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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 283 14 Februarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, OOSTELIKE KAAP- PROVINSIE. — SIEKTEBYSTANDSVERENIGING- OOREENKOMS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 27, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms.

S. L. MULLER, Waarnemende Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

SIEKTEBYSTANDSVERENIGINGOOREENKOMS

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

East London, Border and Districts Furniture Manufacturers' Association

Midland Furniture Manufacturers' Association

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

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 283 14 February 1975

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE. — SICK BENEFIT SOCIETY AGREEMENT

I, Stefanus Louwrens Muller, Acting Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 27, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Agreement.

S. L. MULLER, Acting Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANU- FACTURING INDUSTRY OF THE EASTERN CAPE PROVINCE

SICK BENEFIT SOCIETY AGREEMENT

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

East London, Border and Districts Furniture Manufacturers' Association

Midland Furniture Manufacturers' Association

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

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National Union of Furniture and Allied Workers of South Africa

National Association of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

1. TOEPASSINGSBESTEK

Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oostelike Kaapprovinsie nagekom word—

(a) deur alle werkgewers wat lede van enigen van die werkgewersorganisasies is en deur alle werknemers wat lede is van enigen van die vakverenigings is, wat betrokke of in diens is daarin;

(b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngeleni, Nqamakwe, Port St. Johns, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala), Hankey, Noupoot en Zwelitsha.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(i) van toepassing slegs op werknemers vir wie daar lone in die Hoof-ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(ii) van toepassing op vakleerlinge vir sover hulle nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of 'n ooreenkoms aangegaan of 'n voorwaarde vasgestel ingevolge daarvan.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat gebind is deur 'n skriftelike leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

"los werknemer" 'n werknemer wat by dieselfde werkgewer in diens is vir hoogstens drie dae in 'n bepaalde week vir die doel om grondstowwe van enige aard te laai en/of af te laai en/of te berg;

"Komitee" die Mediese Komitee wat ooreenkomstig klousule 17 van hierdie Ooreenkoms aangestel is;

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie;

"afhanklikes" dié persone wat tot die Vereniging toegelaat is as afhanklikes ooreenkomstig klousule 10 van hierdie Ooreenkoms;

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

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of polceerwerk en/of herpolceerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of herstel van raamveermatrasses en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraai-

National Union of Furniture and Allied Workers of South Africa

National Association of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Eastern Cape Province—

(a) by all employers who are members of any of the employers' organisations and by all employees who are members of any of the trade unions, who are engaged or employed therein;

(b) in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Middelburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St Mark's (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngeleni, Nqamakwe, Port St Johns, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala), Hankey, Noupoot and Zwelitsha.

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

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for a period of five years, 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—

"auditor" means a public accountant as defined in the Act;

"Act" means the Industrial Conciliation Act, 1956;

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

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

"Committee" means the Medical Committee appointed in terms of the provisions of clause 17 of this Agreement;

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

"dependants" means those persons admitted to the Society as dependants in accordance with the provisions of clause 10 of this Agreement;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or the making and/or repairing of box spring mattresses and/or frames for upholstering, wood-machining,

werk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk van klaviere of die vervaardiging en/of beits-, spuit- en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte of tipes matrasse, veermatrasse, beleglae, bedkussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjiën, houtdraai- en/of houtsneewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtinge waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of ten dele, uitgevoer word, en die finerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

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

"Hoofdooreenkoms" enige geldende ooreenkoms vir die Meubelnywerheid, Oostelike Kaapprovinsie, gepubliseer ingevolge artikel 48 van die Wet, waarin lene voorgeskryf word of, by ontstentenis van so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"lid" 'n persoon wat behoorlik as lid van die Vereniging toegelaat is ooreenkomstig klousule 6 van hierdie Ooreenkoms;

"regulasies" die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel is ooreenkomstig klousule 25 van hierdie Ooreenkoms;

"siekte" omvat ook kwale en ongeskiktheid weens besering;

"Vereniging" die Siektebystandsvereniging van Oos-Kaaplandse Meubelwerkers wat kragtens klousule 4 van hierdie Ooreenkoms voortgesit word;

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

4. SIEKTEBYSTANDSVERENIGING VAN OOS-KAAP- LANDSE MEUBELWERKERS

(1) Hierby word 'n vereniging voortgesit wat bekend staan as die "Siektebystandsvereniging van Oos-Kaaplandse Meubelwerkers".

(2) Die Vereniging bestaan uit—

(a) die Vereniging ingestel ooreenkomstig Deel II van die Ooreenkoms gepubliseer by Goewermentskennisgewing 1454 van 20 September 1963;

(b) die Fonds ingestel ooreenkomstig die ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing 777 van 29 September 1961;

(c) alle ander geld in die krediet van die Vereniging op die datum van inwerkingtreding van hierdie Ooreenkoms;

(d) bydraes ooreenkomstig klousule 16;

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

(f) enige ander geld waarop die Vereniging geregtig mag word.

5. DOELSTELLINGS

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

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

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

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Eastern Cape Province, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"member" means a person who has been duly admitted to membership of the Society in terms of clause 6 of the provisions of this Agreement;

"regulations" means the regulations made by the Medical Committee from time to time in accordance with the provisions of clause 25 of this Agreement;

"sickness" includes diseases, and incapacity owing to injury;

"Society" means the Eastern Cape Province Furniture Workers' Sick Benefit Society continued in terms of clause 4 of this Agreement;

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

4. EASTERN CAPE FURNITURE WORKERS' SICK BENEFIT SOCIETY

(1) There is hereby continued a society known as the "Eastern Cape Furniture Workers' Sick Benefit Society".

(2) The Society shall consist of—

(a) the Society established in terms of Part II of the Agreement published under Government Notice 1454, dated 20 September 1963;

(b) the Fund established in terms of the Agreement published in the Schedule to Government Notice 777, dated 29 September 1961;

(c) any other moneys standing to the credit of the Society as at the date of coming into operation of this Agreement;

(d) contributions in terms of clause 16;

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

(f) any other moneys to which the Society may become entitled.

