Chapter II of this Agreement;

"Council" means the Industrial Council for the Bedding Manufacturing Industry, Transvaal;

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL. — VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP EN STERFTEBYSTANDSVERENIGING

OOREENKOMS

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

Bedding Manufacturers' Association of the Transvaal (hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Association of Furniture and Allied Workers of South Africa

en die

National Union of Furniture and Allied Workers of South Africa

(hieronder die "werknemers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Beddegoednywerheid, Transvaal.

HOOFSTUK I

1. TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur lede van die werkgewersorganisasie en lede van enige van die vakverenigings wat die Beddegoednywerheid bedryf of daarin werksaam is.

(2) Ondanks die bepalings van subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers, uitgesonderd los werknemers, vir wie lone in die Hoofdooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48 van die Wet deur die Minister gespesifiseer word, en bly van krag vir die tydperk wat op 31 Oktober 1976 eindig, of vir sodanige tydperk as wat hy vasstel.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike geslag aandui, die vroulike, en dié wat die enkelvoud aandui, die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "Vereniging" die Sterftebystandvereniging vir Transvaalse Beddegoedwerkers, waarvoor in Hoofstuk IV van hierdie Ooreenkoms voorsiening gemaak word;

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf; "Beddegoednywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van beddegoed, wat die volgende insluit:

(i) Matrasse, veermatrasse, bo-matrasse, peule, kussings vir ateljeerusbanke en veereenhede;

(ii) ateljeerusbanke;

(iii) alle werksaamhede en prosesse wat voortvloei uit die vervaardiging van die artikels genoem in paragrafe (i) en (ii), indien uitgevoer deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse in die vervaardiging en/of montering van die metaaldele van sodanige artikels.

Vir die doeleindes van hierdie omskrywing beteken "ateljeerusbank" 'n meubelstuk wat as sitplek bedoel is maar wat in 'n dubbelbed of twee of meer beddens omgeskep kan word en waarvan die raamwerk hoofsaaklik van metaal gemaak is en waarvan die sit- of slaoppervlakte uit matrasse en/of kussings bestaan;

"los werknemer" 'n werknemer wat by dieselfde werkgever vir hoogstens drie dae in enige bepaalde week in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

"Komitee" of "Bestuurskomitee" vir die doeleindes van die administrasie van die Fonds die Komitee deur die Raad aangestel ingevolge klousule 2 (1) (a) van Hoofstuk II van hierdie Ooreenkoms en vir die doeleindes van die administrasie van die Vereniging die Komitee deur die Raad aangestel ingevolge klousule 7 (1) van Hoofstuk IV van hierdie Ooreenkoms;

"bydraes" die geld wat ingevolge klousule 4 (1) van Hoofstuk II van hierdie Ooreenkoms aan die Fonds betaalbaar is;

"Raad" die Nywerheidsraad vir die Beddegoednywerheid, Transvaal;

“dependant” means in relation to a member for the purpose of—

(a) Chapter II:

(i) His wife;

(ii) his widow;

(iii) his minor child or minor stepchild; or

(iv) any other person wholly 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 the deceased member are, in terms of this paragraph, shall be final;

(b) Chapter III: Persons admitted by the Society as dependants in accordance with the provisions of clause 5 thereof; and

(c) Chapter IV: Persons defined as dependants in terms of clause 2 thereof;

“Fund” means the Provident Fund for the Bedding Manufacturing Industry, Transvaal, provided for in Chapter II of this Agreement;

“fund week” means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

“learner” means an employee who is authorised or deemed to have been authorised a learner in terms of any Agreement published in terms of the Act which is or was binding on the Industry for time to time;

“Main Agreement” means the agreement published under Government Notice R. 905 of 6 June 1969, or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

“major learner” means a person who became a learner upon or after attaining the age of 21 years;

“Medical Committee” shall mean the Medical Committee appointed by the Council in accordance with the provisions of clause 12 of Chapter III of this Agreement;

“member” means an employee who has been admitted as a member of the Fund and/or Society and/or Association in terms of clause 3 of Chapter II, clause 3 of Chapter III and clause 3 of Chapter IV. The words “member” and “membership” shall have a corresponding meaning;

“minor learner” means a person who became a learner before attaining the age of 21 years;

“old age” means the age of 60 years or over;

“ordinary wage” means for the purposes of Appendix A the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

“pay-day” means Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday;

“regulations” shall mean the regulations of the Society made by the Medical Committee from time to time in accordance with clause 9 of this Chapter and the provisions of Chapter III of this Agreement;

“retirement” means permanent retirement from the Industry through incapacity, ill-health or old age, and “retire” has a corresponding meaning;

“rules” means the rules of the Fund and the Association made by the Council in terms of clause 2 (1) (b) of Chapter II and clause 8 (3) of Chapter IV, respectively of this Agreement;

“Secretary” means the Secretary appointed in terms of clause 4 of this Chapter;

“sickness” means physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of clause 2 and, in terms of clause 8 as limited by clause 10 of Chapter III, or for which members are entitled to sick-pay in terms of clause 9 of Chapter III of this Agreement;

“sick-pay” means the sick-pay payable in terms of clause 9 Chapter III of this Agreement;

“Society” shall mean the Transvaal Bedding Workers' Sick Benefit Society provided for in Chapter III of this Agreement;

“subscriptions” means the amount of moneys diverted in terms of clause 4 (5) of Chapter II of this Agreement in accordance with clause 7 (1) of Chapter III to the Society and clause 4 (1) of Chapter IV to the Association.

4. ADMINISTRATION

The Council shall appoint an auditor, a secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Fund, Society and the Association.

“afhanklike” met betrekking tot 'n lid vir die doeleindes van—

(a) Hoofstuk II:

(i) Sy vrou;

(ii) sy weduwee;

(iii) sy minderjarige kind of minderjarige stiefkind; of

(iv) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is ingevolge hierdie paragraaf afdoende is;

(b) Hoofstuk III: Persone deur die Genootskap as afhanklikes toegelaat ingevolge klousule 5 daarvan; en

(c) Hoofstuk IV: Persone omskryf as afhanklikes ingevolge klousule 2 daarvan;

“Fonds” die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, waarvoor in Hoofstuk II van hierdie Ooreenkoms voorsiening gemaak word;

“fondswEEK” die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

“leerling” 'n werknemer wat gemagtig is of geag word gemagtig te wees as 'n leerling ingevolge enige Ooreenkoms wat kragtens die Wet gepubliseer is en van tyd tot tyd op die Nywerheid van toepassing is of was;

“Hoofdooreenkoms” die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 905 van 6 Junie 1969 of enige daaropvolgende Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer is;

“meerderjarige leerling” 'n persoon wat 'n leerling geword het toe of nadat hy die leeftyd van 21 jaar bereik het;

“Mediese Komitee” die Mediese Komitee deur die Raad aangestel ingevolge klousule 12 van Hoofstuk III van hierdie Ooreenkoms;

“lid” 'n werknemer wat toegelaat is as lid van die Fonds en/of Genootskap en/of Vereniging ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III en klousule 3 van Hoofstuk IV. Die woorde “lid” en “lidmaatskap” het 'n ooreenstemmende betekenis;

“minderjarige leerling” 'n persoon wat 'n leerling geword het voordat hy die leeftyd van 21 jaar bereik het;

“hoë ouderdom” die leeftyd van 60 jaar of ouer;

“gewone loon” vir die doeleindes van Aanhangsel A die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende enige bepaalde week gewerk het;

“betaaldag” Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag vóór Vrydag is;

“regulasies” die regulasies van die Genootskap van tyd tot tyd deur die Mediese Komitee gemaak ingevolge die bepalinge van klousule 9 van hierdie Hoofstuk en Hoofstuk III van hierdie Ooreenkoms;

“aftrede” permanente aftrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom, en het “aftree” 'n ooreenstemmende betekenis;

“reëls” die reëls van die Fonds en Vereniging gemaak deur die Raad ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II en klousule 8 (3) van Hoofstuk IV van hierdie Ooreenkoms;

“Sekretaris” die Sekretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

“siekte” liggaamlike ongesteldheid, ongeskiktheid of ongesteldheid weens 'n kwaal, siekte, aandoening of besering waarvoor lede en afhanklikes geregtig is op bystand uit hoofde van klousule 2 en ingevolge klousule 8, soos by klousule 10 van Hoofstuk III beperk, of waarvoor lede geregtig is op siektebesoldiging ingevolge klousule 9 van Hoofstuk III van hierdie Ooreenkoms;

“siektebesoldiging” die siektebesoldiging betaalbaar ingevolge klousule 9 van Hoofstuk III van hierdie Ooreenkoms;

“Genootskap” die Siektebystandsgenootskap vir Transvaalse Beddegoedwerkers, waarvoor in Hoofstuk III van hierdie Ooreenkoms voorsiening gemaak word;

“ledegeld” die geld oorgedra ingevolge klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms ooreenkomstig klousule 7 (1) van Hoofstuk III aan die Genootskap en klousule 4 (1) van Hoofstuk IV aan die Vereniging.

4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n sekretaris en personeel aanstel op sodanige grondslag en voorwaardes as wat hy geskik ag, en hy kan sodanige aanstellings verander, reëlings tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Fonds, Genootskap en Vereniging.

5. 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 inquiries 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 or the Medical 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 to the Fund, Society or Association by members and employers.

6. EXEMPTIONS

(1) The Management Committee or the Medical Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee or the Medical Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee or the Medical Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out—

- (a) the full name of the employer/employee concerned;
- (b) the provisions of the agreement from which exemption is granted;
- (c) the conditions, if any, fixed in accordance with the provisions of subclause (2) hereof subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary shall—

- (a) number consecutively all certificates issued;
- (b) retain a copy of each such certificate issued; and
- (c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.

(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

7. INDEMNITY

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

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

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund, Society or Association 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 dismissal.

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

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

(3) Subject to the provisions of the Insolvency Act, 1936, as amended, or any 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

5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om die bepalings van hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgever om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navraag te doen en om sodanige dokumente, boeke, loonstate, loonkoeverte en loonkaartjies te ondersoek en om sodanige individue te ondersoek as wat nodig is met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee of die Mediese Komitee magtig om een of meer agente aan te stel, beklee met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkgevers aan die Fonds, Genootskap of Vereniging verskuldig is.

6. VRYSTELLINGS

(1) Die Bestuurskomitee of die Mediese Komitee kan vrystelling verleen van enige van of al die bepalings van hierdie Ooreenkoms ten opsigte van 'n werkgever en/of een of meer van sy werknemers.

