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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 835

25 May 1973

INDUSTRIAL CONCILIATION ACT, 1956

**FURNITURE MANUFACTURING INDUSTRY,
 WESTERN CAPE.—SICK BENEFIT SOCIETY
 AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1974, 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.

M. VILJOEN, Minister of Labour.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE FURNITURE MANU-
 FACTURING INDUSTRY, WESTERN CAPE**

FURNITURE WORKERS' SICK BENEFIT SOCIETY

AGREEMENT

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

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Western Cape.

A—12394

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 835

25 Mei 1973

WET OP NYWERHEIDSVERSOENING, 1956

**MEUBELNYWERHEID, WES-KAAPLAND.—
 SIEKTEBYSTANDSGENOOTSKAPOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1974 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

M. VILJOEN, Minister van Arbeid.

BYLAE

**NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID,
 WES-KAAPLAND**

**SIEKTEBYSTANDSGENOOTSKAP VIR MEUBELWERKERS
 OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

Cape Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Association of Furniture and Allied Workers of South Africa

Africa

en die

National Union of Furniture and Allied Workers of South Africa

Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Wes-Kaapland.

1—3899

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West and in that portion of the Magisterial District of Taung which prior to 1 December 1971 (Government Notice 1891 of 22 October 1971) fell within the Magisterial District of Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman and in that portion of the Magisterial District of Tlhaping-Tlharo which prior to 1 December 1971 (Government Notice 1891 of 22 October 1971) fell within the Magisterial District of Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice 1314 of 28 August 1964 fell within the Magisterial District of Postmasburg, by all employers who are members of the employers' organisation and engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and employed in that Industry.

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

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

(b) apply in respect of apprentices only in so far as such application is not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into in terms thereof.

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 30 June 1974 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;

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

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

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

“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;

1. TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes en in daardie gedeelte van die landdrosdistrik Taung wat voor 1 Desember 1971 (Goewermentskennisgewing 1891 van 22 Oktober 1971) binne die landdrosdistrik Barkly-Wes geval het, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, en in daardie gedeelte van die landdrosdistrik Tlhaping-Tlharo wat voor 1 Desember 1971 (Goewermentskennisgewing 1891 van 22 Oktober 1971) binne die landdrosdistrik Kuruman geval het, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 binne die landdrosdistrik Postmasburg geval het, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in daardie Nywerheid werksaam is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing—

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

(b) ten opsigte van vakleerlinge slegs in soverre sodanige toepassing nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, soos gewysig, of enige kontrak wat daarkragtens gesluit is.

2. GELDIGHEISDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag vasstel en bly van krag tot 30 Junie 1974, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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, sluit alle woorde en uitdrukkings wat die manlike geslag behels, ook die vroulike geslag in en alle woorde en uitdrukkings wat die enkelvoud behels, ook die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;

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

“Meubelnywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigins te beperk, die vervaardiging, of volledig of gedeeltelik, van alle soorte meubels, ongeag die materiaal wat gebruik word, en sluit dit onder andere die volgende werksaamhede in:

Heelmaak, stoffeer, herstoffeer, beits, spuitverf of poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van binneveermatrasses en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, hout-draaiwerk, houtsniewerk in verband met die vervaardiging en/of heelmaak van meubels, die polering en/of herpolering van klaviere of die vervaardiging en/of beits, die spuit en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroee en teaters en kabinette vir musiekinstrumente en radio-of draadlooskabinette, en sluit in die vervaardiging of proses in die vervaardiging van beddegoed, waarvan die omskrywing en vertolking insluit alle soorte of tipes matrasses, binneveermatrasses, dekens, kussings, peule en stoelkussings, en dit sluit in die werksaamhede op alle persele waar masjienhoutwerk, hout-draai- en/of houtsniewerk in verband met die vervaardiging van meubels gedoen word; en dit sluit verder in die heelmaak, herstoffering of herpolering van meubels, in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of enige werk in verband met die finale afwerking van enige meubelstuk vir verkoop, of volledig of gedeeltelik, gedoen word, en die finering van lamelblokbord- of laaghoutdeure wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word, maar dit sluit nie in nie die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalbeddens;

“los werknemer” ’n werknemer wat by dieselfde werkgewer 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;

"Chief Medical Officer" means the medical officer appointed in terms of clause 15;

"Committee" or "Management Committee" shall for the purposes of the administration of the Society mean the Committee appointed by the Council in accordance with the provisions of clause 13 of this Agreement;

"contributions" means the moneys payable to the Society in terms of clause 8 of this Agreement;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape;