5. OBJECTS

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

(2) In verband met die verwesenliking van voornoemde doelsettings, mag die Vereniging—

- (a) dié dokters, verpleegsters, aptekers en ander persone wat hy wenslik ag, in diens neem, in diens hou of kontrakte met hulle aangaan;
 - (b) 'n hospitaal, verpleeginrigting, herstellingstehuis of 'n dergelike inrigting of 'n spreekkamer of apteek vir die versorging van lede en hul afhanklikes stig en/of bestuur;
 - (c) met 'n hospitaal, verpleeginrigting, herstellingstehuis of 'n dergelike inrigting 'n kontrak aangaan vir die versorging van lede en hul afhanklikes;
 - (d) met 'n oogkundige, apteker of 'n ander persoon 'n kontrak aangaan vir die lewering van dienste, optiese benodigdhede, medisyne, verbande en verdoingsmiddels;
 - (e) enige ander organisasie of liggaam wat oor die algemeen of gedeeltelik dieselfde doelsettings as die Vereniging nastreef, inlyf, daarmee amalgameer of wedersyds daarmee saamwerk.
- (3) Die Vereniging mag voorts al dié ander dinge doen wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling of wat in verband staan met enigeen van die bevoegdhede of funksies in hierdie Ooreenkoms bedoel.

6. LIDMAATSKAP

(1) Behoudens paragraaf (c), bestaan lidmaatskap van die Vereniging uit—

- (a) alle werknemers in die Nywerheid vir wie lone in die Hoofdooreenkoms voorgeskryf word, uitgesonderd los werknemers en klerke wat verkies om nie lede te word nie;
 - (b) alle vakleerlinge in diens in die Nywerheid; en
 - (c) behoudens die goedkeuring van die Komitee, dié ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgevers toegestem het om die bydraes te maak wat in klousule 16 voorgeskryf word.
- (2) Ondanks enige ledegeld wat betaal mag gewees het, word lidmaatskap van die Vereniging beëindig sodra 'n lid die Nywerheid verlaat.

7. KLAGTES VAN LEDE

- (1) Alle klagtes teen die Komitee of 'n ampsdraer of werknemer daarvan moet aan die Raad gerig word, wat oor die bevoegdheid beskik om 'n beslissing te fel en wie se beslissing finaal is.
- (2) Klagtes teen die mediese personeel moet by die Komitee ingedien word, en die Komitee moet op sy beurt sodanige klagtes verwys na arbiters wat bestaan uit 'n geneeskundige beampte van die Vereniging en 'n algemene praktisyn wat deur die Komitee aangestel is, en genoemde arbiters moet verslag oor sodanige klagte aan die Komitee doen.

8. LEDE MET VERLOF

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

9. PENSIOENTREKKERS EN WEDUWES

Lede wat na 20 jaar diens uit die Nywerheid aftree of weduwees van afgestorwe lede mag toegelaat word om nog in die voordele van die Vereniging te deel op dié voorwaardes wat die Komitee in verband met bydraes tot die Vereniging of ander sake van tyd tot tyd voorskryf.

10. TOELATING VAN AFHANKLIKES

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

- (a) 'n Lid se vrou en 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome kinders) nadat dié bewys wat die Komitee vereis, gelewer is van hul algehele afhanklikheid van sodanige lid;
- (b) enige ander persoon wat, na die mening van die Komitee, geheel en al van 'n lid afhanklik is;

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

- (i) nie as 'n afhanklike van 'n lid toegelaat mag word nie tensy sodanige persoon 'n geneeskundige ondersoek tot tevredenheid van die Komitee deurgemaak het: Met dien verstande dat die Komitee, na goedvinde, van hierdie vereiste mag afsien;
- (ii) nie op toelating as 'n afhanklike van 'n leerling geregtig is nie gedurende die eerste twee tydperke van 'n leerlingkap;
- (iii) wat 'n ouderdomspensioen of 'n ander pensioen ontvang en kinders onder die ouderdom van 18 jaar wat 'n inkomste van R12 per maand of minder het, na goedvinde van die Komitee, geag mag word geheel en al afhanklik te wees;
- (iv) gewoonlik by die betrokke lid moet inwoon: Met dien verstande dat die Komitee in spesiale gevalle en op dié voorwaardes wat hy van tyd tot tyd mag bepaal, persone wat nie aldus inwoon nie, mag toelaat as afhanklikes mits hulle in die Republiek woonagtig is.

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

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

6. MEMBERSHIP

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

- (a) all employees in the Industry for whom wages are prescribed in the Main Agreement, excluding casual employees and clerical employees who elect not to be members;
 - (b) all apprentices employed in the Industry;
 - (c) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 16.
- (2) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding any subscriptions which may have been paid.

7. MEMBERS' COMPLAINTS

- (1) Any complaint against the Committee, or any official or servant thereof, shall be made to the Council, who shall have the power to adjudicate, and whose ruling shall be final.
- (2) Complaints against medical personnel shall be lodged with the Committee, which in turn shall refer the said complaints to referees consisting of a medical officer of the Society and a general practitioner appointed by the Committee who shall report thereon to the Committee.

8. MEMBERS ON LEAVE

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

9. PENSIONERS AND WIDOWS

Members who retire from the Industry after 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 Committee may from time to time prescribe.

10. ADMISSION OF DEPENDANTS

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

- (a) A member's wife, and a member's children under the age of 18 years (including legally adopted children) subject to such proof as the Committee may require of their being wholly dependant on such member;
- (b) any other person who, at the discretion of the Committee, is wholly dependant on a member:

Provided that a person referred to in (b)—

- (i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee: Provided that the Committee may, in its discretion, dispense with this requirement;
- (ii) shall not be entitled to admission as a dependant of a learner during the first two periods of learnership;
- (iii) who is in receipt of old age or any other pension, and children under the age of 18 years who are in receipt of an income of R12 per month or less may, at the discretion of the Committee, be considered as wholly dependant;
- (iv) shall normally reside with the member concerned: Provided that in special cases the Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Republic.

11. LIDMAATSKAPKAARTE

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

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

- (a) 'n lid in die huwelik tree;
- (b) 'n lid se vrou die lewe aan 'n kind skenk of 'n kind wetlik deur 'n lid aangeneem word;
- (c) 'n afhanklike te sterwe kom, die ouderdom van 18 jaar bereik of in die huwelik tree;
- (d) 'n afhanklike 'n loon of pensioen van meer as R12 per maand ontvang;
- (e) die ledegeld verander word;
- (f) die adres verander word;
- (g) die paneeldokter verander word;
- (h) die lidmaatskapnommer verander word.