(2) Die Bestuurskomitee of die Mediese Komitee moet, ten opsigte van enige werkgever of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waaronder sodanige vrystelling verleen word en die tydperk wat sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkgever of werknemer gegee het, enige vrystellingsertifikaat kan intrek of wysig, ongeag of die tydperk waarvoor vrystelling verleen was, verstryk het of nie.

(3) Die Sekretaris moet aan elke werkgever/werknemer aan wie vrystelling ingevolge hierdie klousule verleen word, 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

- (a) Die naam van die betrokke werkgever/werknemer voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan, waaronder sodanige vrystelling verleen word; en
- (d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en
- (c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.

(5) Elke werkgever/werknemer moet die bepalings van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee of Mediese Komitee en die beamptes van die Fonds, Genootskap of Vereniging word nie verantwoordelik gehou vir enige handeling wat kan lei tot 'n verlies vir die Fonds, Genootskap of Vereniging, waar sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir die skulde en laste van die Fonds, Genootskap of Vereniging nie, en hulle word hierby gevrywaar deur die Fonds, Genootskap of Vereniging teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide uitvoering van hul pligte.

(2) Die Raad en/of Komitee of Bestuurskomitee word nie verantwoordelik gehou vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar deur die werkgever wat nie in die Fonds, Genootskap of Vereniging by sekwestrasie of likwidasie van die werkgever se boedel of hoegenaamd inbetaal is nie.

8. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop 'n lid van die Fonds, Genootskap of Vereniging na hy beweer ingevolge hierdie Ooreenkoms geregtig is, mag nie gebruik word as grond vir skadevergoeding in enige geding wat deur sodanige lid teen die werkgever ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werkgever om die diens van sodanige lid te beëindig nie.

(2) Niemand, hetsy hy 'n lid is of nie, het enige eis, reg of belang nie teen, op of ten opsigte van die Fonds, Genootskap of Vereniging of enige bydraes daartoe of enige belang daarby of enige eis teen die Raad, die Bestuurskomitee of die Mediese Komitee ingestel ingevolge hierdie Ooreenkoms en die werkgevers, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, soos gewysig, of enige wet, maak die bystand waarop 'n lid of afhanklike geregtig is by sekwestrasie of afstanddoening van sy boedel nie deel van die bates van sy geskwestreerde of afgestane boedel uit nie, maar val dit toe aan die Fonds, die Genootskap of die Vereniging, na

Fund, the Society or the Association as the case may be, 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.

9. REGULATIONS

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

(2) A copy of the regulations shall be issued to every member of the Society upon request and shall also be transmitted to the Secretary for Labour, as well as copies of any amendments thereto.

10. DISSOLUTION OF THE COUNCIL

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 funds provided for in Chapters II, III and IV of this Agreement shall be administered by the Industrial Council for the Furniture Manufacturing Industry, Transvaal. As from the date on which membership of the latter Council's Provident Fund, Sick Benefit Society and Mortality Benefit Association becomes compulsory in terms of an agreement published under section 48 of the Act for employees who are subject to the provisions of this Agreement, contributions payable in terms of this Agreement shall cease and all the assets and liabilities of the Funds provided for in Chapters II, III and IV of this Agreement shall be transferred to the Provident Fund for the Furniture Manufacturing Industry, Transvaal, the Transvaal Furniture Workers' Sick Benefit Society and the Transvaal Furniture Workers' Mortality Benefit Association, respectively.

CHAPTER II

1. THE PROVIDENT FUND FOR THE BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

(1) The Provident Fund for the Bedding Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice 495 of 24 March 1961, is hereby continued.

(2) The Fund shall consist of—

(a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;

(b) the total weekly contributions of both employer and member paid into the Fund less any amounts to be diverted in terms of clause 4 (5) of this Chapter;

(c) interest derived from the investment of any moneys of the Fund;

(d) any moneys credited to individual members in terms of clause 6 of this Chapter;

(e) 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.

2. 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 together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the 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. A copy of the rules or any amendment thereof shall be transmitted to the Secretary for Labour.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

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

(3) As soon as possible after 28 February in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 28 February and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall hereafter lie for

gelang van die geval, en die betrokke Komitee kan daarvoor beskik op 'n wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

9. REGULASIES

(1) Die Mediese Komitee het die bevoegdheid om regulasies wat nie met Hoofstuk III van hierdie Ooreenkoms of enige ander wet onbestaanbaar is nie, te maak, te wysig en te herroep, om behoorlik uitvoering te gee aan die Genootskap se oogmerke en om die omvang te bepaal van die bystand wat deur die Genootskap toegestaan moet word, asook die bedinge en voorwaardes wat daarop van toepassing is.

(2) 'n Eksemplaar van die regulasies moet op aanvraag aan elke lid van die Genootskap uitgereik word en moet ook aan die Sekretaris van Arbeid gestuur word, sowel as eksemplare van enige wysigings daarvan.

10. ONTBINDING VAN DIE RAAD

Indien die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds, waarvoor by Hoofstukke II, III en IV van hierdie Ooreenkoms voorsiening gemaak word, deur die Nywerheidsraad vir die Meubelnywerheid, Transvaal, geadmistreer word. Vanaf die datum waarop lidmaatskap van laasgenoemde Raad se Voorsorgfonds, Siektebystandsgenootskap en Sterftebystandsvereniging verpligtend word, ingevolge 'n Ooreenkoms gepubliseer kragtens artikel 48 van die Wet, vir werknemers wat aan die bepalings van hierdie Ooreenkoms onderworpe is, moet bydraes wat ingevolge hierdie Ooreenkoms betaalbaar is, gestaak word, en moet al die bates en laste van die Fonds waarvoor in Hoofstukke II, III en IV van hierdie Ooreenkoms voorsiening gemaak word, onderskeidelik aan die Voorsorgfonds vir die Meubelnywerheid, Transvaal, die Siektebystandsgenootskap vir die Transvaalse Meubelwerkers, en die Sterftebystandsvereniging vir Meubelwerkers (Transvaal) oorgedra word.

HOOFSTUK II

1. VOORSORGFONDS VIR DIE BEDDEGOED- NYWERHEID, TRANSVAAL

(1) Die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskenningsgewing 495 van 24 Maart 1961, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min enige bedrae wat ingevolge klousule 4 (5) van hierdie Hoofstuk oorgedra moet word;

(c) rente wat verkry word uit die belegging van enige geld van die Fonds;

(d) alle geld waarmee individuele lede ingevolge klousule 6 van hierdie Ooreenkoms gekrediteer word;

(e) enige ander geld waarop die Fonds uit hoofde van hierdie Ooreenkoms of om enige ander rede geregtig word, of wat aan die Fonds geskenk word.

2. ADMINISTRASIE VAN DIE FOND

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertewoordigers en drie werknemerverteewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en Ondervoorsitter van die Raad is Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad het die bevoegdheid om sy eie reglement vir die Komitee voor te skryf, te verander en te wysig en om reëls wat die administrasie van die Fonds beheer, te maak, te wysig en te verander: Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of met enige ander wet mag wees nie. 'n Afskrif van die reëls of enige wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.

(c) Ingeval die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad hierdie pligte waarneem en sy bevoegdhede uitoefen.

(2) Alle koste wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(3) So spoedig doenlik na 28 Februarie elke jaar moet die Komitee 'n rekening opstel van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 28 Februarie, asook 'n staat wat die Fonds se bates en laste toon, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee mede-onderteken moet word. Die gesertifiseerde rekenings en staat en enige verslag daarvoor wat deur die ouditeur opgestel word, moet daarna

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' organisation and the trade unions.

(4) The 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. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque, signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the Secretary of the Fund.

(5) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

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

- (a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks, and/or
- (b) Post Office savings accounts or certificates, and/or
- (c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Supply Commission, and/or
- (d) National Savings Certificates, or
- (e) any other manner approved by the Registrar.

5. MEMBERSHIP

(1) Membership of the Fund shall consist of—

- (a) all employees, other than casual employees, in the Industry for whom minimum wages are prescribed in the Main Agreement;
- (b) 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 4 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 5 of this Chapter.

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, 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, the amount specified in the applicable column A of Appendix A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Appendix A of this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for only two days or less during any one fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure.

(2) (a) The employer shall forward monthly the total contributions referred to in subclause (1) of this clause together with a return in the form prescribed by the Council from time to time to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made.

(b) If not already furnished in respect of present employees, but in any event whenever a new employee enters the Industry the first return referred to in paragraph (a) hereof following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee, as well as such employee's address, identity number and the address and identity number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(c) Every member if he has not already done so, but in any event upon joining the Fund, shall advise his employer of his address and identity number and the address and identity number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the Secretary thereof, in writing.

(3) If any contribution 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.

op die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, die werkgewersorganisasie en die vakverenigings gestuur word.

(4) Die Komitee moet alle inkomste van die Fonds invorder en in ontvangs neem en alle geld aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word, en onttrekkings uit die Fonds moet geskied by wyse van tjeks onderteken deur sodanige persone as wat van tyd tot tyd deur die Raad daartoe gemagtig word, en mede-onderteken deur die Sekretaris van die Fonds.

(5) Indien 'n geskil te eniger tyd ontstaan aangaande die administrasie van die Fonds waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak na die Raad vir beslissing verwys word.

(6) Enige geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

- (a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe of banke, en/of
- (b) Poskantoor spaarrekenings of -sertifikate, en/of
- (c) Staatseffekte van die Republiek van Suid-Afrika of effek van plaaslike owerhede en/of die Elektrisiteitsvoorsieningskommissie, en/of
- (d) Nasionale Spaarsertifikate, of
- (e) op enige ander manier wat deur die Registrateur goedgekeur word.

3. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—

(a) uit alle werknemers, uitgesonderd los werknemers, in die Nywerheid vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word;

(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in klousule 4 van hierdie Hoofdstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ingevolge klousule 5 van hierdie Hoofdstuk ontvang het.

4. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke fondswaek, van die loon van elke en iedere lid in sy diens, die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet geen bydraes betaal word as 'n lid slegs twee dae of minder gedurende enige fondswaek werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging, asook vir vakansies met besoldiging, asof die betrokke lid by sy werk aanwesig was op die normale manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlikse sluiting.

(2) (a) Die werkgewer moet maandeliks die totale bydraes wat in subklousule (1) van hierdie klousule gemeld word, tesame met 'n opgawe in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, aanstuur sodat dit die Sekretaris bereik voor of op die 10de dag van die maand wat volg op die maand waarin aftrekkings van die lid se loon gedoen moet word.

(b) As dit nog nie ten opsigte van huidige werknemers gedoen is nie, maar in alle geval wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste opgawe in paragraaf (a) hiervan gemeld, wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres, identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

(c) As hy dit nog nie reeds gedoen het nie maar in iedere geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgewer in kennis stel van sy adres en identiteitsnommer en die adres en identiteitsnommer, as dit bekend is, van sy afhanklike(s). Elke lid moet sy werkgewer verwittig van enige adresverandering van sy afhanklike(s) en elke werkgewer moet die Sekretaris skriftelik daarvan kennis gee.