"dependant" means, in relation to a member—

(i) his wife;

(ii) his child, stepchild or legally adopted child under the age of 18 years who is unmarried and not in receipt of regular remuneration;

(iii) his child, stepchild or legally adopted child over the age of 18 years who is unmarried and, owing to mental or physical defect or any similar cause, is not in receipt of regular remuneration and who, with the consent of the Management Committee and subject to its conditions, is recognised as a dependent person;

(iv) any other member of his family who is wholly dependent on such member and is recognised as a dependent person by the Management Committee subject to such conditions as may be imposed by the Committee: Provided that any such dependent shall be normally resident with and dependent upon the member;

"learner" means an employee who is authorised or deemed to be authorised a learner in terms of any agreement published in terms of the Act which is or was binding on the Industry from time to time;

"Main Agreement" means the agreement published under Government Notice R. 2092 of 24 November 1972 or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"member" means an employee who has been admitted as a member of the Society. The word "membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means for the purposes of Annexure 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 made by the Management Committee from time to time in accordance with clause 21 of this Agreement;

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

"Secretary" means the Secretary of the Society appointed in terms of clause 15 of this Agreement;

"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 9 and/or sick-pay in terms of clause 10 of this Agreement;

"sick-pay" means the sick-pay payable in terms of clause 10 of this Agreement;

"Society" shall mean the Furniture Workers' Sick Benefit Society (Western Cape);

"trustee(s)" means the trustee(s) appointed in terms of clause 22.

4. CONTINUATION AS SOCIETY

(1) The "Sick-Pay Fund of the Furniture Manufacturing Industry of the Western Cape" is hereby continued as the "Furniture Workers' Sick Benefit Society (Western Cape)".

(2) The Society shall consist of—

(a) moneys standing to the credit of the Sick-Pay Fund of the Furniture Manufacturing Industry of the Western Cape, established in terms of the Agreement published under Government Notice R. 704 of 26 April 1968, as at the date of coming into operation of this Agreement;

(b) the contributions provided for in clause 8 of this Agreement;

(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.

5. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by contributions and donations for the purpose of providing, in accordance with the provisions of this Agreement and the regulations, members and their dependants with medical, surgical, dental, and ophthalmic attendance and treatment,

"Hoof- Mediese Beampte" die mediese beampte wat ingevolge klousule 15 aangestel word;

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Genootskap, die Komitee deur die Raad aangestel ooreenkomstig klousule 13 van hierdie Ooreenkoms;

"bydraes" die geld wat ooreenkomstig klousule 8 van hierdie Ooreenkoms aan die Genootskap betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland;

"afhanklike", met betrekking tot 'n lid—

(i) sy vrou;

(ii) sy kind, stiefkind of wettig aangenome kind onder die ouderdom van 18 jaar, wat ongetroud is en nie gereeld besoldiging ontvang nie;

(iii) sy kind, stiefkind of wettig aangenome kind bo die ouderdom van 18 jaar, wat ongetroud is en vanweë 'n verstandelike of liggaamlike gebrek of enige soortgelyke oorsaak nie gereeld besoldiging ontvang nie, en wat met die toestemming van die Bestuurskomitee en onderworpe aan sy voorwaardes as 'n afhanklike persoon erken word;

(iv) enige ander lid van sy gesin wat heeltemal van sodanige lid afhanklik is en deur die Bestuurskomitee as 'n afhanklike persoon erken word, onderworpe aan sodanige voorwaardes as wat deur die Komitee gestel word: Met dien verstande dat sodanige afhanklike normaalweg by die lid woon en van hom afhanklik is;

"leerling" 'n werknemer wat gemagtig is of geag word gemagtig te wees as 'n leerling ingevolge enige ooreenkoms, gepubliseer ingevolge die Wet, wat van tyd tot tyd op die Nywerheid van toepassing is of was;

"Hofooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2092 van 24 November 1972, of enige daaropvolgende ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer is;

"lid" 'n werknemer wat toegelaat is as lid van die Genootskap. Die woord "lidmaatskap" het 'n ooreenstemmende betekenis;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

"gewone loon", vir die toepassing 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 tyd tot tyd deur die Bestuurskomitee ooreenkomstig klousule 21 van hierdie Ooreenkoms;

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

"Sekretaris" die Sekretaris van die Genootskap aangestel ooreenkomstig klousule 15 van hierdie Ooreenkoms;

"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 9 en/of op siektebesoldiging ooreenkomstig klousule 10 van hierdie Ooreenkoms;

"siektebesoldiging" die siektebesoldiging betaalbaar ooreenkomstig klousule 10 van hierdie Ooreenkoms;

"Genootskap" die Siektebystandsgenootskap vir Meubelwerkers (Wes-Kaapland);

"trustee(s)" die trustee(s) ooreenkomstig klousule 22 aangestel.