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

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

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

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

12. BYSTAND

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

(a) Mediese behandeling (uitgesonderd dié in verband met bevallings of komplikasies wat daaruit ontstaan);

(b) dienste van spesialiste (uitgesonderd verloskunde), op aanbeveling van die mediese beampte wat deur die Komitee aangestel is;

(c) operasies uitgevoer deur die Verenigings se mediese beamptes of met hulle toestemming, uitgesonderd operasies bedoel in klousule 14;

(d) mediese wonddekkings en dié medisyne en/of verdowingsmiddels soos die Komitee mag besluit: Met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en verdowingsmiddels moet betaal;

(e) oogkundige dienste (soos die Mediese Komitee mag bepaal);

(f) volkome na goedvinde van die Komitee, 'n ex gratia-bydrae tot mediese koste—

(i) terwyl op reis in 'n provinsie van die Republiek; of

(ii) terwyl tydelik woonagtig in 'n ander gebied as die gebied waar hy gewoonlik woonagtig is;

(g) akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal nie verkrygbaar is nie);

(h) dié ander dienste wat die Komitee van tyd tot tyd mag invoer;

(i) siekteverlofbesoldiging, slegs in die geval van 'n lid ingesluit klousule 13 van hierdie Ooreenkoms: Met dien verstande dat lede en hulle afhanklikes, nie op die voordele waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, geregtig is nie tot sodanige lede minstens 13 weke se bydraes aan die Vereniging betaal het en/of nie meer as vier weke met hul bydraes agterstallig is nie.

(2) Die totale bedrag wat in die vorm van bystand in 'n bepaalde jaar van lidmaatskap aan 'n lid en sy afhanklikes betaalbaar is, uitgesonderd siekteverlofbesoldiging, mag nie die volgende te bowe gaan nie:

- (a) In die geval van 'n lid wat R1,08 per week bydra: R300;
- (b) in die geval van 'n lid wat 80c per week bydra: R250;
- (c) in die geval van 'n lid wat 62c per week bydra: R200;
- (d) in die geval van 'n lid wat 50c per week bydra: R150.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, word lede wat op die datum van inwerkingtreding van die Ooreenkoms minstens 13 weeklikse bydraes aan die Vereniging ingevolge enige vorige ooreenkoms gemaak het, onmiddellik geregtig op die bystand soos voorgeskryf in hierdie Ooreenkoms.

11. MEMBERSHIP CARDS

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

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

- (a) the marriage of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding R12 per month;
- (e) a change of rate of subscription;
- (f) a change of address;
- (g) a change of panel doctor;
- (h) a change of membership number.

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

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

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

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

12. BENEFITS

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

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

(b) specialists' services (excluding obstetrics), on the recommendation of the medical officer appointed by the Committee;

(c) operations performed by the Society's medical officers or with their approval, excluding operations referred to in clause 14;

(d) medical dressings and such medicines and/or drugs as may be decided upon by the 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 Medical Committee);

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

(i) whilst journeying in any province of the Republic; 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 Committee;

(i) sick pay, in the case of a member only, in terms of clause 13 of this Agreement: Provided that members and their dependants shall not become entitled to any of the benefits provided for in this Agreement until such members have contributed not less than 13 weeks' contributions to the Society and/or are not more than four weeks in arrear with their subscriptions.

(2) The total amount of benefits, excluding sick pay, payable to a member and his dependants in any one year of membership, shall not exceed—

(a) in the case of a member contributing R1,08 per week: R300;

(b) in the case of a member contributing 80c per week: R250;

(c) in the case of a member contributing 62c per week: R200;

(d) in the case of a member contributing 50c per week: R150.

(3) Notwithstanding anything to the contrary contained in this Agreement, members who have made at least 13 weekly contributions to the Society, in terms of any previous agreement, as at the date of coming into operation of the Agreement, shall immediately become entitled to the benefits prescribed in this Agreement.

13. SIEKTEVERLOF BESOLDIGING

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

	Gedurende die eerste vyf weke afwesigheid	Gedurende die volgende drie weke afwesigheid
	Per week R	Per week R
(a) In die geval van 'n lid wat R1,08 per week bydra.....	15,00	10,00
(b) In die geval van 'n lid wat 80c per week bydra.....	9,00	6,00
(c) In die geval van 'n lid wat 62c per week bydra.....	7,00	4,00
(d) In die geval van 'n lid wat 50c per week bydra.....	6,00	3,00

Vir die toepassing van hierdie klousule, moet 12 kalendermaande bereken word vanaf die datum ten opsigte waarvan 'n lid in enige jaar vir die eerste keer siekteverlofbesoldiging ontvang tot dieselfde datum in die daaropvolgende jaar.

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

(3) Die Komitee beskik oor die bevoegdheid om te verklaar dat die Vereniging nie meer aanspreeklik is vir die behandeling van 'n chroniese siekte waaraan 'n lid of sy afhanklike ly nie, en om die betaling van bystand ten opsigte van werklose lede wat vir 'n tydperk van 13 weke nie tot die Vereniging bygedra het nie, op te skort.

14. BEPERKING VAN BYSTAND

Behoudens klousules 12 en 13 van hierdie Ooreenkomst, is die Vereniging nie aanspreeklik nie vir die dienste wat lede en hul afhanklikes in verband met enigeen van die volgende aangeleenthede nodig het:

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

15. MEDIESE BEHANDELING

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

16. BYDRAES

(1) Mits geen bedrag afgetrek word nie van die loon van 'n lid wat minder as 16 uur gewerk het gedurende die week waarin die aftrekkings verskuldig geword het, moet elke werkgever op

13. SICK PAY

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

	During the first five weeks of absence	During the next three weeks of absence
	Per week R	Per week R
(a) In the case of a member contributing R1,08 per week.....	15,00	10,00
(b) In the case of a member contributing 80c per week.....	9,00	6,00
(c) In the case of a member contributing 62c per week.....	7,00	4,00
(d) In the case of a member contributing 50c per week.....	6,00	3,00

For the purposes of this clause, 12 calendar months shall be calculated from the date in respect of which a member first draws sick pay in any year to the same date in the next succeeding year.

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

(3) The Committee shall have the power to declare the treatment of chronic ailment, from which a member or dependant is suffering, to be no longer a liability of the Society and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of 13 weeks.