(3) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) 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—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.

(5) From the weekly contributions received from the employee who is a member of either of the trade union which is a party to this Agreement and his employer, who is a member of the employers' organisation which is a party to this Agreement respectively, the Fund shall divert to—

(a) the Transvaal Bedding Workers' Sick Benefit Society embodied in Chapter III of this Agreement, such subscriptions as are prescribed in clause 7 of Chapter III of this Agreement; and

(b) the Mortality Benefit Association embodied in Chapter IV of this Agreement, such subscriptions as are prescribed in clause 4 of Chapter IV of this Agreement.

5. BENEFITS

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

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

(b) upon retirement from the Industry owing to—

(i) old age; or

(ii) incapacity, ill-health or infirmity and if 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 4 of this Chapter a member referred to in subclause (1) (a) hereof shall be entitled to the following benefits:

(i) If he has been a member for a period not exceeding five years the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member.

(ii) If he has been a member for a period in excess of five years but not exceeding 10 years, the total amount contributed by him plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member.

(iii) If he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of that member.

(iv) If he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (iv) hereof: Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.

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

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

(c) Upon payment to a member of all benefits accrued to him in terms of this Chapter the balance of the employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter.

(4) (a) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay an amount equal to the aggregate amount of his own and the employer's contributions contributed in respect of such member plus interest and bonuses credited thereto in terms of clause 6 of this Chapter to the dependant(s), and the estate of a deceased member shall have no claim against the Fund.

(4) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig kan word.

(5) Van die weeklikse bydrae ontvang van die werknemer wat lid is van enigeen van die vakverenigings wat 'n party by hierdie Ooreenkoms is, en van sy werkgever wat lid is van die werkgewers-organisatie wat 'n party by hierdie Ooreenkoms is, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Transvaalse Beddegoedwerkers, soos beliggaam in Hoofstuk III van hierdie Ooreenkoms, sodanige ledegelde oordra as wat in klousule 7 van Hoofstuk III van hierdie Ooreenkoms voorgeskryf word; en

(b) aan die Sterftebystandsvereniging, soos beliggaam in Hoofstuk IV van hierdie Ooreenkoms, sodanige ledegelde oordra as wat in klousule 4 van Hoofstuk IV van hierdie Ooreenkoms voorgeskryf word.

5. BYSTAND

(1) 'n Lid is soos volg geregtig op die betaling van die bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het:

(a) Na 12 opeenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Komitee daarvan oortuig dat die lid buite die Nywerheid vir minstens 12 opeenvolgende maande gewerk het: Met dien verstande dat die Komitee, onder buitengewone omstandighede en uitsluitlik na eie goedvinde, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie opeenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid en 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gelewer het wat die Komitee tevrede stel.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is 'n lid wat in subklousule (1) (a) hiervan gemeld word, geregtig op ondervermelde bystand:

(i) As hy hoogstens vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 50 persent van die totale som van die werkgewer se bydraes en rente waarmee dié lid gekrediteer is.

(ii) As hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 60 persent van die totale som van die werkgewer se bydraes en rente waarmee dié lid gekrediteer is.

(iii) As hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 75 persent van die totale som van die werkgewer se bydraes en rente waarmee dié lid gekrediteer is.

(iv) As hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus die totale som van die werkgewer se bydraes en rente waarmee dié lid gekrediteer is.

(b) 'n Lid wat in subklousule (1) hiervan gemeld word, moet, behoudens klousule 4 (5) van hierdie Hoofstuk, die bystand betaal word wat in subklousule (2) (a) (iv) hiervan voorgeskryf word: Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgeleë word.

(3) (a) Aansoek om bystand moet skriftelik gedoen word in die vorm wat deur die Komitee voorgeskryf word.

(b) Wanneer 'n lid na die Nywerheid terugkeer voordat betaling gedoen is op 'n aansoek om onttrekking van bystand, vervel die aansoek outomaties en word bydraes onmiddellik hervat.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het, word die saldo van die werkgewer se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 1 (2) (e) van hierdie Hoofstuk geregtig geword het.

(4) (a) By bewyslewing, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, betaal die Fonds aan die afhanklike(s) 'n bedrag gelyk aan die totale bedrag van sy eie en die werkgewer se bydraes wat ten opsigte van sodanige lid bygedra is, plus rente en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die afgestorwe lid geen eis teen die Fonds nie.

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

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Committee shall insert an advertisement in both official languages, in three successive issues of not more than 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 last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection by the dependant(s) at an address specified by the Committee.

(e) If within a year and a day from the date of the last insertion of such advertisement as specified in paragraph (d) hereof, the dependant(s) fail to claim the benefits due to them it shall be assumed that there are no dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the dependants concerned out of the moneys which have reverted to the Fund.

(5) If a member has received a benefit to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the 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.

(6) 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 be subject to any form of execution under a judgment or order of a court of law.

(7) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) 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 subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(8) (a) If any benefit due and payable, other than benefits due and payable to dependants in terms of subclause (4) of this clause, is not claimed within two years from the due date thereof, the 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 benefits became due, stating the name and last known place of work of the member, the fact that certain benefits are due and calling upon such member or his dependant(s) 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 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 dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, 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" as defined in clause 3 of Chapter I of this Agreement.

(b) As die afhanklike 'n minderjarige is, moet die Komitee aan sodanige minderjarige se wetlike voog die bystand betaal wat ten bate van die minderjarige gebruik moet word.

(c) Elke werkgewer moet die Sekretaris verwittig van die dood van enige lid in sy diens. Die Sekretaris moet so gou moontlik, nadat hy inligting uit enige bron ontvang het van die dood van 'n lid, die afhanklike daarvan in kennis stel per brief of omsendbrief waarin die jongsbekende werkplek van die oorlede bydraer gemeld word, asook die feit dat bystand opgeëis kan word by 'n adres wat die Bestuurskomitee uitdruklik meld.

(d) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongsbekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie, in albei amptelike tale, plaas in drie opeenvolgende uitgawes van hoogstens drie dagblaie wat in die Republiek van Suid-Afrika sirkuleer, waarvan een 'n nuusblad moet wees wat sirkuleer in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die laas bekende werkplek van die oorlede lid en die bekende naam/nam van afhanklikes en hul jongsbekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvoering deur die afhanklike(s) by 'n adres wat die Komitee uitdruklik meld.

(e) As die afhanklike(s) binne 'n jaar en 'n dag vanaf die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) hiervan gespesifiseer, versuim om die bystand wat aan hulle verskuldig is, op te eis, moet veronderstel word dat daar geen afhanklike(s) is nie en moet sodanige bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Komitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na sy eie uitsluitlike en absolute goedvinde bedrae aan die betrokke afhanklikes te betaal uit die geld wat aan die Fonds teruggeval het.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos uiteengesit in klousule 4 (4) van hierdie Hoofstuk nie, is hy daarvoor aanspreeklik om die bedrag van die bystand aldus ontvang aan die Fonds terug te betaal: Met dien verstande dat as die Komitee dit in enge besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goedvinde die terugbetaling van enige kleiner bedrag kan eis of die lid die hele bedrag kwytsteld.

(6) Behoudens soos bepaal in hierdie klousule mag geen bystand of reg op bystand gesedeer, oorgedra, afgestaan of andersins oorgemaak word nie, of verpand of verhipotekteer word nie, en geen bydrae deur 'n lid of namens 'n lid gedoen, is vatbaar vir beslaglegging of onderhewig aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n geregtshof nie.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van enige lid of sy afhanklikes om skadeloosstelling of sakdevergoeding te eis ten opsigte van werkmanne wat beseer is, of wat sterf as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy diens nie, en die bedrag betaalbaar ingevolge hierdie subklousule mag nie verminder word as gevolg van sodanige eis nie.

(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) van hierdie klousule, nie opgeëis word nie binne twee jaar vanaf die datum waarop dit verskuldig geword het, moet die Komitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie opeenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika sirkuleer, waarvan een 'n nuusblad moet wees wat sirkuleer in die gebied waarin die lid aan wie die bystand verskuldig is, normaalweg woonagtig was op die tydstop waarop sodanige bystand verskuldig geword het, en in sodanige advertensie moet die naam en jongsbekende werkplek van die lid genoem word, asook die feit dat sekere bystand verskuldig is, en moet sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, sodanige bedrae betaal wat nie die volle bystand oorskry wat aan die lid verskuldig is nie, soos hy goedvind: Met dien verstande dat sodanige betaling gedoen moet word aan afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I van hierdie Ooreenkoms.

(b) 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 moneys which the Fund has become entitled to in terms of clause 1 (2) (e) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall however, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion, to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund.

6. INTEREST AND BONUSES

(1) As at 28 February of each year, the surplus (if any) shall be obtained by deducting the total of—

- (a) the expenses of the administration of the Fund up to and including 28 February of that year;
- (b) any interest credited to members who received benefits during that year; and
- (c) such moneys as are referred to in subclause (4) hereof; from the sum of the following accruals during the previous year:
 - (i) Interest from investments;
 - (ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;
 - (iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and
 - (iv) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1) hereof, each member shall be entitled to interest on the amount standing to his credit and the amount in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Committee.

(3) (a) If, in the opinion of the Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) hereof from the surplus referred to in the said subclause the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amounts standing to the credit in the Fund of member's own contribution accounts as at 28 February. The percentage thus ascertained shall thereupon be multiplied by the total amount standing to the credit of the member's own contribution account and the figures so obtained shall be his bonus.

(b) The Committee shall have the right to reduce the percentage referred to in paragraph (a) hereof to the nearest convenient percentage and/or fraction thereof for purposes of calculation and to carry forward to the following year any balance left over after allocation of bonuses.

(c) For the purpose of this clause every member of the Fund shall receive interest and bonuses, in terms of subclauses (2) and (3) of this clause, irrespective of whether the amount standing to his account has become due and payable, or is subject to an application for withdrawal, or is subject to any of the procedures prescribed for the invitation of claims or forfeiture.

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3), respectively, of this clause, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 28 February, a member shall be entitled to interest from 28 February, immediately prior to the date of payment, to such date of payment. The rate of interest shall be the rate determined by the Committee in terms of subclause (2) of this clause.

(4) The 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.

CHAPTER III

1. TRANSVAAL BEDDING WORKERS' SICK BENEFIT SOCIETY

(1) The "Transvaal Bedding Workers' Sick Benefit Society" established in terms of the Agreement published under Government Notice 495 of 24 March 1961, is hereby continued.