4. VOORTSETTING AS GENOOTSKAP

(1) Die "Siektebesoldigingsfonds vir die Meubelwerkers van Wes-Kaapland" word hierby voortgesit as die "Siektebystandsgenootskap vir Meubelwerkers (Wes-Kaapland)".

(2) Die Genootskap bestaan uit—

(a) geld in die krediet van die Siektebesoldigingsfonds vir die Meubelnywerheid van Wes-Kaapland, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 704 van 26 April 1968, op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) die bydraes waarvoor in klousule 8 van hierdie Ooreenkoms voorsiening gemaak word;

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

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

5. DOELSTELLINGS

(1) Die doel van die Genootskap is om fondse in te samel en in stand te hou deur middel van bydraes en skenkings, om, ingevolge hierdie Ooreenkoms en die regulasies, lede en hul afhanklikes te voorsien van mediese, chirurgiese, tandheelkundige en oftalmiese ondersoeke en behandeling, medisyne, verbande

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 Management 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 objects, or incidental to any of the powers or functions in this Agreement.

6. MEMBERSHIP

- (1) (a) Membership of the Society shall be compulsory for—
- (i) members of the trade unions who are parties to this Agreement and who are employed by members of the employers' organisation;
 - (ii) apprentices and learners.

(b) Notwithstanding the provisions of paragraph (a) hereof membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual labourers, who elect to become members and in respect of whom their employers have consented to make the contributions provided for.

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

(3) A member, who on account of old age, or physical disability, or other circumstances, retires from service may, with the consent of the Management Committee, become a continuation member of the Society on such terms and conditions as to contributions to the Society and otherwise as the Management Committee may from time to time prescribe: Provided that he had been at the time of his retirement continuously employed in the Industry for a period of not less than 20 years.

(4) The widow of a deceased member may, with the approval of the Committee, be admitted as a member of the society: Provided that the deceased member at the time of his death had been a member of the society: Provided further that the widow shall apply for membership within six months of the date of her husband's death on such terms and conditions or otherwise as the Management Committee may from time to time prescribe.

Such membership shall continue only for so long as such widow remains unmarried or takes up employment where membership of a medical aid or benefit scheme is compulsory.

(5) 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.

7. MEMBERS' COMPLAINTS

(1) Any complaint against the Management 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 Management Committee, which in turn shall refer the said complaints to a committee appointed to investigate such complaints consisting of persons appointed from the members of the Management Committee together with the Chief Medical Officer. The investigating committee shall thereupon report its findings to the Management Committee.

geriewe, behandeling in hospitale of verpleeginrigtings wanneer vry beddens in 'n hospitaal, ooreenkomstig die betrokke Provinsiale Ordonansie, 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 Bestuurskomitee 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 bogemelde doelstellings kan die Genootskap—

- (a) met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wenslik ag kontrakte aangaan, asook hulle retineer of in diens neem;
- (b) enige hospitaal, verpleeginrigting, hersteloord of 'n dergelike inrigting of enige spreekkamer of apteek instel en/of dryf;
- (c) kontrakte aangaan met enige hospitaal, verpleeginrigting, hersteloord 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 benodigdhede, 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 alle sodanige ander dinge doen as wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling, of wat voortvloei uit engeen van die bevoegdhede of funksies in hierdie Ooreenkoms gemeid.

6. LIDMAATSKAP

(1) (a) Lidmaatskap van die Genootskap is verpligtend—

- (i) vir lede van die vakverenigings wat partye by hierdie Ooreenkoms is en wat by lede van die werkgewersorganisasie in diens is;
- (ii) vir vakleerlinge en leerlinge.

(b) Ondanks paragraaf (a) hiervan staan lidmaatskap verder, na goedvinde van die Komitee, oop 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 toegestaan het om die bydraes te maak waarvoor daar voorsiening gemaak word.

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

(3) 'n Lid wat vanweë hoë ouderdom, liggaamlike ongeskiktheid of ander omstandighede uit die diens aftree, kan met die toestemming van die Bestuurskomitee 'n voortsettingslid van die Genootskap word op sodanige voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Bestuurskomitee van tyd tot tyd mag voorskryf; Met dien verstande dat hy ten tyde van sy aftrede vir 'n tydperk van minstens 20 jaar ononderbroke in die Nywerheid in diens was.