14. LIMITATION OF BENEFITS

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

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

15. MEDICAL TREATMENT

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

16. CONTRIBUTIONS

(1) Provided that no deduction shall be made from the wages of a member who has worked less than 16 hours in the week in which the deductions fall due, every employer shall, on the

die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag, bydraes teen die volgende skale aftrek van die loon van elke lid in sy diens:

	Per week R
Werknemers wat 'n loon van meer as R27,50 per week ontvang.....	1,08
Werknemers wat 'n loon van meer as R22 maar hoogstens R27,50 per week ontvang.....	0,80
Werknemers wat 'n loon van meer as R15 maar hoogstens R22 per week ontvang.....	0,62
Werknemers wat 'n loon van R15 of minder per week ontvang.....	0,50

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

(3) By die bedrag afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is, tesame met die staat waarop die Mediese Komitee van tyd tot tyd mag besluit, aan die Sekretaris, Posbus 2221, Port Elizabeth, 6000, stuur.

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

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

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

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

(b) toekomstige bystand wat deur die Vereniging aan genoemde lid verskuldig mag word.

17. BESTUUR

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

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

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

(4) Verteenwoordigers en plaasvervangers het 'n ampstermyn van 12 maande, waarna hulle herkiesbaar is.

18. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

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

(a) van tyd tot tyd dié geld van die Vereniging belê wat nie onmiddellik vir die nakoming van die verpligtings van die Vereniging benodig is nie: Met dien verstande dat dié geld slegs belê mag word in—

(i) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bouverenigings of banke;

(ii) posspaarbouwenigings;

(iii) effekte van die Republiek van Suid-Afrika, effekte van plaaslike besture en/of die Elektrisiteitsvoorsieningskommissie;

(iv) Nasionale Spaarsertifikate;

of op 'n ander manier wat deur die Registrateur goedgekeur word;

(b) bates van die Vereniging te gelde maak, verkoop of op 'n ander manier van die hand sit of daarmee handel;

(c) behoudens die goedkeuring van die Raad, daarbenewens—

(i) enige lid as lid van die Vereniging skrap—

(aa) indien hy skriftelik om sodanige skraping aansoek doen; of

(ab) indien dit in die Vereniging se belang is;

(ii) enige lid van dié bepalinge van hierdie Ooreenkoms vrystel wat op sodanige lid van toepassing mag wees.

first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day deduct from the wage of each and every member in his employ, contributions at the following rates:

	Per week R
Employees in receipt of a wage in excess of R27,50 per week.....	1,08
Employees in receipt of a wage in excess of R22 per week, but not exceeding R27,50 per week.....	0,80
Employees in receipt of a wage in excess of R15 per week, but not exceeding R22 per week.....	0,62
Employees in receipt of a wage of R15 per week, or less.....	0,50

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

(3) To the amount deducted the employer shall add an equal amount and forward, by not later than the seventh day of the month following the month during which the deductions are made, the total sum to the Secretary, P.O. Box 2221, Port Elizabeth, 6000, together with such statement as the Medical Committee may from time to time determine.

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

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

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

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

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

17. MANAGEMENT

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

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

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

(4) Representatives and alternates shall hold office for a period of 12 months, whereafter they shall be eligible for re-appointment.

18. POWERS AND DUTIES OF THE COMMITTEE

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

(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: Provided that such moneys shall not be invested otherwise than in—

(i) savings accounts, permanent shares or fixed deposits with registered building societies or banks;

(ii) post office savings accounts;

(iii) stock of the Government of the Republic of South Africa, Local Government Stock and/or the Electricity Supply Commission;

(iv) National Savings Certificates;

or in any other manner approved by the Registrar;

(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—

(i) remove any member from membership of the Society—

(aa) if he applies in writing for such removal; or

(ab) if it is in the interests of the Society;

(ii) exempt any member from such provisions of this Agreement as may be applicable to such member.

19. VERGADERINGS VAN DIE KOMITEE

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

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

(3) Die kworum vir vergaderings van die Komitee is twee werkwerteenwoordigers en twee werknemerverteenwoordigers.

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

20. BESOLDIGING VAN MEDIESE KOMITEE

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

21. ONTRUIMING VAN SETELS DEUR KOMITEELEDE

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

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

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

22. SEKRETARIS

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

23. FINANSIËLE BEHEER

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

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

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

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

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

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

24. VRYWARING

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

25. REGULASIES

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

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

19. MEETINGS OF COMMITTEE

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

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

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

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

20. REMUNERATION OF MEDICAL COMMITTEE

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

21. VACATION OF SEATS BY COMMITTEE MEMBERS

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

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

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

22. SECRETARY

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

23. FINANCIAL CONTROL

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

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

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

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

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

24. INDEMNITY

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

25. REGULATIONS

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

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

26. VRYSTELLINGS

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

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

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

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge subklousule (2) van hierdie klousule vasgestel is waarop dié vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling geldig is; en
- (e) die rede waarom die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) 'n afskrif hou van elke sertifikaat wat uitgereik word;
- (c) 'n afskrif van die sertifikaat aan die betrokke werkgewer en een aan die naaste Afdelingsinspekteur van die Departement van Arbeid stuur.

27. AGENTE

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

Die agent het die reg om—

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

28. STERFTEBYSTANDFONDS

Die Komitee mag ten opsigte van elke lid wat nog nie die ouderdom van 60 jaar bereik het nie, 'n bedrag van hoogstens 16c per week van die totaal van sodanige lid se bydraes en die werkgewer se bydraes tot die Fonds gebruik vir die doel om sterftebystand te verskaf.

29. ONTBINDING VAN DIE VERENIGING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, en daar nie binne 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms 'n daaropvolgende ooreenkoms aangegaan word met die doel om die Vereniging te laat bly voortbestaan nie, moet die Komitee die Vereniging likwiede en indien enige bedrag oorbly nadat al die bates van die Vereniging te gelde gemaak is en na betaling van alle krediteure, laste en skulde van die Vereniging, moet die Raad die saldo aan geld, as daar is, in die volgende verhouding toewys:

- (a) Vyf-en-veertig dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;
- (b) vyf dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwiede word lede van die Vereniging is;
- (c) vyf-en-veertig dele aan die werkgewersorganisasies wat in die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

26. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted, has expired.

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and Secretary of the Council setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted;
- (d) the period for which the exemption shall operate; and
- (e) the reason for the exemption being granted.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) forward a copy of the licence to the employer concerned and a further copy to the nearest Divisional Inspector of the Department of Labour.

27. AGENTS

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

The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employees to answer the questions put;
- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect and copy the same.
- (2) The Agent, when entering, inspecting or examining any such place may take with him an interpreter.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to.

28. MORTALITY FUND

The Committee may, in respect of each member who has not attained the age of 60 years, utilise an amount not exceeding 16c per week of the total of such members' contributions and the employers' contributions to the Fund for the purpose of providing mortality benefits.