(2) The moneys of the Society shall consist of—

- (a) moneys standing to the credit of the Society as at the date of coming into operation of this Agreement;
- (b) the subscriptions diverted to the Society in terms of clause 4 (5) of Chapter II of this Agreement;

(b) As geen eis binne die voorgeskrewe tydperk van 'n lid of sy afhanklikes ontvang is nie, word die bystand aan die Fonds verbeur as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande, egter, dat die Bestuurskomitee ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, na sy uitsluitlike en absolute goedvinde die bevoegdheid het om bedrae te betaal aan die betrokke lid of begunstigdes uit die geld wat aan die Fonds teruggeval het.

6. RENTE EN BONUSSE

(1) Op 28 Februarie elke jaar moet die surplus (as daar een is) verkry word deur die totale bedrag van—

- (a) die uitgawes van die administrasie van die Fonds tot en met 28 Februarie van daardie jaar;
 - (b) enige rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en
 - (c) sodanige bedrae as wat in subklousule (4) hiervan gemeld word;
- af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeloop het, naamlik:
- (i) Rente uit beleggings;
 - (ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;
 - (iii) alle geld in klousule 1 (2) (e) van hierdie Hoofstuk gemeld; en
 - (iv) enige saldo oorgebring na die toewysing van rente en bonusse.

(2) Ingeval 'n surplus verkry word op die wyse voorgeskryf in subklousule (1) hiervan, is elke lid geregtig op rente op die bedrag wat in sy krediet staan, en die bedrag in die Fonds wat in die krediet van sy werkgever staan, word met 'n gelyke bedrag aan rente verhoog. Die rentekoers word deur die Komitee vasgestel.

(3) (a) As daar, na die mening van die Komitee, 'n groot genoeg saldo oorbly nadat die totale bedrag aan rente, gekrediteer ingevolge subklousule (2) hiervan, afgetrek is van die surplus gemeld in genoemde subklousule, word die bedrag wat in die krediet van die lid staan, verhoog by wyse van 'n bonus wat op die volgende wyse bereken word:

Gemelde saldo word vasgestel as 'n persentasie van die totale bedrae wat in die krediet van lede se eie bydraerekenings in die Fonds op 28 Februarie staan. Die persentasie aldus vasgestel, word daarna vermenigvuldig met die totale bedrag wat in die krediet van die lid se eie bydraerekening staan en die resultaat aldus verkry, is dan sy bonus.

(b) Die Komitee het die bevoegdheid om die persentasie gemeld in paragraaf (a) hiervan vir berekeningsdoeleindes te verminder tot die naaste gerieflike persentasie en/of breuk daarvan en om enige saldo wat oorbly na die toewysing van bonusse na die volgende jaar oor te dra.

(c) Vir die toepassing van hierdie klousule ontvang elke lid van die Fonds rente en bonusse ooreenkomstig subklousules (2) en (3) van hierdie klousule, ongeag of die bedrag wat in sy rekening staan, verskuldig geword het en betaalbaar is of onderhewig is aan 'n aansoek om onttrekking, of onderhewig is aan enige van die prosedures voorgeskryf vir aansoeke om eise, of verbeuring.

(d) Na die toewysing van rente en bonusse ingevolge onderskeidelik subklousules (2) en (3) van hierdie klousule, en ingeval hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand vir die eersvolgende 28 Februarie, is 'n lid geregtig op rente vanaf 28 Februarie, onmiddellik voor die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2) van hierdie klousule.

(4) Die Komitee herstel lede se bystand wat verbeurd verklaar is weens geen fout van hul kant nie, as gevolg van foute in opgawes van werkgevers of persoonsverwarring deur die administrasie van die Fonds.

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSAP VIR TRANSVAALSE BEDDEGOEDWERKERS

(1) Die "Siektebystandsvereniging vir Transvaalse Beddegoedwerkers", ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 495 van 24 Maart 1961, word hierby voortgesit as die "Siektebystandsgenootskap vir Transvaalse Beddegoedwerkers".

(2) Die gelde van die Genootskap bestaan uit—

- (a) geld wat in die krediet van die Genootskap staan op die datum waarop hierdie Ooreenkoms van krag word;
- (b) die ledelgelde wat kragtens klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Genootskap oorgedra word;

(c) interest derived from the investment of any moneys of the Society; and

(d) any other moneys to which the Society may become entitled or which may be donated to the Society.

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing, in accordance with the provisions of this Chapter of this Agreement and the regulations, members and, subject to clause 5 of this Chapter, their dependant(s) with medical, surgical, dental, 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 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 Medical 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 afore-mentioned 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;

(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, dentist, pharmacist or any other person for the supply of services, optical requirements, medicines, dentures, dressings and drugs;

(e) acquire movable and, subject to the approval of the Registrar, acquire immovable property and/or erect and/or maintain buildings;

(f) 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 in this Chapter of the Agreement.

3. MEMBERSHIP

(1) (a) Membership of the Society shall be continued and compulsory for—

(i) only members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade unions and who are employed by members of the employers' organisation;

(ii) learners.

(b) Notwithstanding the provisions of subclause (a) hereof membership shall further, at the discretion of the Medical Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the subscriptions provided for in clause 4 of Part II of this Agreement.

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

(3) Members who retire from the Industry owing to old age or physical inability as substantiated by a medical certificate after 20 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 Medical Committee may from time to time prescribe.

(4) The provisions of this clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.

4. MEMBERS' COMPLAINTS

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

(2) Complaints against medical personnel shall be lodged with the Medical Committee, which in turn shall refer the said complaints to a Committee appointed to investigate such complaint consisting of persons appointed from the members of the first named Committee together with the Chief Medical Officer. The investigating Committee shall thereupon report its findings to the Medical Committee.

(c) rente verkry uit die belegging van enige geld van die Genootskap; en

(d) enige ander geld waarop die Genootskap geregtig kan word of wat aan die Genootskap geskenk word.

2. DOELSTELLINGS

(1) Die doel van die Genootskap is om fondse in te samel en in stand te hou deur middel van ledegeld, bydraes en skenkings om ingevolge hierdie Hoofstuk van hierdie Ooreenkoms en die regulasies lede en, behoudens klousule 5 van hierdie Hoofstuk, hul afhanklikes, te voorsien van mediese, chirurgiese, tandheelkundige en oftalmiese ondersoeke en behandelings, medisyne, verbande, geriewe, behandeling in hospiale of verpleeginrigtings wanneer vry beddens in 'n hospitaal, ooreenkomstig die betrokke Provinsiale Ordonnansie, onverkrygbaar is en laasgenoemde geval dringend is; om lede te voorsien van siektebesoldiging en sodanige ander bystand en hulp as wat van tyd tot tyd deur die Mediese Komitee bepaal word en om stappe te doen vir die voorkoming van siekte en die verbetering en bevordering van die gesondheid van lede en hul afhanklikes.

(2) In verband met die verwesenliking van bogenoemde doelstellings kan die Genootskap—

(a) kontrakte aangaan met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wenslik ag, asook hulle retineer of in diens neem;

(b) enige hospitaal, verpleeginrigting, hersteloor of 'n dergelike inrigting of enige spreekkamer of apteek instel en/of dryf;

(c) kontrakte aangaan met enige hospitaal, verpleeginrigting, hersteloor of 'n dergelike inrigting vir die versorging van lede en hul afhanklikes;

(d) kontrakte aangaan met enige oogkundige, tandarts, farmaseut of enige ander persoon vir die verskaffing van dienste, oogkundige benodighede, medisyne, kunsgebitte, verbande en drogerie;

(e) roerende en, behoudens die goedkeuring van die Registrateur, vaste eiendom verkry en/of geboue oprig en/of in stand hou;

(f) amalgameer of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wie se doelstellings geheel en al of gedeeltelik soortgelyk is aan dié van die Genootskap.

(3) Verder kan die Genootskap al sodanige ander dinge doen as wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling, of wat voortvloei uit enige van die bevoegdhede of funksies in hierdie Hoofstuk van die Ooreenkoms gemeld.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Genootskap word voortgesit en is verpligtend—

(i) slegs vir lede van die Fonds voortgesit kragtens Hoofstuk II van hierdie Ooreenkoms wat lede van die vakverenigings is en in diens is by lede van die werkgewersorganisasie;

(ii) vir leerlinge.

(b) Ondanks subklousule (a) hiervan staan lidmaatskap verder oop, na goedvinde van die Mediese Komitee, vir enige ander persone wat in die Nywerheid werksaam is, met uitsondering van los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die ledegeld te betaal waarvoor in klousule 4 van Deel II van hierdie Ooreenkoms voorsiening gemaak word.

(2) Lidmaatskap van die Genootskap eindig sodra 'n lid die Nywerheid verlaat, ongeag enige ledegeld wat reeds betaal is.

(3) Lede wat uit die Nywerheid aftree weens hoë ouderdom of liggaamlike ongeskiktheid, soos gestaaf deur 'n mediese sertifikaat, na 20 jaar diens, of weduwees van oorlede lede, kan toegelaat word om steeds deel te hê aan die bystand wat die Genootskap bied, op sodanige voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd kan voorskryf.

(4) Hierdie klousule is nie van toepassing op persone wat in die Nywerheid werksaam is en wat afhanklikes van lede van hierdie of enige ander mediese skema is nie.

4. LEDE SE KLAGTES

(1) Enige klag teen die Mediese Komitee of enige beampte of dienaar daarvan moet skriftelik gerig word aan die Raad, wat die bevoegdheid het om 'n oordeel te vel en wie se beslissing afdoende is.

(2) Klagtes teen mediese personeel moet by die Mediese Komitee ingedien word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek, 'n komitee bestaande uit persone uit eersgenoemde Komitee se geledere aangestel, tesame met die Hoof-Mediese Beampte. Die Komitee van Ondersoek moet daarna sy bevindings aan die Mediese Komitee voorleë.

5. 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 16 years (including legally adopted children) subject to such proof as the Medical Committee may require of their being wholly dependent on such member;

(b) any other person who at the discretion of the Medical Committee is wholly dependent on a member.

Provided that a person referred to in (a) and (b) above—

(i) shall not be admitted as a dependent of any member unless such person has passed a medical examination to the satisfaction of the Medical Committee;

(ii) shall not be entitled to admission as a dependent of a learner during the first two periods of the latter's learnership;

(iii) who is in receipt of old age or any pension not exceeding R18 per month, and children under the age of 16 years who are in receipt of an income of R18 per month or less may, at the discretion of the Medical Committee, be considered as wholly dependent;

(iv) shall normally reside with the member concerned: Provided that in special cases the Medical 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 of South Africa.

6. MEMBERSHIP CARDS

(1) 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 Chapter and for which the Society may be liable in whole or in part.