(4) Die weduwee van 'n gestorwe lid kan, met die goedkeuring van die Komitee, as lid van die Genootskap toegelaat word: Met dien verstande dat die gestorwe lid ten tyde van sy dood lid van die Genootskap was: Voorts met dien verstande dat die weduwee binne ses maande na die datum van haar man se dood om lidmaatskap aansoek moet doen op sodanige voorwaardes en bepalinge of andersins as wat die Bestuurskomitee van tyd tot tyd mag voorskryf.

Sodanige lidmaatskap duur slegs solank as wat sodanige weduwee ongetroud bly of totdat sy 'n betrekking aanvaar waar lidmaatskap van 'n mediese hulp- of bystandskema verpligtend is.

(5) 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.

7. LEDE SE KLAGTES

(1) Enige klag teen die Bestuurskomitee of enige beampete 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 ingedien word by die Bestuurskomitee wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek en wat bestaan uit persone uit die Bestuurskomitee se gelede aangestel, tesame met die Hoof- Mediese Beampete. Die komitee van ondersoek moet daarna sy bevindings aan die Bestuurskomitee voorlê.

8. CONTRIBUTIONS

(1) Every member, shall, while he is an employee in the Furniture Industry, contribute to the Society in respect of each week of his employment half of the amount as prescribed in Annexure A to this Agreement. The contributions to be made in terms of this subclause shall be deducted by the employer from the member's wage.

(2) Every employer shall contribute to the Society in respect of each week a sum equal to the contributions made by his employees in respect of such week.

(3) The contributions payable in terms of subclauses (1) and (2) shall be paid by the employers to the Council on behalf of the Society not later than the 10th day of the month following that in respect of which it was due. The Council shall forthwith pay the amounts so received to the Society.

9. 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 paid 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 Management Committee shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Management Committee has contracted for the dispensing of prescriptions.

(3) The Management 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 11 of the Agreement;

(d) medical dressings and such medicines and/or drugs as may be decided upon by the Management Committee: Provided that the member shall pay 25 per cent of the total cost of such medicines and drugs;

(e) optical services (as may be decided by the Management Committee);

(f) an ex gratia contribution towards medical expenses at the entire discretion of the Management Committee—

(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 hospital are unobtainable);

(h) such other services as may from time to time be introduced by the Management Committee;

(i) sick-pay in the case of a member only in terms of clause 10 of this Agreement;

(j) a maximum of R25 once every two years towards the cost of spectacles in respect of any one family;

(k) a maximum of R50 once every five years towards the cost of dentures in respect of any one family;

(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): Provided further that the cost of crowning and bridging shall not be a charge upon the Society.

10. SICK-PAY

(1) A member in respect of whom contributions are received by the Society and who through sickness is compelled to absent himself from work shall, subject to clauses 9 and 11 of this

8. BYDRAES

(1) Elke lid moet, terwyl hy 'n werknemer in die Meubelnywerheid is, ten opsigte van elke week van sy diens die helfte van die bedrag in Aanhangsel A van hierdie Ooreenkoms voorskryf, aan die Genootskap bydra. Die bydraes wat ooreenkomstig hierdie subklousule betaal moet word, moet deur die werkgever van die lid se loon afgetrek word.

(2) Elke werkgever moet ten opsigte van elke week 'n bedrag gelyk aan die bydraes wat sy werknemers ten opsigte van sodanige week betaal het, aan die Genootskap bydra.

(3) Die bydraes betaalbaar ooreenkomstig subklousules (1) en (2) moet voor die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit verskuldig was, namens die Genootskap deur die werkgevers aan die Raad betaal word, en die Raad moet die bedrae aldus ontvang, onverwyld aan die Genootskap betaal.

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

(3) Die Bestuurskomitee het die bevoegdheid om te verklaar dat die behandeling van enige chroniese siekte waaraan 'n lid of afhanklike ly, ná behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie, en om bystand op te skort ten opsigte van werklose lede 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 voortspuit);

(b) spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof- Mediese Beampte 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 11 van die Ooreenkoms;

(d) mediese verbande en sodanige medisyne en/of drogerie waarvoor die Bestuurskomitee mag besluit: Met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en drogerie betaal;

(e) oogkundige dienste (soos die Bestuurskomitee mag besluit);

(f) 'n ex gratia-bydrae tot mediese koste na die uitsluitlike goedgee van Bestuurskomitee—

(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 Bestuurskomitee ingestel word;

(i) siektebesoldiging in die geval van 'n lid slegs ooreenkomstig klousule 10 van hierdie Ooreenkoms;

(j) 'n maksimum van R25 een keer elke twee jaar vir die koste van brille ten opsigte van een gesin;

(k) 'n maksimum van R50 een keer elke vyf jaar vir die koste van kunsgebitte ten opsigte van een gesin;

(l) tagtig persent van die tarief bepaal kragtens die Wet op Mediese Skemas, 1967, soos gewysig, ten opsigte van tandheelkundige ondersoeke, 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 allooi): Voorts met dien verstande dat die koste van kroning en brugwerk nie die Genootskap ten laste kom nie.

10. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig word om van die werk weg te bly, is, behoudens klousules 9 en 11 van hierdie

Agreement, 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:

AMOUNT OF SICK-PAY TO BE PAID

Number of ordinary working days absent through sickness	Number of days sick-pay which is paid	Based on weekly wage up to R15,23	Based on weekly wage between R15,24 and R20,58	Based on weekly wage between R20,59 and R27,56	Based on weekly wage of R27,57 and more
		R	R	R	R
1	0				
2	0				
3	1	2,00	3,00	4,00	5,00
4	2	4,00	6,00	8,00	10,00
5	3	6,00	9,00	12,00	15,00

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 R15,23 per week.....	2,00
Employees earning between R15,24 and R20,58 per week	3,00
Employees earning between R20,59 and R27,56 per week	4,00
Employees earning over R27,56 per week.....	5,00

Saturday and Sunday 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 as prescribed in the regulations.

11. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 9 and 10 of this Agreement, services required by members and their dependants in connection with any of the following shall not be liability of the Society:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol of 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 Management 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 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 Management Committee;

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

(j) maternity and/or obstetrical cases and/or *sequela*;

(k) mental ailments;

(l) venereal disease;

(m) heart operations which in the opinion of the Management 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 9 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. Upon resumption of the payment of benefits

Ooreenkoms geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit, gedurende die eerste vyf gewone werkdag van sodanige afwesigheid:

BEDRAG VAN SIEKTEBESOLDIGING WAT BETAAL MOET WORD

Getal gewone werkdag afwesig weens siekte	Getal dae siektebesoldiging wat betaal is	Gebaseer op weekloon van tot R15,23	Gebaseer op weekloon tussen R15,24 en R20,58	Gebaseer op weekloon tussen R20,59 en R27,56	Gebaseer op weekloon van R27,57 en meer
		R	R	R	R
1	0				
2	0				
3	1	2,00	3,00	4,00	5,00
4	2	4,00	6,00	8,00	10,00
5	3	6,00	9,00	12,00	15,00

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 R15,23 per week verdien.....	2,00
Werknemers wat tussen R15,24 en R20,58 per week verdien	3,00
Werknemers wat tussen R20,59 en R27,56 per week verdien	4,00
Werknemers wat meer as R27,56 per week verdien	5,00

Vir die berekening van siektebesoldiging word Saterdag en Sondag nie as werkdag geag nie.

Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siektebesoldiging soos in die regulasies voorgeskryf.

11. BEPERKING VAN BYSTAND

(1) Sonder benadeling van klousules 9 en 10 van hierdie Ooreenkoms 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, wangedrag, 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 dokter na te kom;

(c) enige toevallige of opsetlike besering wat na die mening van die Bestuurskomitee 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, ten bedrae van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings as gevolg van aanranding of motorongelukke waar 'n gesertifiseerde polisierslag 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 Bestuurskomitee mag bepaal;

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

(j) kraam- en/of verloskundige gevalle en/of *sequela*;

(k) geestesiektes;

(l) geslagsiektes;

(m) hartoperasies wat na die mening van die Bestuurskomitee 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 kredit van die Genootskap te eniger tyd benede een derde van die vorige jaar se jaarlikse uitgawes aan bystand aan lede, of R10 000, daal, naamlik die grootste bedrag word betalings ooreenkomstig klousule 9 gestaak, en word dit nie hervat nie voordat die bedrag in die kredit van die Genootskap meer is as die waarde van die eise ter hand, plus R10 000 of een derde van die vorige jaar se jaarlikse uitgawes aan bystand, naamlik die grootste bedrag. By die hervatting van die betaling van

in terms of clause 9, payment shall be made in respect of all those claims received but not paid up to the date on which payment of benefits was suspended.

(3) Upon cessation of the payment of benefits, in terms of subclause (2), members shall be notified that no further claims for benefits under clause 9 will be received. Upon resumption of payment, members shall be notified that as from that date claims will again be received in respect of benefits.

12. MEDICAL TREATMENT

The Management 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.