29. DISSOLUTION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause and no subsequent Agreement being negotiated within 12 months of the date of expiry of this Agreement, for the purpose of continuing the operation of the Society, the Committee shall liquidate the Society and should any amount be left over after realisation of all the assets of the Society and after payment of all creditors, liabilities and debts of the Society, the Council shall apportion surplus moneys, if any, on a ratio of—

- (a) forty-five parts to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;
- (b) five parts to the non-party employees who are members of the Society at the date on which the Society is liquidated;
- (c) forty-five parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(d) vyf dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

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

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

(a) Vyf-en-veertig dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

(b) vyf dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwider word, lede van die Vereniging is;

(c) vyf-en-veertig dele aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

(d) vyf dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

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

(a) Vyf-en-veertig dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

(b) vyf dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwider word, lede van die Vereniging is;

(c) vyf-en-veertig dele aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

(d) vyf dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

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

(a) Vyf-en-veertig dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van die likwidasië: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

(b) vyf dele aan die werknemers wat nie partye by die Ooreenkoms is nie en wat op die datum waarop die Vereniging gelikwider word lede van die Vereniging is;

(d) five parts to the non-party employers.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which the Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee.

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

(a) forty-five parts to the trade unions represented on the Council to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(b) five parts to the non-party employees who are members of the Society at the date on which the Society is liquidated;

(c) forty-five parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(d) five parts to the non-party employers.

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

(a) forty-five parts to the trade unions represented on the Council to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(b) five parts to the non-party employees who are members of the Society at the date on which the Society is liquidated;

(c) forty-five parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(d) five parts to the non-party employers.

(5) 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 and should the Committee or such other persons as the Registrar may designate in terms of section 34 (2) of the Act have any reasonable cause for the dissolution of the Society before the expiry of the Agreement, and should any amount be left over after payment of all creditors, liabilities and debts of the Society, the Committee or other persons referred to herein, as the case may be, shall apportion surplus moneys, if any, on a ratio of—

(a) forty-five parts to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(b) five parts to the non-party employees who are members of the Society at the date on which the Society is liquidated;

(c) vyf-en-veertig dele aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasie: Met dien verstande dat die uitdrukking "lede" beperk is tot dié lede wat deur die Ooreenkoms gedek was;

(d) vyf dele aan die werkgewers wat nie partye by die Ooreenkoms is nie.

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

Hierdie Ooreenkoms is namens die partye onderteken op hede die 4de dag van Desember 1974.

J. B. CONNACHER, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

No. R. 284 14 Februarie 1975
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.—MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, 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 Goewermentskennisgewing R. 283 van 14 Februarie 1975, 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 klousule 13 van genoemde Ooreenkoms op voordele geregtig is.

S. L. MULLER, Waarnemende Minister van Arbeid.

No. R. 317 14 Februarie 1975
WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE.—VOORSORGFONDSDOOREENKOMS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) forty-five parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression "members" is limited to those members who were covered by the Agreement;

(d) five parts to the non-party employers.

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

This Agreement signed on behalf of the Parties this 4th day of December 1974.

J. B. CONNACHER, Chairman of the Council.

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

A. S. YOUNG, Secretary of the Council.

No. R. 284 14 February 1975
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

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

I, Stefanus Louwrens Muller, Acting Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 283 of 14 February 1975, may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to benefits in terms of clause 13 of the said Agreement.

S. L. MULLER, Acting Minister of Labour.

No. R. 317 14 February 1975
INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE.—PROVIDENT FUND AGREEMENT

1, Stefanus Louwrens Muller, Acting Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 10, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Agreement; and

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

S. L. MULLER, Waarnemende Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

VOORSORGFONDS

OOREENKOMS

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

East London, Border and Districts Furniture Manufacturers' Association

Midland Furniture Manufacturers' Association;

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

National Union of Furniture and Allied Workers of South Africa

National Association of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oostelike Kaapprovinsie nagekom word—

(a) deur alle werkgewers wat lede van enigeen van die werkgewersorganisasies is en deur alle werknemers wat lede van enigeen van die vakverenigings is, wat betrokke of in diens is daarin;

(b) in die landdrostdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngeleni, Nqamakwe, Port St. Johns, Pedie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala), Hankey, Noupoot en Zwelitsha.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(i) van toepassing slegs op werknemers vir wie daar lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(ii) van toepassing op vakleerlinge vir sover hulle nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of 'n ooreenkoms aangegaan of 'n voorwaarde vasgestel ingevolge daarvan.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir 'n tydperk van vyf jaar of vir dié langer tydperk wat hy mag bepaal.

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

S. L. MULLER, Acting Minister of Labour.

SCHEDULE

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

PROVIDENT FUND

AGREEMENT

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

East London, Border and Districts Furniture Manufacturers' Association

Midland Furniture Manufacturers' Association;

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

National Union of Furniture and Allied Workers of South Africa

National Association of Furniture and Allied Workers of South Africa

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

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Eastern Cape Province—

(a) by all employers who are members of the employers' organisations and by all employees who are members of any of the trade unions, who are engaged or employed therein;

(b) in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Middelburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Mark's (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komga, Lady Grey, Libode, Maclear, Mdantsane, Ngeleni, Nqamakwe, Port St. Johns, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala), Hankey, Noupoot and Zwelitsha.

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

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for a period of five years, or for such longer period as may be determined by him.

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, word daar met woorde en uitdrukkings wat die manlike geslag aandui, ook vroue bedoel en word daar met woorde en uitdrukkings wat die enkelvoud aandui, ook die meervoud bedoel, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“vakleerling” ’n werknemer wat gebind is deur ’n skriftelike leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

“los werknemer” ’n werknemer wat op hoogstens drie dae in ’n bepaalde week by dieselfde werkgever in diens is ten einde grondstowwe van welke aard ook al te laai en/of af te laai en/of te berg;

“Komitee” of “Bestuurskomitee” die Bestuurskomitee wat deur die Raad kragtens klousule 5 (1) (a) aangestel is om die Fonds te administreer;

“Raad” die Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie;

“afhanklike”, in verband met ’n lid—

(a) sy vrou;

(b) sy weduwee;

(c) sy minderjarige kind of minderjarige stiefkind;

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

“Fonds” die Voorsorgfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, wat kragtens klousule 4 van hierdie Ooreenkoms voortgesit word;

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

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk van klaviere of die vervaardiging van en/of beits-, spuit- en poleerkerke, skole, kroef- of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van en/of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit al soorte of tipes matrasse, veermatrasse, beleglae, bedkussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjien-, houtdraai- en/of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of ’n werksaamheid wat in verband staan met die finale bereiding van ’n meubelstuk vir verkoop, of in sy geheel of ten dele, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of ’n laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van meubels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels.