(2) Members shall advise the Secretary of the Society within 30 days of—

(a) any change in the marital status 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 16 years of age, or the marriage of a dependant;

(d) a dependant becoming the recipient of a wage or pension exceeding R18 (eighteen rand) per month;

(e) a change of address;

(f) a change of panel doctor.

(3) In the case of (a) or (b) of subclause (2) hereof, the marriage or birth certificate and/or evidence of legal adoption must be produced.

(4) Membership cards shall be issued free in the first instance but if a card is lost, a fee of R1 (one rand) shall be paid to the Society by the member concerned for its replacement.

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

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

(7) The Society shall advise the member's panel doctor of any change in the member's particulars supplied to the Society in terms of subclause (2) hereof.

7. SUBSCRIPTIONS

(1) Subscriptions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II of this Agreement and prescribed in the relevant columns of Appendix A thereto as follows:

(a) Members whose ordinary weekly wage is R15,40 per week or more and major learners, R2 per week made up of R1 from the contributions of the member and R1 from the contributions of the employer.

(b) Members whose ordinary wage is R12,15 per week or more but less than R15,40 per week and minor learners, 90c per week made up of 45c from the contributions of the member and 45c from the contributions by the employer.

(2) Subscriptions by other than compulsory members shall be R2 per week payable monthly in advance to the Secretary of the Society.

8. BENEFITS

(1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks contributions to the Society.

(2) All members and dependants who are resident within any area in which a doctor has been appointed by the Medical Committee shall be required to utilise the services of such doctor,

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone word op die voorwaardes hieronder uiteengesit as afhanklikes van 'n lid toegelaat:

(a) 'n Lid se vrou, en 'n lid se kinders onder die ouderdom van 16 jaar (met inbegrip van wettig aangenome kinders), behoudens sodanige bewys as wat die Mediese Komitee kan vereis aangaande die vraag of hulle geheel en al van sodanige lid afhanklik is;

(b) enige ander persoon wat na goedvinde van die Mediese Komitee geheel en al van 'n lid afhanklik is.

Met dien verstande dat 'n persoon gemeld in (a) en (b) hierbo—

(i) nie toegelaat word as 'n afhanklike van enige lid nie, tensy sodanige persoon medies gekeur is tot tevredenheid van die Mediese Komitee;

(ii) nie geregtig is op toelating as 'n afhanklike van 'n leerling gedurende die eerste twee tydperke van laasgenoemde se leerlingskap nie;

(iii) wat ouderdoms- of enige ander pensioen ontvang van hoogstens R18 per maand, en kinders onder die ouderdom van 16 jaar wat 'n inkomste van R18 per maand of minder het, na goedvinde van die Mediese Komitee, as geheel en al afhanklik geag kan word;

(iv) gewoonlik by die betrokke lid inwoon: Met dien verstande dat die Mediese Komitee in spesiale gevalle, op sodanige voorwaardes as wat hy van tyd tot tyd kan bepaal, persone wat nie aldus inwoon nie as afhanklikes kan toelaat, mits hulle in die Republiek van Suid-Afrika woonagtig is.

6. LIDMAATSKAPKAARTE

(1) Aan elke lid word 'n kaart uitgereik as bewys van lidmaatskap. Op versoek moet hierdie kaart getoon word aan enige persoon wat aan 'n lid of afhanklike ooreenkomstig hierdie Hoofstuk dienste lewer waarvoor die Genootskap geheel en al of gedeeltelik aanspreeklik is.

(2) Lede moet die Sekretaris van die Genootskap binne 30 dae in kennis stel van—

(a) enige verandering in die huwelikstaats van 'n lid;

(b) die geboorte van 'n kind aan 'n lid se vrou of die wetlike aanneming van 'n kind deur 'n lid;

(c) die dood, die bereiking van die ouderdom van 16 jaar, of die huwelik van 'n afhanklike;

(d) die feit dat 'n afhanklike 'n loon of pensioen van meer as R18 (agtien rand) per maand begin ontvang;

(e) verandering van adres; en

(f) verandering van paneeldokter.

(3) In die geval van (a) of (b) van subklousule (2) hiervan moet die huwelik- of geboortesertifikaat en/of bewys van wetlike aanneming ingedien word.

(4) Lidmaatskapkaarte moet in eerste instansie gratis uitgereik word maar as 'n kaart verlore raak, moet R1 (een rand) deur die betrokke lid aan die Genootskap vir die vervanging van die kaart betaal word.

(5) 'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goedvinde van die Komitee gedoen word.

(6) Lidmaatskapkaarte bly te alle tye die eiendom van die Genootskap en moet by beëindiging van lidmaatskap aan die Genootskap terugbesorg word.

(7) Die Genootskap moet die lid se paneeldokter in kennis stel van enige verandering in die lid se besonderhede wat kragtens subklousule (2) hiervan aan die Genootskap verstrekk is.

7. LEDEGELDE

(1) Ledegelde deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes bepaal in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms en voorgeskryf in die betrokke kolom van Aanhangsel A daarvan, en wel soos volg:

(a) Lede wie se gewone loon R15,40 per week of meer is en meerderjarige leerlinge, R2 per week, bestaande uit R1 uit die bydraes van die lid en R1 uit die bydraes van die werkgewer.

(b) Lede wie se gewone loon R12,15 per week of meer maar minder as R15,40 per week is, en minderjarige leerlinge, 90c per week, bestaande uit 45c uit die bydraes van die lid en 45c uit die bydraes van die werkgewer.

(2) Ledegelde deur ander lede as verpligte lede betaal, is R2 per week wat maandeliks vooruit aan die Sekretaris van die Genootskap betaalbaar is.

8. BYSTAND

(1) Ondanks andersluidende bepalings hierin word lede en hul afhanklikes nie geregtig op enige bystand waarvoor in hierdie klousule voorsiening gemaak word nie, tensy sodanige lede minstens 13 weke lank bydraes aan die Genootskap betaal het.

(2) Van alle lede en afhanklikes wat woonagtig is binne enige gebied waarin 'n dokter deur die Mediese Komitee aangestel is, word vereis om gebruik te maak van die dienste van sodanige

and all members and dependants shall also be required to utilise the services of chemists with whom the Medical Committee has contracted for the dispensing of prescriptions.

(3) The Medical Committee shall have the power to declare the treatment of any chronic ailment, from which a member or dependant is suffering to be no longer a liability of the Society after a period of 26 weeks of treatment and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of four weeks.

(4) A member and his dependants shall be entitled to the following benefits:

(a) Medical attendance (excluding confinements or complications arising therefrom).

(b) Specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society, or his deputy.

(c) Operations (if performed by the Society's surgeons or with their approval), but excluding operations referred to in clause 10 of this part of the Agreement.

(d) Medical dressings and such medicines and/or drugs as may be decided upon by the Medical Committee, provided that the member shall pay 25 per cent of the total cost of such medicines and drugs.

(e) Optical services, other than those provided for in paragraph (j), as may be decided by the Medical Committee.

(f) At the entire discretion of the Medical Committee to an ex gratia contribution towards medical expenses—

(i) whilst journeying in any Province of the Republic of South Africa, or

(ii) whilst temporarily resident in an area other than the area where he is usually resident.

(g) Hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable).

(h) Such other services as may from time to time be introduced by the Medical Committee.

(i) Sick pay in the case of a member only in terms of clause 9 of this Chapter.

(j) Cost of spectacles in respect of a member and/or his dependants subject to—

(i) a maximum of R25 once every two years where the member earns up to R30 per week; or

(ii) a maximum of R50 once every two years where a member earns between R30,01 per week and R45 per week; or

(iii) a maximum of R75 once every two years where a member earns R45,01 per week and more.

(k) Cost of dentures in respect of a member and/or his dependants subject to—

(i) a maximum of R50 once every five years where the member earns up to R30 per week; or

(ii) a maximum of R75 once every five years where the member earns between R30,01 per week and R45 per week; or

(iii) a maximum of R100 once every five years where the member earns R45,01 per week and more.

(l) Eighty per cent of the tariff laid down in terms of the Medical Schemes Act, 1967, as amended, in respect of dental examination, treatment and surgery up to a maximum of R50 per annum; provided that gold and other fillings will be paid for at the rate of ordinary fillings (i.e. cement, silicate or similar alloy) and provided further that the cost of crowning and bridging shall not be a charge upon the Society.

9. SICK-PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations be entitled to sick-pay during any 12 calendar months as laid down in the following table during the first five ordinary working days of such absence:

AMOUNTS OF SICK PAY TO BE PAID

Number of ordinary working days absent through illness	Number of days' sick-pay which is paid	Sick-pay based on weekly wage up to R15,39	Sick-pay based on weekly wage between R15,40 and R30	Sick-pay based on weekly wage between R30,01 and R45	Sick-pay based on weekly wage of R45,01 and more
1	—	R —	R —	R —	R —
2	—	—	—	—	—
3	1	2	3	4	5
4	2	4	6	8	10
5	3	6	9	12	15

dokter, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die dienste van aptekers met wie die Mediese Komitee 'n kontrak aangegaan het vir die opmaak van voorskrifte.

(3) Die Mediese Komitee het die bevoegdheid om te verklaar dat die behandeling van enige chroniese siekte waaraan 'n lid of afhanklike ly na behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie en om bystand ten opsigte van werklose lede op te skort wat vir 'n tydperk van vier weke nie bydraes aan die Genootskap betaal het nie.

(4) 'n Lid en sy afhanklikes is geregtig op die volgende bystand:

(a) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortspruit).

(b) Spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof- Mediese Beampste van die Genootskap of sy plaasvervanger.

(c) Operasies (as dit uitgevoer word deur die Genootskap se chirurgie of met hul toestemming), maar uitgesonderd operasies gemeld in klousule 10 van hierdie deel van die Ooreenkom.

(d) Mediese verbande en sodanige medisyne en/of drogerie waarvoor die Mediese Komitee kan besluit, met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en drogerie betaal.

(e) Oogkundige dienste, uitgesonderd dié in paragraaf (j) bepaal, soos die Mediese Komitee besluit.

(f) Na die uitsluitlike goeddunke van die Mediese Komitee, 'n ex gratia-bydrae tot mediese koste—

(i) terwyl hulle in enige provinsie van die Republiek van Suid-Afrika reis, of

(ii) terwyl hulle tydelik woon in 'n ander gebied as die gebied waarin hulle gewoonlik woonagtig is.

(g) Akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal onverkrygbaar is).

(h) Sodanige ander dienste as wat van tyd tot tyd deur die Mediese Komitee ingestel word.

(i) Siektebesoldiging in die geval van 'n lid slegs kragtens klousule 9 van hierdie Hoofstuk.