13. MANAGEMENT

(1) The administration and control of the Society shall be vested in the Council who shall appoint from the members of the Council a Management Committee for the Society. The Secretary of the Society shall be appointed by the Council, in terms of clause 15 of this Agreement either in an honorary or a paid capacity.

(2) The Management Committee shall consist of all the representatives of the Council and the Chairman and Vice-Chairman of the Council shall *ipso facto* be the Chairman and Vice-Chairman of the Management Committee respectively.

(3) The Council shall choose, from amongst its representatives, alternates to the principal representatives of the Management Committee which it has appointed.

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

(5) A majority of the members of the Management Committee shall constitute a quorum at any meeting of the Committee. If a representative is absent from any meeting and an alternate is not in attendance, the voting power of employers or employees, who shall each have an equal number of representatives and alternates on the Committee, shall, as the case may be, be reduced as may be necessary to preserve the equality of voting power. Decisions of the Committee shall be taken by a majority vote.

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

14. POWERS AND DUTIES OF THE COMMITTEE

The Management Committee shall direct the policy of the Society and administer the general business and activities of the Society, in accordance with the provisions of this Agreement and in so doing, the Management 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 Management 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 18 (4) of this Agreement;

(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.

15. OFFICERS

The Council shall appoint an auditor, a secretary, a chief medical officer and such other 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 Society.

16. 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 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 Society by members and employers.

bystand ooreenkomstig klousule 9, word betalings gemaak ten opsigte van al die eise wat tot op die datum waarop die betaling van bystand gestaak is, ontvang maar nog nie betaal is nie.

(3) By die staking van die betaling van bystand ingevolge subklousule (2) moet lede in kennis gestel word dat geen verdere eise vir bystand ooreenkomstig klousule 9 ontvang sal word nie. By die hervatting van betaling moet lede in kennis gestel word dat eise ten opsigte van bystand vanaf daardie datum weer ontvang sal word.

12. MEDIESE BEHANDELING

Die Bestuurskomitee 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.

13. BESTUUR

(1) Die bestuur en beheer van die Genootskap berus by die Raad wat uit die lede van die Raad 'n Bestuurskomitee vir die Genootskap moet aanstel. Die Sekretaris van die Genootskap moet of in 'n ere- of in 'n besoldigde hoedanigheid ooreenkomstig klousule 15 van hierdie Ooreenkoms deur die Raad aangestel word.

(2) Die Bestuurskomitee bestaan uit al die verteenwoordigers van die Raad, en die Voorsitter en die Ondervoorsitter van die Raad is *ipso facto* onderskeidelik Voorsitter en Ondervoorsitter van die Bestuurskomitee.

(3) Die Raad kies uit sy verteenwoordigers plaasvervangers vir die vernaamste verteenwoordigers van die Bestuurskomitee wat hy aangestel het.

(4) Verteenwoordigers en plaasvervangers in die Bestuurskomitee beklee hul amp vir 'n tydperk van 12 maande waarna hulle heraan gestel kan word.

(5) 'n Meerderheid van die lede van die Bestuurskomitee vorm 'n kworum op enige vergadering van die Komitee. Indien 'n verteenwoordiger van enige vergadering afwesig is en 'n plaasvervanger nie teenwoordig is nie, word die stemme van werkgewers of werknemers, wat elk 'n gelyke getal verteenwoordigers en plaasvervangers in die Komitee moet hê, na gelang van die geval verminder ten einde 'n gelyke getal stemme te behou. Die Komitee se besluite word deur 'n meerderheidstem geneem.

(6) As 'n geskil te eniger tyd ontstaan oor die administrasie van die Genootskap waaroor lede van die Bestuurskomitee gelyk op verdeel is, moet die saak vir beslissing na die Raad verwys word.

14. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

Die Bestuurskomitee bepaal die beleid van die Genootskap en administreer die algemene sake en werksaamhede van die Genootskap ooreenkomstig hierdie Ooreenkoms en in die uitoefening van hierdie funksies, doen die Bestuurskomitee alle 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 Bestuurskomitee—

(a) van tyd tot tyd soveel van die 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 18 (4) van hierdie Ooreenkoms;

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

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

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

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

15. BEAMPTES

Die Raad moet 'n auditeur, 'n sekretaris, 'n hoof-mediese beampte en sodanige ander personeel aanstel op sodanige voorwaardes en bepalinge as wat hy goed vind, en hy kan sodanige aanstellings verander en reëlins tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Genootskap.

16. AGENTE

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

17. EXEMPTIONS

(1) The Management 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 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 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 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.

18. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council's bankers in the name of the Society. The 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—

- (a) Stock of the Government of the Republic of South Africa or local Government Stock;
- (b) National Savings Certificates;
- (c) Post Office savings accounts or certificates;
- (d) savings accounts, permanent shares or fixed deposits in building societies or banks; or
- (e) in any other manner approved by the Registrar.

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

(6) As soon as possible after 31 December of each year, the Management 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 31 December, 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.

19. INDEMNITY

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

(2) The Council and/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 Society upon the sequestration or liquidation of the employer's estate or at all.

17. VRYSTELLINGS

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

(2) Die Bestuurskomitee moet, ten opsigte van enige werkgewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee, indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkgewer 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 werkgewer/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 werkgewer/werknemer voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, as daar is, vasgestel ooreenkomstig subklousule (2) hiervan, waarop 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 vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

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

18. FINANSIËLE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op naam van die Genootskap geopen word. Die 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 met enigen van die Genootskap se bankrekenings te werk.

(2) Alle geld wat aan die Genootskap betaal word, moet sonder versum 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) Enige geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

- (a) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede;
- (b) Nasionale Spaarsertifikaat;
- (c) Poskantoorpaarrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's by bougenootskappe of banke; of
- (e) op enige ander manier wat deur die Registrateur goedgekeur word.

(5) Die boekjaar van die Genootskap sluit op 31 Desember elke jaar.

(6) So spoedig doenlik na 31 Desember elke jaar moet die Bestuurskomitee '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 31 Desember, wat deur die ouditeur gesertifiseer en deur die Voorzitter van die Genootskap medeonderteken en tesame met enige verslag deur die ouditeur daaroor, aan die Raad voorgelê moet word.

(7) Die geouditeerde staat en balansstaat moet daarna ter insae lê by 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.

19. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die beamptes van die Genootskap word nie verantwoordelik gehou vir enige handeling wat kan lei tot 'n verlies vir die Genootskap waar sodanige handeling te goeder trou verrig is nie en hulle is ook nie aanspreeklik vir die skulde en laste van die Genootskap nie en hulle word hierby deur die Genootskap gevrywaar 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 Bestuurskomitee word nie verantwoordelik gehou vir enige bydraes afgetrek en enige bydraes verskuldig en betaalbaar deur die werkgewer wat by sekwestrasie of likwidasie van die werkgewer se boedel of hoegenaamd nie in die Genootskap inbetaal is nie.

20. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Society 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 Society or any contributions thereto or any interest therein or any claim against the Council or Management Committee 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 Society 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.

21. REGULATIONS

(1) The Management Committee shall have power to make, vary and repeal regulations not inconsistent with the provisions of this Agreement, or any other law for the efficient carrying out of the Society's 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 demand and shall also be transmitted to the Secretary for Labour, as well as copies of any amendments thereto.

22. LIQUIDATION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by the effluxion of time or cessation for any other cause and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3). The Society shall during the said 12 months period be administered by the Management Committee.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period during which this Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Management Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry. In the event of the Management Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom the powers, rights and duties of the Management Committee shall vest. If there is no Council in existence upon the expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3).

(3) (a) The Management Committee or trustees, as the case may be, shall, after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 10, as if the Agreement remained in operation until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 11 (2), in which event the Society shall be liquidated by the Management Committee or the trustees, as the case may be, in terms of paragraph (b).

(b) In the event of the liquidation of the Society in terms of this subclause any amount left over after payment of all creditors, liabilities and debts of the Society shall be paid to the trade unions, in proportion to the amount of contributions paid in respect of members of each union, to assist them in the re-establishment of a sick benefit scheme. Should the trade unions no longer be in existence, then the moneys to be paid over to them in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade unions.

20. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop 'n lid van die Genootskap 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 teen, op of ten opsigte van die Genootskap, of enige bydraes daartoe of enige belang daarby of enige eis teen die Raad of Bestuurskomitee en die werkgevers nie, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1963, 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 insolvente of afgestane boedel uit nie, maar val dit toe aan die Genootskap, en die betrokke Komitee kan daaroor beskik op 'n wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

21. REGULASIES

(1) Die Bestuurskomitee het die bevoegdheid om regulasies wat nie met 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 bepalinge en voorwaardes wat daarop van toepassing is.