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

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

“gewone loon” die loon gebaseer op ’n werknemer se verdienste wat betaalbaar is as hy 44 uur, uitgesonderd oortyd, gedurende bepaalde week gewerk het;

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

“uit diens tree” ’n ooreenstemmende betekenis;

“Sekretaris” die Sekretaris van die Fonds wat ingevolge klousule 5 (2) aangestel word;

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

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—

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

“Act” means the Industrial Conciliation Act, 1956;

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

“casual employee” means an employee who is employed by the same employer for not more than 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” means the Management Committee appointed by the Council in terms of clause 5 (1) (a) to administer the Fund;

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

“dependant” means in relation to a member—

(a) his wife;

(b) his widow;

(c) his minor child or minor stepchild;

(d) any other person wholly or mainly dependent upon such member and who satisfies the Committee that he is so dependent: Provided that the Committee’s decision, as to who the dependants of a deceased member are, in terms of this paragraph, shall be final;

“Fund” means the Provident Fund for the Furniture Manufacturing Industry, Eastern Cape Province, continued in terms of clause 4 of this Agreement;

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

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

“Main Agreement” means any current agreement for the Furniture Manufacturing Industry, Eastern Cape Province, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act.

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

“ordinary wage” means the wage based on an employee’s earnings and payable had he worked 44 hours, excluding overtime, during any one week;

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

“retire” has a corresponding meaning;

“Secretary” means the Secretary of the Fund appointed in terms of clause 5 (2);

“trustees” means trustees appointed in terms of clause 12;

4. DIE VOORSORGFONDS VIR DIE MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE

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

(2) Die Fonds bestaan uit—

(a) die Fonds ingestel ooreenkomstig Goewernementskennisgewing 1454 van 20 September 1963;

(b) alle ander geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;

(c) die totale weeklikse bydraes van beide die werkgewers en die lede wat in die Fonds gestort is;

(d) die rente verkry uit die belegging van geld van die Fonds;

(e) alle geld waarmee individuele lede ooreenkomstig klousule 9 gekrediteer is; en

(f) alle geld waarop die Fonds geregtig mag word kragtens hierdie Ooreenkoms of om 'n ander rede of wat aan die Fonds geskenk mag word.

5. ADMINISTRASIE VAN DIE FONDS

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

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

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

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

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

(3) Die uitgawes wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(4) Die Komitee moet so gou moontlik na 31 Desember elke jaar 'n inkomste-en-uitgawerekening van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat wat die Fonds se bates en laste aantoon, opstel, en sodanige rekening en staat moet deur die openbare rekenmeester gesertifiseer en deur die Voorsitter van die Komitee medeonderteken word. Die gesertifiseerde rekening en staat en enige verslag wat die openbare rekenmeester daaroor uitbring, moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan binne drie maande na verstryking van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid, die werkgewersorganisasies en die vakverenigings gestuur word.

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

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

(a) Effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;

(b) Nasionale Spaarsertifikate;

(c) posspaarsbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander wyse deur die Registrateur goedgekeur.

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

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

(2) The Fund shall consist of—

(a) the Fund established pursuant to Government Notice 1454, dated 20 September 1963;

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

(c) the total weekly contributions of both employer and member paid into the Fund;

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

(e) any moneys credited to individual members in terms of clause 9;

(f) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

5. ADMINISTRATION OF THE FUND

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

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

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

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

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

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

(4) As soon as possible after 31 December in each year, the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities which shall be certified by the public accountant and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the public accountant thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby, be transmitted to the Secretary for Labour, the employer's organisations and the trade unions.

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

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

(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 in any other manner approved by the Registrar.

6. LIDMAATSKAP

(1) Behoudens paragraaf (c), is die lede van die Fonds die volgende:

(a) Alle werknemers in die Nywerheid vir wie lone in die Hoofooreenkoms voorgeskryf word, uitgesonderd los werknemers en klerke wat verkies om nie lede te word nie;

(b) alle vakleerlinge in diens in die Nywerheid;

(c) behoudens die goedkeuring van die Komitee, dié ander persone wat in die Nywerheid werksaam is en wat verkies om lede te word en ten opsigte van wie hul werkgewers ingestem het om die bydraes te betaal wat in klousule 7 voorgeskryf word.

(d) lidmaatskap van die Fonds is nie verpligtend nie ten opsigte van 'n werknemer wat op 23 September 1963 'n deelnemer aan of lid was van of daarna 'n deelnemer aan of lid word van 'n ander fonds wat op genoemde datum voorsiening gemaak het vir pensioen- of voorsorgvoordele, wat op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum deelgeneem het, of ten opsigte van die werkgewer van daardie werknemer, slegs gedurende dié tydperk wat sodanige ander fonds in werking bly en beide die werkgewer en die werknemer daaraan deelneem, indien die Bestuurskomitee van mening is dat die voordele van sodanige ander fonds oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word. Met dien verstande dat—

(i) ingeval sodanige pensioenfonds of voorsorgfondsbetraging of opgeskort word, die werkgewer minstens ses maande kennisgewing van sy voorneme om dit te doen aan die Bestuurskomitee moet gee;

(ii) ingeval die reëls van sodanige pensioenfonds of voorsorgfonds verander word, die werkgewer skriftelik aan die Bestuurskomitee volle besonderhede van sodanige veranderinge moet voorsien voordat hulle toegepas word;

(iii) ingeval die Bestuurskomitee nie kan bepaal nie of die voordele van sodanige pensioenfonds of voorsorgfonds nie minder gunstig is nie as die voordele wat deur die Fonds verskaf word, die Komitee verplig is om 'n aktuaris te raadpleeg en kennis van sy aanbeveling te neem.

(2) Lidmaatskap vervalt indien—

(a) 'n lid die Nywerheid verlaat het;

(b) 'n lid vir 'n tydperk van drie agtereenvolgende maande of langer opgehou het om tot die Fonds by te dra: Met dien verstande dat indien 'n lid binne twee jaar vanaf die datum waarop hy laas bygedra het, tot tevredenheid van die Komitee bewys kan lewer dat hy weens siekte, besering of werkloosheid nie in die Nywerheid in diens was nie, dié persoon daarop geregtig is om as 'n lid herstel en weer in besit van sy voordele gestel te word; of

(c) 'n lid, by aansoek om opvraging, sy rekening laat krediteer het met alle bonusse en rente daarop en die voordeel waarop hy geregtig is aan hom betaal is.