(j) Koste ten opsigte van brille van 'n lid en/of sy afhanklikes, behoudens—

(i) 'n maksimum van R25 een maal elke twee jaar wanneer die lid tot R30 per week verdien; of

(ii) 'n maksimum van R50 een maal elke twee jaar wanneer die lid tussen R30,01 per week en R45 per week verdien; of

(iii) 'n maksimum van R75 een maal elke twee jaar wanneer 'n lid R45,01 per week en meer verdien.

(k) Die koste van kunsgebitte ten opsigte van 'n lid en/of sy afhanklikes, behoudens—

(i) 'n maksimum van R50 een maal elke vyf jaar wanneer die lid tot R30 per week verdien; of

(ii) 'n maksimum van R75 een maal elke vyf jaar wanneer die lid tussen R30,01 per week en R45 per week verdien; of

(iii) 'n maksimum van R100 een maal elke vyf jaar wanneer die lid R45,01 per week en meer verdien.

(l) Tagtig persent van die tarief bepaal kragtens die Wet op Mediese Skemas, 1967, soos gewysig, ten opsigte van tandheelkundige ondersoek, behandeling en chirurgie tot 'n maksimum van R50 per jaar: Met dien verstande dat vir goud- en ander vulsels betaal sal word teen die prys van gewone vulsels (d.w.s. sement, silikaat of dergelike allooï), en voorts met dien verstande dat die koste van kroning en brugwerk nie die Genootskap ten laste kom nie.

9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk weg te bly, is, behoudens klousules 3 en 5 van die regulasies, geregtig op siektebesoldiging gedurende enige 12 kalendermaande, soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdae van sodanige afwesigheid:

SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Getal gewone werkdag afwesig weens siekte	Getal dae waarop siektebesoldiging betaal word	Siektebesoldiging gebaseer op weekloon tot R15,39	Siektebesoldiging gebaseer op weekloon tussen R15,40 en R30	Siektebesoldiging gebaseer op weekloon tussen R30,01 en R45	Siektebesoldiging gebaseer op weekloon van R45,01 en meer
1	—	R —	R —	R —	R —
2	—	—	—	—	—
3	1	2	3	4	5
4	2	4	6	8	10
5	3	6	9	12	15

Should a member's period of absence through sickness exceed five working days he shall be paid sick-pay for each working day of absence through sickness not exceeding a further 35 working days at the daily rate reflected in the Schedule below:

Ordinary earnings per week according to Council records	Daily rate of sick-pay
	R
Employees earning up to R15,39.....	2,00
Employees earning between R15,40 and R30.....	3,00
Employees earning between R30,01 and R45.....	4,00
Employees earning R45,01 and more.....	5,00

Saturday and Sunday and paid public holidays shall for purposes of sick-pay calculations not be considered to be working days.

Sick-pay shall only be payable to a member upon presentation to the Society of a completed official Sick-Pay Medical Certificate prescribed in Annexure A of the regulations.

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services 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, indulgence in alcohol or intoxicating liquor, or the misuse of 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 Medical 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 arising from assaults or motor accidents where a certified police report is not submitted to the Society;

(e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(f) sickness whilst on military service or for which the military authorities have accepted responsibility;

(g) operations of choice;

(h) the supply of patent medicines and such antibiotics as may be determined by the Medical Committee;

(i) special treatments recommended by persons other than a registered medical practitioner;

(j) maternity and/or obstetrical cases and/or sequelae;

(k) mental ailments;

(l) venereal disease;

(m) heart operations which in the opinion of the Medical Committee will involve the Society in unreasonable expense;

(n) accounts submitted for payment more than four months after the date on which such liabilities were incurred.

(2) If at any time the amount to the credit of the Society drops below a third of the previous year's annual expenditure on benefits to members, or R10 000, whichever amount is the greater, payment in terms of clause 8 of this Chapter shall cease and shall not be resumed until the amount to the credit of the Society exceeds the value of the claims on hand, plus R10 000 or a third of the previous year's annual expenditure on benefits, whichever is the greater amount.

11. MEDICAL TREATMENT

The Medical 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.

As 'n lid se tydperk van afwesigheid weens siekte langer as vyf werkdag duur, moet hy siektebesoldiging betaal word vir elke werkdag van afwesigheid weens siekte, van hoogstens 'n verdere 35 werkdag teen die dagtarief in die Bylae hieronder gemeld:

Gewone verdienste per week volgens Raad se registers	Dagtarief van siektebesoldiging
	R
Werknemers wat tot R15,39 verdien.....	2,00
Werknemers wat tussen R15,40 en R30 verdien.....	3,00
Werknemers wat tussen R30,01 en R45 verdien.....	4,00
Werknemers wat R45,01 en meer verdien.....	5,00

Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdag geag nie. Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siektebesoldiging wat in Aanhangsel A van die regulasies voorgeskryf word.

10. BEPERKING VAN BYSTAND

(1) Sonder benadeling van klousules 8 en 9 van hierdie Hoofstuk is dienste wat deur lede en hul afhanklikes vereis word in verband met enigeen van die volgende nie 'n aanspreeklikheid van die Genootskap nie:

(a) Enige siekte wat voortspruit uit wanordelike gedrag, wan-gedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van drogerie of iets dergeliks;

(b) voortdurende van siekte in gevalle waar 'n lid of afhanklike weier om enige redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(c) enige toevallige of opsetlike besering wat na die mening van die Mediese Komitee nie die Genootskap ten laste behoort te kom nie, of enige toevallige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is, tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings as gevolg van aanranding of motorongelukke waar 'n gesertifiseerde polisieverlag nie aan die Genootskap voorgelê word nie;

(e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgewer voorsiening vir behandeling maak;

(f) siekte tydens militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;

(g) operasie uit eie keuse;

(h) die verskaffing van patentmedisyne en sodanige antibiotika as wat die Mediese Komitee kan bepaal;

(i) spesiale behandelings wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word;

(j) kraam- en/of verloskundige gevalle en/of sekswela;

(k) geestesiektes;

(l) geslagsiektes;

(m) hartoperasies wat na die mening van die Mediese Komitee die Genootskap onredelik baie sal kos;

(n) rekenings wat meer as vier maande na die datum waarop die aanspreeklikheid aangegaan is, vir betaling voorgelê word.

(2) As die bedrag in die krediet van die Genootskap benede een-derde van die vorige jaar se jaarlikse uitgawes aan bystand aan lede, of R10 000, daal, naamlik die grootste bedrag, word betalings kragtens klousule 8 van hierdie Hoofstuk gestaak en word dit nie hervat nie voordat die bedrag in die krediet van die Genootskap die waarde van die eise ter hand oorskry, plus R10 000, of een derde van die vorige jaar se jaarlikse uitgawes aan bystand, naamlik die grootste bedrag.

11. MEDIESE BEHANDELING

Die Mediese Komitee kan te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes 'n mediese ondersoek ondergaan op koste van die Genootskap deur enige dokter wat die Komitee benoem.

12. MANAGEMENT

(1) The administration and control of the Society shall be vested in a Medical Committee the members of which shall be appointed by the Council. The Secretary of the Society shall be appointed by the Council in terms of clause 4 of Chapter I of this Agreement either in an honorary or a paid capacity.

(2) The Medical Committee shall consist of six members and/or alternates of the Council (three of whom shall be employee representatives and three employer representatives), and the Chairman and Vice-Chairman of the Council who shall *ipso facto* be the Chairman and Vice-Chairman of the Medical Committee.

(3) The Council shall choose, from amongst its members and/or alternates, alternates to the principal members of the Medical Committee which it has appointed.

(4) Members and alternates of the Medical Committee shall hold office for a period of 12 months, whereafter they shall be eligible for reappointment.

(5) Should a dispute arise at any time as to the administration of the Society in regard to which members of the Medical Committee are equally divided, the matter shall be referred to the Council for a decision.

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical 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 Chapter and, in so doing, the Medical 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 Medical Committee may—

(a) 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, in the manner prescribed in clause 2 (6) of Chapter II of this Agreement; and

(b) realise, sell or otherwise dispose of or deal with any of the assets of the Society;

(c) subject to the approval of the Council, in addition, remove any member from membership of the Society—

(i) if he applied in writing for such removal; or

(ii) if it is in the interest of the Society.

14. FINANCIAL CONTROL

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

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

(4) Any moneys not required to meet current payments and expenses shall be invested in the manner prescribed in clause 2 (6) of Chapter II of this Agreement.

(5) The financial year of the Society shall end on 28 February of each year.

(6) As soon as possible after 28 February of each year the Medical Committee shall cause to be prepared a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 28 February, which shall be certified by the auditor and countersigned by the Chairman of the Society and submitted together with any report by the auditor thereon to the Council.

(7) 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.

CHAPTER IV

1. TRANSVAAL BEDDING WORKERS' MORTALITY BENEFIT ASSOCIATION

(1) The Association known as "The Transvaal Bedding Workers' Mortality Benefit Association," established in terms of the Agreement published under Government Notice 1946 of 30 November 1962, is hereby continued.

(2) The moneys of the Association shall consist of—

(a) moneys standing to the credit of the Association as at the date of coming into operation of this Agreement;

(b) the subscriptions diverted to the Association in terms of clause 4 (5) of Chapter II of this Agreement;

(c) interest derived from the investment of any moneys of the Association; and

12. BESTUUR

(1) Die administrasie en beheer van die Genootskap berus by 'n Mediese Komitee die lede waarvan deur die Raad aangestel word. Die Sekretaris van die Genootskap word deur die Raad of in 'n ere- of in 'n besoldigde hoedanigheid kragtens klousule 4 van Hoofstuk I van hierdie Ooreenkoms aangestel.

(2) Die Mediese Komitee bestaan uit ses lede of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertreterwoordigers moet wees) en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* Voorsitter en Ondervoorsitter van die Mediese Komitee is.

(3) Die Raad kies uit sy lede of plaasvervangers, plaasvervangers, vir die vernaamste verteenwoordigers van die Mediese Komitee wat hy aangestel het.

(4) Verteenwoordigers, en plaasvervangers op die Mediese Komitee, beklee hul amp vir 'n tydperk van 12 maande waarna hulle heraanstelling kan word.

(5) As 'n geskil te eniger tyd ontstaan oor die administrasie van die Genootskap waarvoor lede van die Mediese Komitee gelykop verdeel is, moet die saak na die Raad vir beslissing verwys word.

13. BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en werksaamhede van die Genootskap ooreenkomstig die bepalings van hierdie Hoofstuk en in die uitoefening van hierdie funksies doen die Mediese Komitee al sodanige stappe as wat hy nodig ag, of wat hy beskou as bevorderlik vir, of wat hom sal help in, die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

(a) van tyd tot tyd soveel geld van die Genootskap belê as wat nie onmiddellik nodig is om die verpligtings van die Genootskap na te kom nie, op die wyse voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms; en

(b) enige bates van die Genootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(c) behoudens goedkeuring van die Raad, enige lid van lidmaatskap van die Genootskap onthef—

(i) as hy skriftelik aansoek om sodanige ontheffing doen; of

(ii) as dit in belang van die Genootskap is.