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

22. LIKWIDERING VAN DIE GENOOTSKAP

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Genootskap voort te sit nie of indien die Genootskap nie binne 12 maande na die datum van verstryking van hierdie Ooreenkoms deur die Raad na enige ander fonds oorgedra word wat vir dieselfde doel ingestel is nie, moet met die Genootskap gehandel word op die wyse in subklousule (3) bepaal. Die Genootskap moet gedurende gemelde tydperk van 12 maande deur die Bestuurskomitee geadminestreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Genootskap steeds deur die Bestuurskomitee geadminestreer word. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit werkgevers en werknemers in die Nywerheid. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Genootskap na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Genootskap of 'n besoldigde beampte van een van die vakverenigings is en die ander een 'n lid van die werkgeversorganisasie of 'n besoldigde beampte daarvan, en tesame is hierdie persone die trustees by wie die bevoegdhede, regte en pligte van die Bestuurskomitee berus. Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet daar met die Genootskap gehandel word soos in subklousule (3) bepaal.

(3) (a) Die Bestuurskomitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande gemeld in subklousule (1) of na verstryking van die Ooreenkoms ingevolge subklousule (2), steeds die Genootskap administreer en bystand verskaf aan lede, uitgesonderd siektebesoldiging bepaal in klousule 10, asof die Ooreenkoms nog van krag was, tot tyd en wyl die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 11 (2) gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) deur die Bestuurskomitee of die trustees, na gelang van die geval, gelikwdeer word.

(b) Ingeval die Genootskap kragtens hierdie subklousule gelikwdeer word, moet enige bedrag wat oorbly na die betaling van alle krediteure, laste en skulde van die Genootskap, aan die vakverenigings betaal word, in verhouding tot die bedrag van bydraes oorgedra ten opsigte van lede van elke vakvereniging, om hulle te help om weer 'n siektebystandskema in te stel. As die vakverenigings nie meer bestaan nie, moet daar oor die geld wat aan hulle ooreenkomstig hierdie subklousule betaal moet word, beskik word ooreenkomstig artikel 13 van die Wet asof dit deel van die bates van die vakverenigings uitmaak.

(4) Should the Management Committee, trustees or the trade unions have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of subclause (3) (a), the Society shall, notwithstanding the provisions of subclause (3) (a), be liquidated in the manner set out in subclause (3) (b).

This Agreement signed at Cape Town on behalf of the parties on the 12th day of March 1973.

M. STONE, Chairman.

J. F. KLOPPER, Vice-Chairman.

I. K. KENNEY, Secretary.

ANNEXURE A

Wage category	Total weekly contribution by employee and employer
	R
Up to R15,23 per week.....	0,84
Over R15,23 up to R20,58 per week.....	1,08
Over R20,58 up to R27,56 per week.....	1,44
Over R27,56 per week.....	2,00

No. R. 836

25 May 1973

Factories, Machinery and Building Work Act, 1941

EXEMPTION FROM SICK LEAVE PROVISIONS.—FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE

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 the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 835 of 25 May 1973, 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 the said Agreement.

M. VILJOEN, Minister of Labour.

(4) As die Bestuurskomitee, trustees of die vakverenigings enige redelike grond daarvoor het dat die Genootskap te eniger tyd gedurende die administrasie van die Genootskap kragtens subklousule (3) (a) ontbind moet word, moet die Genootskap, ondanks subklousule (3) (a), gelikwiedeer word op die wyse in subklousule (3) (b) uiteengesit.

Hierdie Ooreenkoms is namens die partye op die 12de dag van Maart 1973 in Kaapstad onderteken.

M. STONE, Voorsitter.

J. F. KLOPPER, Ondervoorsitter.

I. K. KENNEY, Sekretaris.

AANHANGSEL A

Loonkategorie	Totale weeklikse bydrae deur werknemer en werk-gewer
	R
Tot R15,23 per week.....	0,84
Meer as R15,23 tot R20,58 per week.....	1,08
Meer as R20,58 tot R27,56 per week.....	1,44
Meer as R27,56 per week.....	2,00

No. R. 836

25 Mei 1973

Wet op Fabriek, Masjinerie en Bouwerk, 1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.—MEUBELNYWERHEID, WES-KAAPLAND

Ek, Marais Viljoen, Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewernementskennisgewing R. 835 van 25 Mei 1973 kragtens die Wet op Nywerheidsversoening, 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 ingevolge genoemde Ooreenkoms op bystand geregtig is.

M. VILJOEN, Minister van Arbeid.

Die Afrikaanse Woordeboek

VOLUMES I, II, III, IV and V

Copies of the First, Second, Third, Fourth and Fifth Volumes of "Die Afrikaanse Woordeboek" containing the letters A,B,C; D,E,F; G; H,I; and J,K; respectively, are obtainable from the Government Printer, Pretoria and Cape Town at the following prices:—

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DELE I, II, III, IV en V

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