7. BYDRAES

(1) Mits geen bedrag afgetrek word nie van die loon van 'n lid wat minder as 16 uur gewerk het gedurende die week waarin die aftrekkings verskuldig geword het, moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondsweek, van die loon van elke lid in sy diens, bydraes teen die volgende skale aftrek:

(a) Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 17 Maart 1976: 'n Bedrag gelyk aan 4 persent van die gewone loon van die werknemer.

(b) Daarna: 'n Bedrag gelyk aan 5 persent van die gewone loon van die werknemer.

(2) By die bedrag afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is, aan die Sekretaris, Posbus 2221, Port Elizabeth, 6000, stuur, tesame met die staat waarop die Bestuurskomitee van tyd tot tyd mag besluit.

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

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

6. MEMBERSHIP

(1) Subject to the provision of paragraph (c), membership of the Fund shall consist of—

(a) all employees in the Industry for whom wages are prescribed in the Main Agreement, excluding casual employees and clerical employees who elect not to become members;

(b) all apprentices employed in the Industry;

(c) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 7;

(d) membership of the Fund shall not be compulsory in respect of any employee who on 23 September 1963 was, or thereafter became a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Management Committee the benefits of such other fund are, on the whole, not less favourable than the benefits provided by the Council's Fund: Provided that—

(i) in the event of such pension fund or provident fund being terminated or suspended, the employer shall give the Management Committee not less than six months' notice of his intention to do so;

(ii) in the event of the rules of such pension fund or provident fund being altered, the employer shall furnish the Management Committee, in writing, with full details of such alterations before they are applied;

(iii) in the event of the Management Committee being unable to determine whether the benefits of such pension fund or provident fund are not less favourable than the benefits provided by the Fund, the Committee shall be obliged to consult an actuary and take cognisance of his recommendation.

(2) Membership shall cease if—

(a) a member has left the Industry;

(b) a member has ceased to contribute to the Fund for a period of three consecutive months, or longer: Provided that if a member can prove to the satisfaction of the Committee, within two years from the date he last contributed, that he was not engaged in the Industry on account of illness, injury or unemployment, such person shall be entitled to be reinstated as a member and to have his benefits restored; or

(c) a member has had his account credited with all bonuses and interest due upon application for withdrawal and has been paid the benefit to which he is entitled.

7. CONTRIBUTIONS

(1) Provided that no deduction shall be made from the wages of a member who has worked less than 16 hours in the week in which the deductions fall due, every first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ contributions at the following rates:

(a) From the date on which this Agreement comes into operation until 17 March 1976: An amount equal to 4 per cent of the ordinary wage of the employee.

(b) Thereafter: An amount equal to 5 per cent of the ordinary wage of the employee.

(2) To the amount deducted the employer shall add an equal amount and forward, by not later than the seventh day of the month following the month during which the deductions are made, the total sum to the Secretary, P.O. Box 2221, Port Elizabeth, 6000, together with such statement as the Management Committee may from time to time determine.

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

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

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

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

(b) toekomstige voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

8. VOORDELE

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

(a) nadat minstens 12 maande verloop het vanaf die datum waarop hy die Nywerheid vir goed verlaat het; of

(b) by uitdienstreding uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid as gevolg waarvan hy permanent arbeidsongeskik is: Met dien verstande dat die lid bewys van sodanige arbeidsongeskiktheid tot tevredenheid van die Komitee gelewer het.

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

(a) As hy vir 'n tydperk van hoogstens twee jaar 'n lid was, die totale bedrag deur hom bygedra, plus die bonusse wat ingevolge klousule 9 aan hom gekrediteer is;

(b) as hy vir 'n tydperk van minstens twee jaar maar minder as vier jaar 'n lid was, 'n bedrag gelyk aan 110 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(c) as hy vir 'n tydperk van minstens vier jaar maar minder as ses jaar 'n lid was, 'n bedrag gelyk aan 115 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(d) as hy vir 'n tydperk van minstens ses jaar maar minder as agt jaar 'n lid was, 'n bedrag gelyk aan 120 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(e) as hy vir 'n tydperk van minstens agt jaar maar minder as 10 jaar 'n lid was, 'n bedrag gelyk aan 125 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(f) as hy vir 'n tydperk van minstens 10 jaar maar minder as 12 jaar 'n lid was, 'n bedrag gelyk aan 130 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(g) as hy vir 'n tydperk van minstens 12 jaar maar minder as 13 jaar 'n lid was, 'n bedrag gelyk aan 135 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(h) as hy vir 'n tydperk van minstens 13 jaar maar minder as 14 jaar 'n lid was, 'n bedrag gelyk aan 140 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(i) as hy vir 'n tydperk van minstens 14 jaar maar minder as 15 jaar 'n lid was, 'n bedrag gelyk aan 145 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(j) as hy vir 'n tydperk van minstens 15 jaar maar minder as 16 jaar 'n lid was, 'n bedrag gelyk aan 150 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(k) as hy vir 'n tydperk van minstens 16 jaar maar minder as 17 jaar 'n lid was, 'n bedrag gelyk aan 160 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(l) as hy vir 'n tydperk van minstens 17 jaar maar minder as 18 jaar 'n lid was, 'n bedrag gelyk aan 170 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(m) as hy vir 'n tydperk van minstens 18 jaar maar minder as 19 jaar 'n lid was, 'n bedrag gelyk aan 180 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(n) as hy vir 'n tydperk van minstens 19 jaar maar minder as 20 jaar 'n lid was, 'n bedrag gelyk aan 190 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(o) as hy vir 'n tydperk van minstens 20 jaar 'n lid was, 'n bedrag gelyk aan 200 persent van die totale bedrag deur hom bygedra, en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is.

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

(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.

8. BENEFITS

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

(a) at least 12 months after having left the Industry permanently; or

(b) upon retirement from the Industry owing to—

(i) old age; or

(ii) incapacity, ill-health or infirmity as a result of which a member is permanently disabled: Provided the member has produced proof of such disablement to the satisfaction of the Committee.