14. FINANSIËLE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op naam van die Genootskap geopen word. Die Mediese Komitee het die bevoegdheid om sodanige ander bankrekenings as wat hy van tyd tot tyd nodig ag, op naam van die Genootskap te open en daarop te werk en moet die persone aanwys wat gemagtig is om op enigen van die Genootskap se bankrekenings te werk.

(2) Alle geld wat aan die Genootskap betaal word, moet sonder versuim in een van die Genootskap se bankrekenings inbetaal word.

(3) Alle koste wat aangegaan word in verband met die administrasie van die Genootskap kom ten laste van die Genootskap.

(4) Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(5) Die boekjaar van die Genootskap sluit op 28 Februarie elke jaar.

(6) So spoedig doenlik na 28 Februarie elke jaar moet die Mediese Komitee 'n staat laat opstel van alle inkomste en uitgawes van die Genootskap en 'n balansstaat wat die bates en laste toon vir die tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Genootskap medeonderteken en tesame met enige verslag deur die ouditeur daarvoor aan die Raad voorgelê moet word.

(7) Die geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word aan die Sekretaris van Arbeid, Pretoria, voorgelê word.

HOOFSTUK IV

1. STERFTEBYSTANDSVERENIGING VIR TRANSVAALSE BEDDEGOEDWERKERS

(1) Die Vereniging bekend as "Die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers", ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 1946 van 30 November 1962, word hierby voortgesit.

(2) Die gelde van die Vereniging bestaan uit—

(a) geld in die krediet van die Vereniging op die datum van die inwerkingtreding van hierdie Ooreenkoms;

(b) die ledelgelde wat kragtens klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Vereniging oorgedra word;

(c) rente verkry uit die belegging van enige geld van die Vereniging; en

(d) any other moneys to which the Association may become entitled or which may be donated to the Association.

2. OBJECTS

(1) The objects of the Association shall be to provide benefits for a dependant of a member of the Association in the event of the death of such member. For the purpose of this Chapter, "dependant" in relation to a member shall mean at the discretion of the Committee any one or more of the following:

- (a) His widow; and/or
- (b) his minor child and/or minor step-child; and/or
- (c) any other person wholly dependent upon such member, and who satisfies the Committee that he is so dependent.

(2) The Committee's decision, as to who the dependants of the deceased member are, in terms of this clause, shall subject to the approval of the Council, be final.

3. MEMBERSHIP

(1) (a) Membership of the Association shall be continued and compulsory for—

- (i) only members of the Fund continued in terms of Chapter II of this Agreement who are members of the trade unions and who are employed by members of the employers' organisation;
- (ii) learners.

(b) Notwithstanding the provisions of subclause (a) hereof membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the subscriptions provided for in clause 4 of Part II of this Agreement.

(2) Subject to the provisions of subclause (3) hereof, membership of the Association shall cease—

- (a) immediately there is a cessation of contributions in respect of such member; or
- (b) when a member severs his connection with the Industry, and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 5 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2) of this clause, membership shall not cease where the cessation of contributions is occasioned by—

- (a) a member attaining the age of 65 years;
- (b) unemployment, which in the opinion of the Committee, whose decision shall be final, was not occasioned by an unwillingness to work;
- (c) the inability of the member to work because of ill-health;
- (d) short-time.

4. SUBSCRIPTIONS

(1) The subscriptions payable in respect of each member shall be 16 cents per week and shall—

(a) in respect of a member referred to in clause 3 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II, from the contributions prescribed in clause 4 (1) (a) of Chapter II of this Agreement, and

(b) in respect of a member referred to in clause 3 (1) (b) of this Chapter, be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Association.

5. MORTALITY BENEFITS

(1) Upon the death of a member and subject to the provisions of clause 6 of this Chapter the mortality benefit payable to a dependant shall be—

(a) in the case of a deceased member who had not attained the age of 65 years and had been a member for up to 12 months: R150;

(b) in the case of a deceased member who had not attained the age of 65 years and had been a member for more than 12 months but not more than five years: R250;

(c) in the case of a deceased member who had not attained the age of 65 years and had been a member for more than five years but not more than 10 years: R500;

(d) in the case of a deceased member who had not attained the age of 65 years and had been a member for more than 10 years but not more than 20 years: R750;

(e) in the case of a deceased member who had not attained the age of 65 years and had been a member for longer than 20 years: R1 000.

(2) Depending upon such surplus as may accrue to the Association annually the Committee shall, upon the death of a member who has attained the age of 65 or more decide in

(d) enige ander geld waarop die Vereniging geregtig word of wat aan die Vereniging geskenk word.

2. DOELSTELLINGS

(1) Die doelstellings van die Vereniging is om voorsiening te maak vir bystand vir 'n afhanklike van 'n lid van die Vereniging ingeval sodanige lid te sterwe kom. Vir die toepassing van hierdie Hoofstuk beteken "afhanklike" met betrekking tot 'n lid, na die goeddunke van die Komitee, een of meer van die volgende:

- (a) Sy weduwee; en/of
- (b) sy minderjarige kind en/of minderjarige stiefkind; en/of
- (c) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee oortuig dat hy aldus afhanklik is.

(2) Behoudens goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die afgestorwe lid ingevolge hierdie klousule is, afdoende.

3. LIDMAATSKAP

(1) (a) Lidmaatskap van die Vereniging word voortgesit en is verpligtend—

- (i) slegs vir lede van die Fonds wat kragtens Hoofstuk II van hierdie Ooreenkoms voortgesit word, wat lede van die vakverenigings is en wat in diens is by lede van die werkgewersorganisasie;
- (ii) vir leerlinge.

(b) Ondanks subklousule (a) hiervan staan lidmaatskap voorts, na goeddunke van die Komitee, ook oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die ledegeld te betaal wat voorgeskryf word in klousule 4 van Deel II van hierdie Ooreenkoms.

(2) Behoudens subklousule (3) hiervan eindig lidmaatskap van die Vereniging—

- (a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of
- (b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklousule (2) van hierdie klousule eindig lidmaatskap nie wanneer bydraes gestaak word nie weens—

- (a) die bereiking deur 'n lid van die leeftyd van 65 jaar;
- (b) werkloosheid wat, na die mening van die Komitee, wie se beslissing afdoende is, nie veroorsaak is deur onwilligheid om te werk nie;
- (c) die onvermoë van 'n lid om te werk weens swak gesondheid;
- (d) korttyd.

4. LEDEGELD

(1) Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 16c per week en moet—

(a) ten opsigte van 'n lid gemeld in klousule 3 (1) (a) van hierdie Hoofstuk in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms voorgeskryf word; en

(b) ten opsigte van 'n lid gemeld in klousule 3 (1) (b) van hierdie Hoofstuk, weekliks deur sy werkgewer afgetrek word van die lid se loon en maand vir maand aan die Sekretaris van die Vereniging gestuur word.

5. STERFTEBYSTAND

(1) By die dood van 'n lid en, behoudens klousule 6 van hierdie Hoofstuk, is die sterftebystand wat aan 'n afhanklike betaalbaar is—

(a) in die geval van 'n gestorwe lid wat nog nie die ouderdom van 65 jaar bereik het nie en hoogstens 12 maande lank lid was: R150;

(b) in die geval van 'n gestorwe lid wat nog nie die ouderdom van 65 jaar bereik het nie en wat langer as 12 maande maar hoogstens vyf jaar lank lid was: R250;

(c) in die geval van 'n gestorwe lid wat nog nie die ouderdom van 65 jaar bereik het nie en wat langer as vyf jaar maar hoogstens 10 jaar lank lid was: R500;

(d) in die geval van 'n gestorwe lid wat nog nie die ouderdom van 65 jaar bereik het nie en wat langer as 10 jaar maar hoogstens 20 jaar lank lid was: R750;

(e) in die geval van 'n gestorwe lid wat nog nie die ouderdom van 65 jaar bereik het nie en wat langer as 20 jaar lank lid was: R1 000.

(2) Afhangende van sodanige surplus as wat die Vereniging jaarliks kan toeval, moet die Komitee by die dood van 'n lid wat die ouderdom van 65 jaar of meer bereik het, besluit, met

relation to such member's period of membership upon the mortality benefit to be paid to the dependant of such member, which amount shall not exceed R1 000.

(3) Should a deceased member have no dependant, the Committee may, in its discretion consider an application for an ex gratia payment in respect of burial costs of such deceased member: Provided that, should the Committee decide to make such payment, it shall not exceed the amount of R120. The Committee's decision in regard to such application shall be final.

6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefor is made within a period of one year from the date of death of the member concerned or within such longer period (not exceeding three years from the date of death of the member concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Association for the benefit of the remaining members and there shall thereafter be no further claim against the Association.

(2) The Association shall not be liable to pay any benefits, other than at the discretion of the Committee, where the claim arises from the death of a member caused—

(a) while insane or in a state of intoxication, by reason of suicide or attempted suicide, intentional self-inflicted injuries or because of self-inflicted gunshot wounds;

(b) while engaged or taking part in aeronautics or aviation of any kind or resulting from the member being in any aircraft except as a fare-paying passenger in a fully licensed standard type of aircraft operated by a recognised airline on a regular air route or in a fully licensed standard type multi-engined aircraft operated by a recognised air charter company;

(c) while riding or driving in any kind of race or resulting from mountaineering, alpine winter sports, ice-hockey, steeple-chasing, polo, motor cycling or the use of motor scooters and/or mechanically driven cycles of any description;

(d) while engaged or taking part in Military, Naval or Air Force service operations;

(e) from any consequences arising directly or indirectly from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commotions of any kind.

(3) If at any time the amount to the credit of the Association drops below R2 500, payments in terms of clause 5 shall cease and shall not be resumed until the amount to the credit of the Association exceeds R5 000.

7. ADMINISTRATION OF THE ASSOCIATION

(1) The administration of the Association shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be 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 the Chairman and Vice-Chairman of the Committee.

(2) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the Secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Committee shall insert an advertisement in both official languages, in three successive issues of not more than

betrekking tot sodanige lid se tydperk van lidmaatskap, oor die bedrag van die sterftebystand wat aan die afhanklike van sodanige lid betaal moet word, 'n bedrag wat nie R1 000 mag oorskry nie.

(3) As 'n gestorwe lid geen afhanklike sou hê nie, kan die Komitee na goeëddunke 'n aansoek om 'n ex gratia-betaling ten opsigte van begrafniskoste van die gestorwe lid oorweeg: Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit nie R120 mag oorskry nie. Die Komitee se beslissing ten opsigte van so 'n aansoek is afdoende.

6. BEPERKING VAN BYSTAND

(1) Geen betaling word ingevolge klousule 5 van hierdie Hoofstuk gedoen nie, tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van die dood van die betrokke lid of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van die dood van die betrokke lid) as wat die Komitee kan toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Vereniging ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Vereniging nie.

(2) Die Vereniging is nie aanspreeklik vir die betaling van enige bystand nie, uitgesonderd na goeëddunke van die Komitee, in gevalle waar die eis voortvloei uit die dood van 'n lid—

(a) terwyl hy kranksinnig of in 'n besope toestand was, as gevolg van selfmoord of poging tot selfmoord, opsetlike self-besering, of vanweë selfverwonding met 'n vuurwapen;

(b) terwyl hy betrokke was by of deelgeneem het aan lugvaart of die vliegkuns van enige aard of as gevolg van die feit dat die lid in enige vliegtuig was, uitgesonderd as 'n betalende passasier in 'n ten volle gelisensieerde standaardtype lugvaartuig in bedryf by 'n erkende lugredery op 'n gereelde lugroete of in 'n ten volle gelisensieerde standaardtype veel-motorige lugvaartuig in bedryf by 'n erkende huurlugvaart-maatskappy;

(c) terwyl hy gery het of bestuur het in enige soort wedren of as gevolg van bergklim, Alpyse wintersport, yshokkie, hinderniswedrenne, polo, motorfietsry of die gebruik van bromponies en/of meganiese aangedrewe fietse van enige aard;

(d) terwyl hy besig was met of deelgeneem het aan militêre, vloot- of lugmagdiensoperasies;

(e) weens regstreekse of onregstreekse gevolge wat voortvloei uit oorlog, inval, 'n daad van 'n buitelandse vyand, vyandelikhede of oorlogsoerasies (hetsy oorlog verklaar is al dan nie), burgeroorlog, muitery, opstand, rebellie, revolusie, militêre of wederregtelik toegeëinde mag, krygswet of toestand van beleg, of terwyl hy besig was met of deelgeneem het aan enige versteuring van die openbare vrede of opstootjies of burgerlike opstand van enige aard.

(3) As die bedrag in die krediet van die Vereniging te eniger tyd benede R2 500 daal, moet uitbetalings ingevolge klousule 5 eindig en moet dit nie weer hervat word voordat die bedrag in die krediet van die Vereniging R5 000 oorskry nie.

7. ADMINISTRASIE VAN DIE VERENIGING

(1) Die administrasie van die Vereniging berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertewoordigers en drie werknemerverteewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die Sekretaris in kennis stel van die dood van enige lid in sy diens. Nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, moet die Sekretaris so gou doenlik die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongsbekende werkplek van die oorlede bydraer, asook die feit dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie opeenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek

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 last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council the Committee shall direct the policy of the Association and administer the general business and activities of the Association, in accordance with the provisions of this Chapter, 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.

(2) The Committee shall collect and receive all revenue of the Association and shall deposit all moneys so received without delay in a banking account opened in the name of the Association. An official receipt shall be issued for all cash moneys received into the Association and withdrawals from the Association shall be by cheque signed by such persons as may, from time to time, be authorised by the Council, and countersigned by the Secretary of the Association.

In particular the Committee may—

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Association;

(b) contract with an insurance company registered in terms of Act 27 of 1943, as amended, to underwrite all or any of the benefits prescribed in clause 5 of this Chapter.

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Association: 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. A copy of the rules and any amendment thereof shall be transmitted to the Secretary of Labour.

(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Association in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

9. FINANCIAL CONTROL

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

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

(3) The financial year of the Association shall end on 28 February of each year.

(4) As soon as possible after 28 February of each year the Association shall prepare a statement of all revenue and expenditure of the Association and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ended 28 February, which shall be certified by the auditor and countersigned by the Chairman of the Association and submitted to the Council with any report by the auditor thereon.

(5) 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 to which they relate be submitted to the Secretary for Labour.

This Agreement signed at Johannesburg on behalf of the parties this 12th day of October 1972.

S. LEVIN, Chairman of the Council.

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

N. K. STOCKEN, Secretary of the Council.

van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat sirkuleer in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongsbekende werkplek van die gestorwe lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering op aansoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad bepaal die Komitee die beleid van die Vereniging en administreer hy die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalings van hierdie Hoofstuk, en in die uitoefening van hierdie funksies doen die Komitee al sodanige stappe as wat hy nodig ag, of wat hy ag bevorderlik te wees vir, of wat sal help met, die verwesenliking van sodanige oogmerk.

(2) Die Komitee vorder alle inkomste van die Vereniging in, neem dit in ontvangs en deponeer alle geld aldus ontvang sonder versuim in 'n bankrekening wat op naam van die Vereniging geopen word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Vereniging ontvang, en onttrekkings uit die Vereniging geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die Sekretaris van die Vereniging medeonderteken moet word.

In die besonder kan die Komitee—

(a) enige bates van die Vereniging te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(b) 'n kontrak met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, soos gewysig, aangaan om alle of enige bystand te verseker wat in klousule 5 van hierdie Hoofstuk voorgeskryf word.

(3) Die Raad het die bevoegdheid om sy eie reglement vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Vereniging te maak, te wysig en te verander. Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of van enige ander wet mag wees nie. 'n Afskrif van die reëls en enige wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.

(4) Ingeval die Bestuurskomitee om watter rede ook al nie in staat is om sy pligte na te kom nie moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te eniger tyd ontstaan oor die administrasie van die Vereniging waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir 'n beslissing na die Raad verwys word.

9. FINANSIËLE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Vereniging aangegaan word, kom ten laste van die Vereniging.

(2) Alle geld wat nie vir die bestyding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(3) Die boekjaar van die Vereniging sluit elke jaar op 28 Februarie.

(4) So gou doenlik na 28 Februarie elke jaar moet die Vereniging 'n staat opstel van alle uitgawes en inkomste van die Vereniging, asook 'n balansstaat wat die bates en laste toon ten opsigte van die voorafgaande tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Vereniging medeonderteken moet word, en saam met enige verslag daarvoor deur die ouditeur, aan die Raad voorgelê moet word.

(5) Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het aan die Sekretaris van Arbeid voorgelê word.

Hierdie Ooreenkoms is namens die partye op die 12de dag van Oktober 1972 in Johannesburg onderteken.

S. LEVIN, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

N. K. STROCKEN, Sekretaris van die Raad.

APPENDIX A

Schedule of total deductions and contributions to the Provident Fund for the Bedding Manufacturing Industry, Transvaal, the Transvaal Bedding Workers' Sick Benefit Society and the Transvaal Bedding Workers' Mortality Benefit Association

	A B		A B		A B		A B	
	For the period ending 31/10/73		For the period ending 31/10/74		For the period ending 31/10/75		For the period ending 31/10/76	
	Weekly deductions from wages	Weekly employer's contribution	Weekly deductions from wages	Weekly employer's contribution	Weekly deductions from wages	Weekly employer's contribution	Weekly deductions from wages	Weekly employer's contribution
Weekly ordinary wage of R22,73 and more..	R 2,57	R 2,57	R 2,70	R 2,70	R 2,83	R 2,83	R 2,96	R 2,96
Weekly ordinary wage of R15,40 and more but less than R22,73	1,92	1,92	2,02	2,02	2,12	2,12	2,22	2,22
Weekly ordinary wage of R12,15 and more but less than R15,40	1,05	1,05	1,14	1,14	1,22	1,22	1,30	1,30
Minor learners.....	0,60	0,60	0,60	0,60	0,60	0,60	0,60	0,60
Major learners.....	1,72	1,72	1,72	1,72	1,72	1,72	1,72	1,72

AANHANGSEL A

Lys van totale aftrekkings en bydraes aan die Voorsorgfonds vir die Beddegoednywerheid, Transvaal, die Siektebystandsgenootskap vir Transvaal se Beddegoedwerkers, en die Sterftebystandsvereniging vir Transvaalse Beddegoedwerkers

	A B		A B		A B		A B	
	Vir die tydperk eindigende 31/10/73		Vir die tydperk eindigende 31/10/74		Vir die tydperk eindigende 31/10/75		Vir die tydperk eindigende 31/10/76	
	Weeklikse aftrekkings van lone	Weeklikse bydrae deur werkgewer	Weeklikse aftrekkings van lone	Weeklikse bydrae deur werkgewer	Weeklikse aftrekkings van lone	Weeklikse bydrae deur werkgewer	Weeklikse aftrekkings van lone	Weeklikse bydrae deur werkgewer
Gewone weekloon van R22,73 en meer.....	R 2,57	R 2,57	R 2,70	R 2,70	R 2,83	R 2,83	R 2,96	R 2,96
Gewone weekloon van R15,40 en meer maar minder as R22,73	1,92	1,92	2,02	2,02	2,12	2,12	2,22	2,22
Gewone weekloon van R12,15 en meer maar minder as R15,40	1,05	1,05	1,14	1,14	1,22	1,22	1,30	1,30
Minderjarige leerlinge.....	0,60	0,60	0,60	0,60	0,60	0,60	0,60	0,60
Meerderjarige leerlinge.....	1,72	1,72	1,72	1,72	1,72	1,72	1,72	1,72

No. R. 2328

15 Desember 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

EXEMPTION FROM SICK LEAVE PROVISIONS.—BEDDING MANUFACTURING INDUSTRY, TRANSVAAL

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from 1 January 1973 and for such period or periods as the Agreement published under Government Notice R. 2327 of 15 December 1972, may be binding in terms of the Industrial Conciliation Act, 1956, 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 Chapter III of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 2329

15 Desember 1972

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING MANUFACTURING INDUSTRY, TRANSVAAL.—CANCELLATION OF GOVERNMENT NOTICES

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 806 of 16 May 1969, R. 736 of 7 May 1971 and R. 1644 of 24 September 1971 with effect from 1 January 1973.

M. VILJOEN, Minister of Labour.

No. R. 2328

15 Desember 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.—BEDDEGOEDNYWERHEID, TRANSVAAL

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met ingang an 1 Januarie 1973 en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2327 van 15 Desember 1972, kragtens die Wet op Nywerheidsversoenig, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat op bystand ingevolge Hoofstuk III van genoemde Ooreenkoms geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 2329

15 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoenig, 1956, Goewermentskennisgewings R. 806 van 16 Mei 1969, R. 736 van 7 Mei 1971 en R. 1644 van 24 September 1971 in met ingang van 1 Januarie 1973.

M. VILJOEN, Minister van Arbeid.

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