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

(a) If he has been a member for a period not exceeding two years, the total amount contributed by him, plus any bonuses credited to him in terms of clause 9;

(b) if he has been a member for not less than two years but less than four years, an amount equal to 110 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(c) if he has been a member for not less than four years but less than six years, an amount equal to 115 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(d) if he has been a member for not less than six years but less than eight years, an amount equal to 120 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(e) if he has been a member for not less than eight years but less than 10 years, an amount equal to 125 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(f) if he has been a member for not less than 10 years but less than 12 years, an amount equal to 130 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(g) if he has been a member for not less than 12 years but less than 13 years, an amount equal to 135 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(h) if he has been a member for not less than 13 years but less than 14 years, an amount equal to 140 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(i) if he has been a member for not less than 14 years but less than 15 years, an amount equal to 145 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(j) if he has been a member for not less than 15 years but less than 16 years, an amount equal to 150 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(k) if he has been a member for not less than 16 years but less than 17 years, an amount equal to 160 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(l) if he has been a member for not less than 17 years but less than 18 years, an amount equal to 170 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(m) if he has been a member for not less than 18 years but less than 19 years, an amount equal to 180 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(n) if he has been a member for not less than 19 years but less than 20 years, an amount equal to 190 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(o) if he has been a member for not less than 20 years, an amount equal to 200 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9.

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

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

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

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

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

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

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

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

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

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

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

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

(9) As 'n voordeel wat verskuldig en betaalbaar is, uitgesonderd voordele wat ingevolge subklousule (4) aan afhanklikes verskuldig en betaalbaar is, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Bestuurskomitee na verstryking van die tydperk van twee jaar 'n advertensie in albei amptelike tale plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika in omloop is en waarvan een 'n

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

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

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

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

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

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

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

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

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

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

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

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

(9) If any benefit due and payable, other than benefits due and payable to dependants in terms of subclause (4), is not claimed within two years from the due date thereof, the Management Committee shall, after the expiry 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

nuusblad moet wees wat in omloop is in die gebied waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, en in sodanige advertensie moet die naam en laaste werkplek van die lid en die feit dat sekere voordele verskuldig is, gemeld word en sodanige persoon of sy afhanklikes versoek word om eise vir sodanige voordele in te dien binne 'n tydperk van drie maande vanaf die datum waarop die advertensie vir die laaste keer verskyn het en om volle besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Bestuurskomitee moet, na die laaste datum waarop sodanige eise ingedien mag word, sodanige eise oorweeg en aan die lid of, indien geen eis van 'n lid ontvang word nie, aan sy afhanklikes wat eise op die voorgeskrewe manier ingedien het, die gelde betaal wat hoogstens gelyk is aan die volle voordeel wat aan die lid verskuldig is, min die advertensiekoste as die Bestuurskomitee dit dienstig ag: Met dien verstande dat sodanige betaling aan die afhanklikes moet geskied in die volgorde van voorkeur soos vervat in die omskrywing van "afhanklike".

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

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

9. BONUSSE

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

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

(3) Ondanks andersluidende bepalings hierin, moet rente waarmee 'n lid gekrediteer is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 1454 van 20 September 1963, met 'n gelyke bedrag vermeerder word en word dit geag 'n bonus te wees wat ingevolge hierdie klousule verklaar is: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n lid aan wie die voordele wat aan hom verskuldig is, alreeds uitbetaal is op die datum waarop hierdie Ooreenkoms in werking tree.

10. AGENTE

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

11. VRYSTELLINGS

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

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander rede gestaak word en daar binne 12 maande vanaf die datum van die verstryking van hierdie Ooreenkoms geen daaropvolgende Ooreenkoms aangegaan word met die doel om hierdie Fonds voort te sit nie of ingeval die Fonds nie deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds deur die Komitee gelikwi-

be a newspaper circulating in the area in which the member to whom the benefit is due, was normally resident at the time such benefit became due, stating the name and last known place of work of the member, that certain benefits are due and calling upon such member or his dependants to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Management Committee shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or if no claim is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit: Provided that such payment shall be made to dependants in the order of preference contained in the definition of "dependant".

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

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

9. BONUSSES

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

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

(3) Notwithstanding anything to the contrary contained herein, any interest credited to a member in terms of the Agreement published under Government Notice 1454 dated 20 September 1963, shall be increased by a like amount and shall be deemed to be a bonus declared in terms of this clause: Provided that this clause shall not apply to a member who, at the date on which this Agreement comes into operation, has been paid the benefits due to him.

10. AGENTS

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

11. EXEMPTIONS

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

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other Fund constituted for the same purpose within 12 months from the date of expiry of the Agreement, the Fund shall be liquidated by the Committee

deur word, en is die Komitee intussen vir die administrasie van die Fonds aanspreeklik. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) mag die voordele wat aan die lede van die oorspronklike Fonds verskuldig is op die datum van sodanige oordrag, hoegenaamd nie vanweë sodanige oordrag verminder word nie; en

(b) moet enige lid van die oorspronklike Fonds, wat verhinder mag word om lid van die nuwe Fonds te word, sy volle voordeel betaal word asof hy uit die diens van die Nywerheid getree het.

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

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

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

13. LIKWIDASIE

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

(a) dadelik begin om alle beleggings en bates van die Fonds in kontant om te sit en sodanige kontant so te belê dat dit binne 30 dae opgevoer kan word;

(b) alle krediteure, administrasie- en likwidasiëkoste uit die Fonds betaal;

(c) na aftrekking van alle skulde en uitgawes, die netto batige saldo of tekort van die Fonds ten opsigte van die rekenings van lede bepaal en dit toewys soos voorgeskryf in klousule 9;

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

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

14. VRYWARING

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

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

15. ALGEMENE BEPALINGS

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

who, in the meantime, shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the original Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the original Fund, who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two or more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the Trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall, upon expiry of the Agreement, be liquidated by the Committee or the Trustees, as the case may be.

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

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

13. LIQUIDATION

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

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 9;

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

(2) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of subclause (1) hereof not be claimed within three months from the date upon which it became due and payable, such benefits shall be forfeited to the general funds of the Council. In the event of there being no Council in existence and any claims for benefits under liquidation becoming liable to forfeiture, such benefits shall be paid to the Guardians's Fund to be dealt with as provided for in the Administration of Estates Act, 1913.

14. INDEMNITY

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

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

15. GENERAL PROVISIONS

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

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

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

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

Op hede die 4de dag van Desember 1974 namens die partye onderteken.

J. B. CONNACHER, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

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

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

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

This Agreement signed on behalf of the parties this 4th day of December 1974.

J. B. CONNACHER, Chairman of the Council.

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

A. S. YOUNG, Secretary of the Council.

INHOUD

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